



***REVISED**
City of St. Helena
Regular City Council Meeting
Tuesday, June 13, 2017 @ 6:00 PM
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.

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
Mayor: Alan Galbraith
Vice Mayor: Peter White
City Council: Paul Dohring
Geoff Ellsworth
Mary Koberstein
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.
 - 5.1. Closed Session - announce actions taken if any from June 13, 2017 - City Attorney Thomas B. Brown
6. PRESENTATIONS AND PUBLIC RECOGNITIONS
 - 6.1. Proclamation - Elder and Dependent Adult Abuse Prevention Month June 2017 presented to:
Kris Brown; Deputy Director of Adult Protective Services
Yuka Kamiishi; Napa County Victim Services Manager
Arnold Koenig; Napa County Alliance for Senior Education AND Area Agency on Aging
[Proclamation](#)

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6.2.	Proclamation - LGBTQ Pride Month June 2017 presented to PFLAG Napa Representative Rosemarie Vertullo, Casey McConnell and Mari Martinez from St. Helena Public Library	13
	Proclamation	
6.3.	Proclamation - Outstanding Service Proclamation Recognizing Elliot Bell	15
	Proclamation	
6.4.	Proclamation - Outstanding Service Proclamation Recognizing Diego Serrano	17
	Proclamation	
7.	STAFF BRIEFING	
7.1.	None	
8.	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)	
8.1.	Consideration of a resolution approving the St. Helena Community Band to host musical entertainment at Lyman Park on Sunday July 2, 2017 from 4:00 pm to 8:00 pm; and waive the encroachment permit fee of \$200.00, noise permit fee of \$25.00 and the Lyman Park Gazebo rental fee of \$50.00.	19 - 29
	<u>CEQA Determination:</u> Categorically exempt from CEQA, Sections 15323, 15061	
	<u>Prepared By:</u> Chrissy Cook, Administrative Assistant Erica Ahmann Smithies, PW Director and City Engineer	
	<u>Recommendation:</u> Approve	
	Staff Report	
8.2.	Consideration of a resolution approving a proposal to expand the regulated food and beverage establishments inventory for an approved food and beverage establishment at 1351 Main Street.	31 - 47
	<u>CEQA Determination:</u> Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities	
	<u>Prepared By:</u> Aaron Hecock, Senior Planner	
	<u>Recommendation:</u> Adopt	
	Staff Report	
8.3.	Consideration and proposed approval of a resolution authorizing a "piggy-back" purchase allowing the City Manager to execute an agreement with MarinIT for a 5-year lease purchase for the implementation of a new Cisco Voice over Internet Protocol (VoIP) Phone System Replacement in an amount not to exceed \$30,704 per annum	49 - 65

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, HR & IT Director
Recommendation: Adopt
[Staff Report](#)

- 8.4. Consideration and proposed approval of a resolution approving Memorandum of Understanding between the City of St. Helena and the Police Officers' Association (POA) for a three-year contract commencing on July 1, 2017 and expiring on June 30, 2020. 67 - 121

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, HR & IT Director
Recommendation: Adopt
[Staff Report](#)

- 8.5. Consideration and proposed approval of a resolution approving a one-year agreement with MariniT to provide Information Technology services for a total amount not to exceed of \$80,010 for FY 2016/17 123 - 140

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, HR & IT Director
Recommendation: Adopt
[Staff Report](#)

- 8.6. Consideration and proposed approval of a Resolution authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedules for Police Officers Foundation (POF) and Mid-Management reflecting increases to salaries; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action on salary increases related to the compensation for department heads of 3% to Planning & Community Improvement Director, 3% to the City Clerk, 3% to Library Director, 3% to Recreation Director, 3% to Human Resources & IT Director, 3% to Public Works Director, 5.5% to Police Chief, 10.5% to Finance Director and increased salary compensation for Fire Chief to \$62,000 effective July 1, 2017 141 - 155

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, HR & IT Director
Recommendation: Adopt
[Staff Report](#)

- 8.7. Consideration and proposed approval of a resolution establishing and adopting an outdoor non-governmental flag display policy 157 - 163

CEQA Determination: Not a CEQA project
Prepared By: Tracey Perkosky, Acting Recreation Director/Grants and Finance Manager
Recommendation: Adopt
[Staff Report](#)

- 8.8. Consideration and proposed approval to fly ceremonial flag in honor of 165 - 166

Lesbian, Bisexual, Gay, Transgender and Queer (LBGTQ) Pride Month

CEQA Determination: Not a CEQA project

Prepared By: Tracey Perkosky, Acting Recreation Director/Grants and Finance Manager

Recommendation: Approve

[Staff Report](#)

- 8.9. Consideration and Proposed Approval Adopting Administrative Policy P-FI-0008 Providing a Limited-Term Subsidy to Assist Businesses in Paying their Water/Wastewater Bills in the City of St. Helena not to exceed \$75,000 167 - 179

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation: Adopt

[Staff Report](#)

[Attachment 1 - P-FI-0008 Business Subsidy](#)

[Attachment 2 - Resolution Adopting Administrative Policy P-FI-0008](#)

- 8.10. Consideration and proposed approval adopting two resolutions for the Wastewater Treatment and Reclamation Plant Upgrades Phase I, Capital Improvements Project S-52: 181 - 673

a. Proposed resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with GHD in the amount of \$76,130, contract not to exceed \$363,494, for the Wastewater Treatment and Reclamation Plant Improvement Feasibility Study; and

b. Proposed resolution authorizing the City Manager to execute the Professional Services Agreement with Larry Walker and Associates in the amount of \$610,276 for Groundwater Quality Monitoring and Reporting at the Wastewater Treatment and Reclamation Plant

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation: Approve

[Staff Report](#)

[Public Comment.St. Helena WWRP CDO 6.8.2017 F](#)

- 8.11. Consideration of Resolution Approving a One Year Extension of the Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for a Maximum Sum of \$210,000.00 for Fiscal Year 2017/18 675 - 689

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation: Approve

[Staff Report](#)

- 8.12. *Council review of the final resolution memorializing the Council's decision at the May 25, 2017 meeting to deny the appeal by the Culinary Institute of America (CIA) of the Planning Commission decision denying the CIA project on March 21, 2017, and thereby affirming the denial of the CIA project. ~~(Staff anticipates providing the resolution by end of day Monday, June 12, 2017. The City Clerk will republish the agenda once received notifying the public to its availability.)~~ Resolution made available online at 6:00 pm on Monday, June 12, 2017. 691 - 695

CEQA Determination: Not a project under CEQA as a denial does not require a formal CEQA determination.

Prepared By: Noah Housh, Planning and Community Improvement Director

Recommendation: Adopt

[CIA Denial Reso 2017-66 2555 Main 830 Pratt](#)

9. PUBLIC HEARINGS

- 9.1. Introduction and First Reading of Zoning Text Amendments to St. Helena Municipal Code Title 17 as required to establish consistency with recent amendments to California state law (California Government Code Section 65852.2) governing Accessory Dwelling Units pursuant to the passage of AB 2299 and SB 1069. 697 - 734

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

Prepared By: Noah Housh, Planning Director

Recommendation: Introduce by title only and waive further reading

[Staff Report](#)

[ADU Council Presentation-June 13, 2017](#)

- 9.2. Appeal of the Planning Commission decision to approve Design Review for the Beringer Icon III Project located at 1000 Pratt Avenue in the Winery Zoning District 735 - 866

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, which exempts the minor alteration of existing private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. Specifically, the project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

Prepared By: Lilly Bianco, Contract Planner

Recommendation: Deny

[Staff Report](#)

[Beringer Appeal Presentation](#)

10. NEW BUSINESS

- 10.1. 1. Review and action on proposed modifications to the previously approved Turley Flats Loan Agreement governing the loan of \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats 8-unit affordable housing project. 867 - 1204

2. Review and action on proposed modifications to the previously approved Turley Flats Regulatory Agreement governing the affordability levels for the units in the Turley Flats 8-unit affordable housing project.

3. Review and action on a Relocation Plan for the previous tenants of the existing home on the Turley Flats development site.

4. Review and action on an Indemnification Agreement between the County of Napa and the City of St Helena indemnifying the County from certain legal obligations associated with the temporary relocation of residents of the Turley Flats Affordable Housing project.

5. Review and action on a proposed Inter-Creditor and Subordination Agreement between the County of Napa and the City of St Helena.

6. Review and action on a proposed RHNA Transfer Agreement between the County of Napa and the City of St Helena which proposes to transfer 2-RHNA units from the County to the City in the next Housing Element cycle, which begins in approximately 2023.

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By: Noah Housh, Planning Director

Recommendation: Approve

[Staff Report](#)

[CAH Trust Fund Loan-Council Presentation-June 13 2017](#)

- 10.2. Review and Discussion of Our Town St Helena Conceptual Development Proposal for 1572 and 1574 Railroad Avenue 1205 - 1210

CEQA Determination: If a development project application is filed as a result of this, or future discussions, that application will be fully analyzed under the requirements of CEQA.

Prepared By: Noah Housh, Planning Director

Recommendation: Provide direction

[Staff Report](#)

[Public Comment.Item 10.2](#)

- 10.3. Potential City Manager appointment by the City Council and possible direction to staff to begin contract negotiation.

- 10.4. Report out by the Ad Hoc Utility Rate Committee Chair Bonnie Long and Vice Chair Tom Vence 1211 - 1212
- CEQA Determination: Not a CEQA project
Prepared By: Bonnie Long, Ad Hoc Utility Rate Committee Chair
Tom Vence, Ad Hoc Utility Rate Committee Vice Chair
Recommendation: Receive and file. Direct staff to schedule a study session.
- [Recommendations from Ad Hoc Utility Rate Committee](#)
- 10.5. Consideration and Proposed Approval of a Resolution Adopting Fiscal Year 2017/18 City of St. Helena Annual Budget. ~~(Attachment 1 – Fiscal Year 2017/18 City of St. Helena Annual Budget document will be available online by 5:00 pm Friday, June 9, 2017. The City Clerk will republish the agenda on Friday, June 9, 2017 notifying the public to its availability.)~~ Attachment 1 was provided online at 3:36 pm Friday, June 9, 2017 1213 - 1482
- [Staff Report](#)
[Attachment 1 - Proposed Budget](#)
[Attachment 2 - FY 2017-2018 Budget Resolution](#)
[Public Comment](#)
[FY 17-18 Proposed Budget Presentation 061317](#)
- 10.6. Consideration regarding notice of intent to sell affordable housing unit at 1620 Voorhees Circle and direction as to whether the city desires to exercise its option to purchase said property 1483 - 1506
- CEQA Determination: Not a CEQA project
Prepared By: Noah Housh, Planning Director
Recommendation: Provide direction
[Staff Report - Pdf](#)
- 10.7. Mayor Galbraith - Consideration of Piano in the Park at Lyman Park
- 10.8. Councilmember Ellsworth - A discussion and review of St. Helena Water Security policies including our Water Agreement contracts and Bell Canyon Reservoir.
St. Helena is a water provider for customers both in and out of St. Helena City Limits, including roughly 50 enterprises with separate Water Agreements with the City of St. Helena.
- Bell Canyon Reservoir is located outside of city limits in an area sensitive to county level decisions.
- With recent state and national wide discussion on water equity and concerns regarding water privatization this is a general discussion of policies and procedures regarding those agreements and protections of our municipal reservoir.
- 10.9. *Councilmember Mary Koberstein - adoption of protocol regarding preparation of resolutions for matters considered on appeal.
11. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

11.1. 6/19/17 Proposed Special Study Session Meeting:

1. Ad Hoc Utility Rate Committee recommendation

6/26/17 Proposed Special City Council Meeting:

1. Interview applicants and Board/Committees/Commission appointments - Cindy

6/27/17 Regular City Council Meeting:

1. 6/27 Continuation of City Council Appeal of a Notice to Abate - 395 South Crane Avenue - Erica
2. 6/27 Adopt a park policy – Tracey
3. 6/27 NVTa MOU for Vine Shuttle - Tracey
4. 6/27 Little League Contract Amendment - Tracey
5. Request for additional Council input on the CIA resolution, with the goal of expanding the findings to ensure the full intent of the Council is captured in the decision document. - Noah
6. 6/27 Discussion of next steps on evaluating responses to Adams Street RFP's – Larry
7. 6/27 Stale dated checks – April
8. 6/27 – PSA with GEI Bell Canyon intake tower rehabilitation- Erica
9. 6/27 Forensic Accounting - April
10. 6/27 Professional Service Agreement with Aqua Sierra Controls for Annual Instrumentation Maintenance and Repair Services at the Wastewater Treatment Plant - Tobias
11. 6/27 Accessory Dwelling Unit 2nd reading Ordinance - Noah
12. 6/27 NOAA site agreement for the weather station at the water treatment plant– Jennifer T.
13. 6/27 GANN Limit - April
14. 6/27 Appointing LOCC voting delegate - Cindy

12. ADJOURNMENT

The next Regular City Council meeting is scheduled for June 27, 2017, 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 June 9, 2017.



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 <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.

**City of St. Helena
PROCLAMATION**

**Elder and Dependent Adult Abuse Prevention Month
June 2017**

WHEREAS, Every year, more than two million disabled and elderly citizens are victims of physical and emotional abuse and neglect, and exploitation and they are denied many of their rights; and

WHEREAS, In 2016, approximately 450,000 more vulnerable adults were the victims of abuse, neglect, or exploitation in the United States; and

WHEREAS, The health and well-being of disabled and elderly people in our state should be one of our highest priorities and of concern to all Americans; and

WHEREAS, No aspect of our society—technology, agriculture, science, religion, sports, education—would enjoy its current prominence without the contributions from those who are elderly or have disabilities; and

WHEREAS, We can all benefit from the wisdom and knowledge acquired by Americans who are elderly or have disabilities. The experience of their past can help our state meet the challenge of its future; and

WHEREAS, People who are elderly or have disabilities are among the most important resources of our state, and it is fitting that we recognize the need to protect their health, safety, and rights;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the month of June, 2017 to be Elder and Dependent Adult Abuse Prevention month in Saint Helena, and urge all citizens to work together in the years to come to help reduce abuse and neglect of people who are elderly or have disabilities.

Dated: June 13, 2017

Alan Galbraith, Mayor
City of St. Helena

City of St. Helena

PROCLAMATION

LGBTQ Pride Month

June 2017

Whereas, June is commemorated as “International Gay Pride Month” honoring the history, achievements, and contributions of LGBTQ people are celebrated around the globe; and

Whereas, the City of St. Helena celebrates the vast diversity of its citizens, including those who are lesbian, gay, bisexual, transgender, queer (or questioning), and seeks to be a safe, healthy and inclusive place for all citizens and their families; and

Whereas, the City of St. Helena strives to be a community that offers equal opportunity, whose citizens all deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation;

Whereas, the City of St. Helena it is committed to support and encourage diversity in the workplace and throughout the community;

Whereas, June has become a symbolic month in which lesbian, gay, bisexual, transgender, queer (or questioning), and intersex people, their families, friends, and allies come together in various celebrations of freedom and pride.

Whereas, California has been a leader in advancing the civil rights of its LGBTQ citizens. And while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved.

Now, therefore let it be resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim June 2017 as “**Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month**” and invites everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding.

Dated: June 13th, 2017

Alan Galbraith, Mayor

City of St. Helena

City of St. Helena

PROCLAMATION

In Honor and Recognition of Outstanding Community Service by a Good Samaritan and Employee of the City of St. Helena Fire Department

Whereas, in the early morning of June 2, 2017, **Elliot Bell**, an off-duty firefighter for the City of St. Helena, while on his way returning home after work as a Sous Chef from the French Laundry, discovered a single vehicle accident with a female victim trapped in her burning automobile; and

Whereas, **Elliot Bell**, having arrived at the scene simultaneously with a tow truck driver, discovered that the trapped victim had a compound fracture of the femur; and

Whereas, **Elliot Bell**, at risk to his safety and well-being, Elliot Bell and the tow truck driver pull the victim from the vehicle saving her life; and

Whereas, **Elliot Bell**, remained on scene until the local firefighters and paramedics arrived; and

Whereas, **Elliot Bell**, displayed generous and selfless service as an off-duty fireman and Good Samaritan; and

Whereas, it is important that all persons of the City of St. Helena know of and appreciate the heroism and selfless acts that certain citizens perform without consideration of their own safety, and the civic responsibility shared by all to safeguard and support each other in times of need.

Now, therefore let it be resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the heroism, service and compassion shown by Elliot Bell, as outstanding and encourage all residents of the City of St. Helena to honor his good deed for another individual in a time of need.

Dated: June 13th, 2017

Alan Galbraith, Mayor

City of St. Helena

City of St. Helena

PROCLAMATION

**In Honor and Recognition of
Outstanding Heroism by a Good Samaritan**

Whereas, in the early morning of June 2, 2017, **Diego Serrano**, a tow truck driver with V & U Towing, while returning to the shop from another call, discovered a single vehicle accident with a female victim trapped in her burning automobile; and

Whereas, **Diego Serrano**, having arrived at the scene simultaneously with an off-duty St. Helena fireman who had discovered that the trapped victim had a compound fracture of the femur; and

Whereas, **Diego Serrano**, at risk to his safety and well-being, **Diego Serrano** and the off-duty fireman pulled the victim from the vehicle saving her life; and

Whereas, **Diego Serrano**, remained on scene until the local firefighters and paramedics arrived; and

Whereas, **Diego Serrano**, displayed generous and selfless service as a Good Samaritan; and

Whereas, it is important that all persons of the City of St. Helena know of and appreciate the heroism and selfless acts that certain citizens perform without consideration of their own safety, and the civic responsibility shared by all to safeguard and support each other in times of need.

Now, therefore let it be resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the heroism, service and compassion shown by **Diego Serrano**, as outstanding and encourage all residents of the City of St. Helena to honor his good deed for another individual in a time of need.

Dated: June 13th, 2017

Alan Galbraith, Mayor

City of St. Helena



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration of a resolution approving the St. Helena Community Band to host musical entertainment at Lyman Park on Sunday July 2, 2017 from 4:00 pm to 8:00 pm; and waive the encroachment permit fee of \$200.00, noise permit fee of \$25.00 and the Lyman Park Gazebo rental fee of \$50.00.

CEQA Determination: Categorically exempt from CEQA, Sections 15323, 15061

Prepared By: C Cook
Chrissy Cook, Administrative Assistant

Reviewed By: Erica Ahmann Smithies
Erica Ahmann Smithies, PW Director and City Engineer

Approved By: Larry F. Pennell
Larry F. Pennell, Interim City Manager

BACKGROUND

St. Helena Community Band Performance in Lyman Park is an annual event. It is a free summer concert held on Sunday July 2, 2016, from 4:00-7:00 pm. This is a family friendly concert open to the general community. The St. Helena Community Band is a group of local musicians who love getting together to make music. They enjoy sharing their talents throughout the Napa Valley to further appreciation and music education in the community.

The Band, originally founded in 1921, was reestablished in 2007 by Francis Ford Coppola. Mr. Coppola believed life in the Upper Valley would be greatly enhanced by a community band. Since then they have grown to over 35 members. New members are

welcome at any time: young, old, experienced, or novice. The only requirement is a desire to play and perform good music. Under the direction of maestro Dr. Andy Collinsworth, the Band performs several concerts throughout the year supporting both community events and private celebrations. The public concerts are always free and are supported through the generosity of donations from the public. This is a 501(c) (3) organization. The Lyman Park Independence day concert is the capstone of the summer season and will feature spirited patriotic music as well as classical selections, marches, Broadway show tunes, and big band favorites. Last years Lyman Park concert drew the biggest crowd in recent memory and hope this year's does as well.

DISCUSSION

Current City Municipal Code does not include provisions for reserving Lyman Park or allow staff to waive fees, therefore staff is requesting City Council to approve these items. The St. Helena Community Band has requested permission to host musical entertainment at Lyman Park on July 2, 2017, between the hours of 4:00 pm and 8:00 pm. The St. Helena Community Band would like to have the \$200.00 encroachment permit fee for using Lyman Park, the \$50.00 gazebo rental fee and \$25.00 noise permit fee issued by the St. Helena Police Department to be waived.

FISCAL IMPACT

Waiver of the encroachment permit fee in the amount of \$200.00, the \$50.00 Lyman Park gazebo rental fee and the waiver of the noise permit fee of \$25.00.

RECOMMENDED ACTION

Adopt the attached resolution allowing use of Lyman Park which is subject to a City encroachment permit and waive the encroachment permit, gazebo rental and noise permit fees.

ATTACHMENTS

[Attachment 1 RESO Community Band Encroachment Permit Application](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**APPROVING THE USE OF LYMAN PARK
FOR A MUSICAL ENTERTAINMENT EVENT
AT LYMAN PARK BY THE ST. HELENA
COMMUNITY BAND JULY 2, 2017 4:00 PM –
8:00 PM AND WAIVE ASSOCIATED FEES**

RECITALS

- A. The St. Helena Community Band has requested permission to host a musical concert at Lyman Park on July 2, 2017, between the hours of 4:00 pm and 8:00 pm.
- B. This is a family friendly concert open to the general community.
- C. The St. Helena Community Band is a group of local musicians who love getting together to make music. They enjoy sharing their talents throughout the Napa Valley to further music appreciation and music education in the community.
- D. The Band, originally founded in 1921, was reestablished in 2007 by Francis Ford Coppola. Mr. Coppola believed life in the Upper Valley would be greatly enhanced by a community band. Since then they have grown to over 35 members. New members are welcome at any time: young, old, experienced, or novice. The only requirement is a desire to play and perform good music.
- E. Under the direction of maestro Dr. Andy Collinsworth, the Band performs several concerts throughout the year supporting both community events and private celebrations. The public concerts are always free and we are supported through the generosity of donations from the public. This is a 501(c)(3) organization.
- F. The Lyman Park Independence day concert is the capstone of the summer season and will feature spirited patriotic music as wells as classical selections, marches, Broadway show tunes, and big band favorites. Last years

Lyman Park concert drew the biggest crowd in recent memory and they hope this year's does as well.

RESOLUTION

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

1. Permission is hereby granted to the St. Helena Community Band to use Lyman Park for their event.
2. The encroachment permit fee of \$200.00, the Lyman Park Gazebo rental fee of \$50.00 and noise permit fee of \$25.00 are waived.

Approved at at the regular St. Helena City Council meeting on June 13, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:ATTEST:

Alan Galbraith, Mayor Cindy Black, City Clerk

**CITY OF ST. HELENA
ENCROACHMENT PERMIT
APPLICATION**

PERMIT # _____

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

Applicant: SAINT HELENA COMMUNITY BAND
(Property Owner or Contractor)

Email: jfarmer@seedgrain.com

Phone: 707-227-8371

Job Location: Lyman Park

I (or we) hereby apply for an encroachment permit to carry out the following work:
HOLD A BAND CONCERT ON SUNDAY, JULY 2, 2017, 4-8 PM

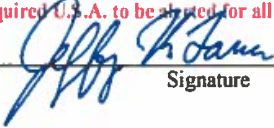
Estimated Start Date July 2, 2017 **Estimated Completion Date** July 2, 2017

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

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

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

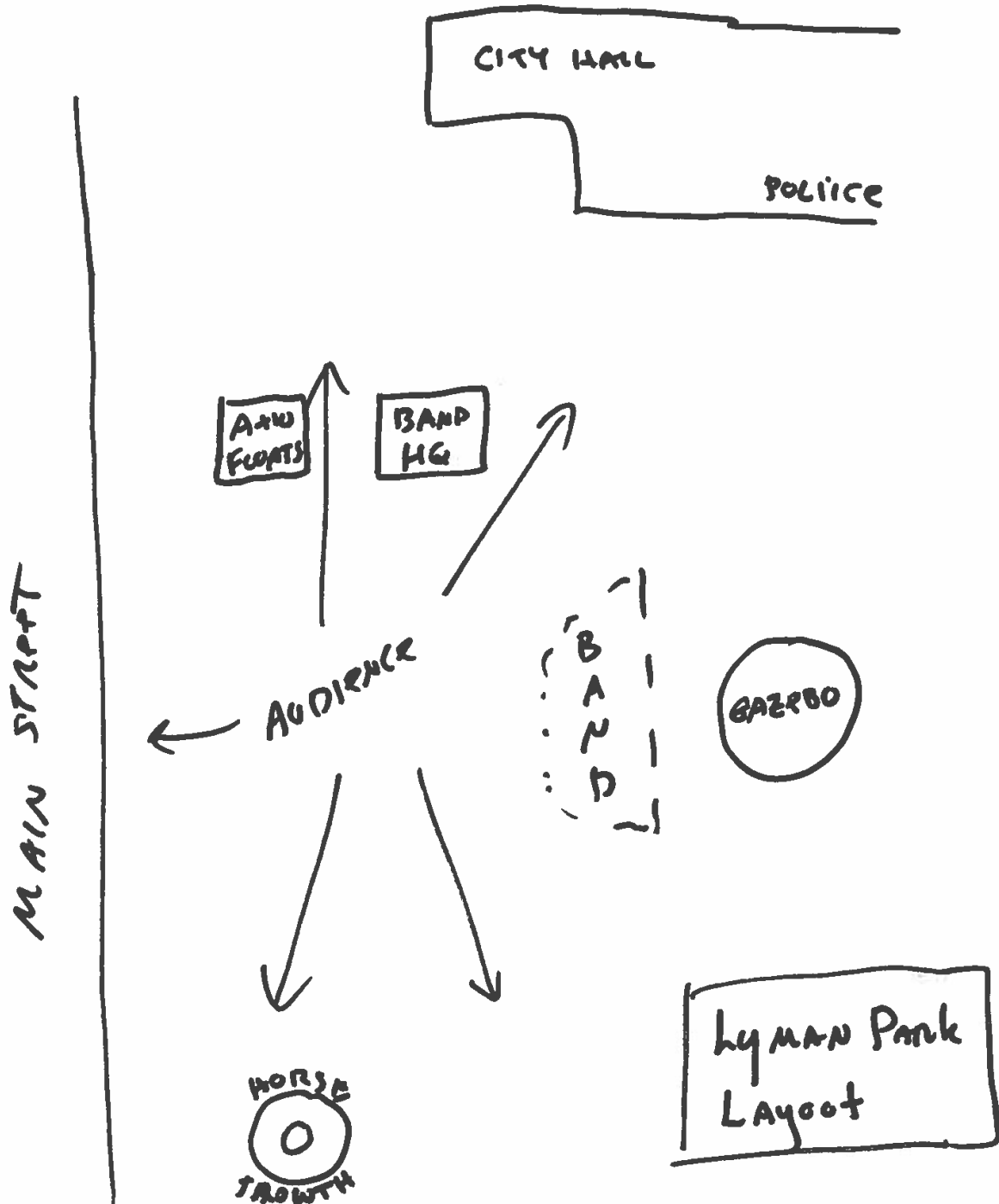
State Law requires U.S.A. to be started for all underground work two (2) working days prior to start date

Applicant:  TREASURER
Signature Title Date

Conditions: _____

Approved By: _____
Public Works Staff Date

SAINT HELENA COMMUNITY BAND
INDEPENDENCE DAY CONCERT
JULY 2, 2012



**Saint Helena Community Band
Encroachment Permit Addendum**

Event Date: Sunday, July 2, 2017, 4-8pm, Lyman Park

- There will be a small tent where the A&W floats will be served from. Band volunteers will be doing the serving.
- “Band HQ” will be a small canopy tent from which volunteers will give out information about the Band.
- The Band will not use the gazebo except that some Band member may store their instrument cases there.
- The Band is requesting the City Council to waive all fees including encroachment, rental, and noise permit fees.
- The insurance certificates included are from last year. I will get updated certificates to you once our policy renews on June 5, 2017.

→ Council 6/13



POLICE DEPARTMENT

1480 MAIN STREET

ST. HELENA, CALIFORNIA 94574

(707) 967-2850 FAX (707) 963-8043

William Imboden
Chief of Police

PERMIT APPLICATION FOR CITY CODE SECTION 8.24.010 (UNNECESSARY NOISES GENERALLY)

APPLICANT: SAINT HELENA COMMUNITY BAND DATE: Apr. 28, 2017
 ADDRESS: P.O. Box 261, SH 94574 PHONE: 707-227-8371
 EVENT SPONSOR: _____ ☐ PROFIT ☒ NON-PROFIT
 LOCATION OF EVENT: LYMAN PARK
 ADDRESS (IF DIFFERENT): _____
 TYPE OF NOISE: MUSIC AMPLIFICATION: ☒ YES ☐ NO
 DATE OF EVENT: SUN JULY 2, 2017 TIME OF EVENT: 4pm TO ~8pm
 TYPE OF EVENT: CONCERT APPROXIMATE NUMBER OF PEOPLE ATTENDING: ~100
 PERSON(S) AT EVENT TO CONTACT IF NECESSARY: Jeff Fanner

This permit may be approved only under the following conditions:

- 1) It reasonably appears that the activity is otherwise permitted under this code.
- 2) It is determined that permitting the noise after 10:00pm is more beneficial to the community than detrimental to residents in the immediate area.

This permit may be revoked by a Saint Helena Police Officer if, at any time, the noise becomes unreasonably loud. Upon revocation on subsequent complaints, such noise may be declared a public nuisance and responsible persons will be guilty of an infraction per City Code Section 8.24.030.

I have read the above, understand and agree to abide by the conditions set forth.

SIGNATURE: *Jeff Fanner*
 APPROVED: *[Signature]*
 CHIEF OF POLICE

DATE: Apr. 28, 2017
 DATE: 4/28/17

"REQUIRED INSURANCE FORM"

POLICY NUMBER: **GLP 0302812**

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers

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

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

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Must reference/include insured's policy #

Should also include: effective dates, insured's name

Signature – Authorized Representative

Address

CG 20 12 07 98

Copyright, Insurance Services Office, Inc., 1997

6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SL Insurance Associates 275 Tennant Ave. #207		CONTACT NAME: Bill Siebe PHONE (A/C, No, Ext): (408) 776-8800 E-MAIL: bill@slinsure.com ADDRESS:	
INSURED Morgan Hill Saint Helena Community Band PO Box 281 Saint Helena		INSURER(S) AFFORDING COVERAGE INSURER A: GREAT AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
CA 95037		NAIC # 16691	
CA 94574			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	GLP 0302812	06/05/2016	06/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As it pertains to its California operations, and where required by contract for any and all locations for that contract, the following is named as additional insured interest.

The City of Saint Helena, its agents, officers, officials, employees and volunteers

Event: Concert at Lyman Park, 1430 Main St, St. Helena, July 3, 2016

CERTIFICATE HOLDER

CANCELLATION

The City of St. Helena 1401 Grayson St St Helena Ca 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>B Siebe</i>
--	---

ACORD 25 (2014/01)

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Permit Contract

Page 1 of 1

Permit Contract

City of St Helena
 1480 Main Street
 St Helena, CA 94574
 Phone: (707) 967-2792
 FAX: (707) 963-7748
 Email: haidia@ci.st-helena.ca.us

Permit #1311, Approved
 Mar 9, 2017 3:37 PM



St Helena Community Band
 PO Box 261
 St Helena, CA 94574
 Email: jfarmer@seedgrain.com

Prepared By: Chrissy Cook

Customer ID: 8783
 Home: (707) 227-8371

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

▼ RESERVATIONS

Event		Resource		Center		Notes
St Helena Community Band #1311		Lyman Park Gazebo		Lyman Park		--
Type: Event				1400 Block Main Street		
Attend/Qty: 0				Saint Helena, CA 94574		
				—		
Days Requested		Event		Event Ends		
Day	Date	Event Begins	Duration	Date	Time	
Sunday	Jul 2, 2017	4:00 PM	5 hours	Jul 2, 2017	9:00 PM	
		Summary				Notes
Total Number of Dates: 1				—		
Total Time: 5 hours						

SAMPLE TEXT: Terms & Conditions: This agreement, when signed by the applicant and a representative of the Organization, constitutes a contractual agreement binding both parties to certain obligations.

The applicant agrees to observe and obey all Organization rules and regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions which force the cancellation of the event.

The Organization agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration of a resolution approving a proposal to expand the regulated food and beverage establishments inventory for an approved food and beverage establishment at 1351 Main Street.

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By:

AA

Reviewed By:

Neal Howard

Approved By:

Perry F. Pennell

BACKGROUND

On May 16, 2017, the Planning Commission unanimously approved a use permit amendment for a 32-seat food and beverage establishment at 1351 Main Street in the Central Business district (CB). The space is currently occupied by Napa Valley Extra Virgin which is a retail food store with no on-site preparation of food products with permitted accessory sale of wine and wine tasting.

Municipal Code Section 17.48.090(C) caps the number of regulated food and beverage establishments within the City to 30. Any increase in the number of permitted food and beverage establishments beyond the established 30 requires City Council approval for the operation to be allowed.

DISCUSSION

The applicant requested and was unanimously granted (by the Planning Commission) use permit amendment approval to operate a 32 seat food and beverage establishment, including cheese, charcuterie, caviar, olives, beer and wine. No commercial kitchen exists nor is one proposed. Food will be produced off-site, stored in commercial refrigeration systems, and cut/sliced and plated on-site. The applicant expects to have 1 to 3 full-time employees and the proposed hours of operation would be Tuesday – Sunday from 11am to 10pm. The project site has two on-site parking spaces which meets code required parking.

In granting this approval, the Commission conditioned the project to go before the City Council for an increase in the regulated food and beverage inventory, given the limitation identified in Code Section 17.48.090. Given this condition, the project is before the City Council for approval.

FISCAL IMPACT

No fiscal impacts beyond the slight increase in sales taxes associated with a new food and beverage establishment have been identified by staff.

RECOMMENDED ACTION

It is recommended by the Planning Commission and the Department of Planning and Community Improvement, that the City Council approve the proposed increase in the number of restaurants to allow a new 32-seat food and beverage establishment to open and operate at 1351 Main Street.

ATTACHMENTS

[City Council Resolution](#)

[Commission Report & Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN
INCREASE IN THE NUMBER OF FOOD AND BEVERAGE ESTABLISHMENTS
BEYOND THE CURRENT LIMITATION OF THIRTY (30) ESTABLISHED BY ZONING
CODE SECTION 17.48.090**

RECITALS

- A. The Planning Commission, considered the project, staff report, and all testimony, written and spoken, at a duly noticed Public Hearing on May 16, 2017, and approved a use permit amendment to allow a 32-seat food and beverage establishment to operate at 1351 Main Street in the Central Business District (CB), and
- B. This approval was subject to approval of an increase in the food and beverage establishments inventory beyond the limitation of 30 established in the Zoning Code; and
- C. The City desires to expand on the range and style of food establishments serving the citizens of St Helena.

RESOLUTION

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

- 1. The City Council approves the operation of a 32-seat food and beverage establishment above and beyond the food-establishment limitation of thirty (30), established by Zoning Code Section 17.48.090(C), and
- 2. The City Council hereby re-affirms and supports all findings made by the Planning Commission in their approval of a use permit amendment to allow a 32-seat food and beverage establishment to operate at 1351 Main Street; and
- 3. As required by the California Department of Alcoholic Beverage Control for appropriate licensing, the City Council finds that public convenience and/or necessity would be served by the issuance of an ABC license; and
- 4. Therefore, this City Council approval is subject to the project applicant demonstrating compliance with all conditions and requirements established by the Planning Commission Resolution of Approval.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on June 13, 2017 by the following roll call vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Dohring: _____
Councilmember Koberstein: _____

Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



PLANNING COMMISSION REPORT

Planning Commission Meeting of May 16, 2017

AGENDA SECTION: Public Hearing

FILE NUMBER: PL17-022

SUBJECT: Request by Billy and Lisa DeVore for a use permit amendment order to allow for food and beverage service at an existing retail space located at 1351 Main Street in the CB: Central Business district.

PREPARED BY: Aaron Hecock, Senior Planner

REVIEWED BY: Noah Housh, Planning and Community Improvement Director

LOCATION OF PROPERTY: 1351 Main Street

APN: 009-240-005

GENERAL PLAN/ZONING: Central Business/CB: Central Business

APPLICANT: Billy and Lisa DeVore

PHONE: (504) 300-7105

PROJECT DESCRIPTION

The applicant is seeking a use permit amendment in order to modify an existing use permit to allow for food and beverage service in addition to retail sales at the current Napa Valley Extra Virgin space at 1351 Main Street. The existing use permit for the space (#2005-67) was approved in November 2005 and allowed for a *"specialty food store offering olive oils, vinegars, mustard, tapenades, various spreads, jams, honeys, flavored oils, and similar products"*. This permit authorized the operation of a retail food store with no on-site preparation of food products and take out. The accessory sale of wine and tasting of wine was permitted with the Use Permit.

The applicant wishes to modify this previously approved use permit in order to permit the service of food and beverages, including cheese, charcuterie, caviar, olives, beer and wine in addition to the previously approved retail and accessory alcohol sales. No commercial kitchen exists nor is one proposed. Food will be produced off-site, stored in commercial refrigeration systems, and cut/sliced and plated on-site.

The applicant would reconfigure the interior space to provide seating for 32 people. The applicant expects to have 1 to 3 full-time employees and the proposed hours of operation would be Tuesday – Sunday from 11am to 10pm.

ANALYSIS

CEQA

Staff finds that the project is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. The project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

GENERAL PLAN

The subject property has a General Plan land use designation of Central Business (CB). This designation provides for retail, personal service uses, offices, restaurants, hotels/motels, service stations, public and quasi-public uses, and similar and compatible uses that serve local residents and the surrounding area. Emphasis is on pedestrian-oriented retail and service uses on the ground floor level, with office and residential uses on the upper levels. The intent is for the CB district to remain primarily local resident-serving in character. New uses which serve both local residents and tourists are allowed. General Plan policies applicable to the proposed project include:

- **2.6.27** Prohibit commercial uses that are primarily tourist-serving in nature, and that are inconsistent with the community image of St. Helena.
- **2.6.35** Maintain the Central Business District as the City's social and cultural core and the primary center for retail business.
- **2.6.38** Encourage primarily local serving businesses in the CB and SC designated areas.
- **3.4.1** Prohibit any visitor-serving activity or development which would compromise the quality of life for St. Helena residents.
- **3.4.2** Support the development of a responsible visitor-serving component to the City's economy as a valuable source of jobs, tax revenues, and cultural amenities.
- **3.4.3** Give preference to visitor-serving uses whose orientation is toward a more discriminating upscale market consistent with the Valley's reputation as a producer of world-class wines, and discourage the introduction of uses that are dependent upon a mass tourist market, while not increasing the total number of tourists.
- **3.4.4** Prohibit the development of new retail uses that are oriented primarily toward tourists. Non-retail type tourist-serving uses, such as transient occupancy units, tasting rooms, and restaurants, will be controlled by city ordinances.

Staff Response: Staff finds that the proposed uses are consistent with the General Plan in that they can be both local and tourist serving.

ZONING

Consistent with the Central Business land use designation in the General Plan, the site exhibits a zoning designation of CB: Central Business. This designation provides for retail, personal service uses, offices, restaurants, hotels/motels and other similar and compatible uses. The intent is for the CB district to remain primarily locally serving in character. New uses which serve both local residents and tourists are allowed; however, uses which are primarily tourist-serving are not permitted. Local serving businesses are considered to be those that derive a significant portion of their revenue from St. Helena residents, and which provide services and products which satisfy local resident's day to day needs. It is presumed that the "local" customer base is defined by regular repeat customers from the community.

Pursuant to Municipal Code Section 17.48.030, eating and drinking establishments require approval of a use permit in the Central Business district. Furthermore, the proposed restaurant space is subject to the Regulated Food and Beverage Inventory as a new food serving establishment. Municipal Code Section 17.48.090(C) caps the number of regulated food and beverage establishments within the City and has been increased from time to time to accommodate new use permits in town. An increase in the number of permitted food and beverage establishments requires City Council approval, such approval has been added as a conditional in the attached Resolution.

Use Permit

The purpose of a use permit is to allow the proper integration of essential or desirable uses which may be suitable only in certain locations or zoning districts in the City, or to ensure that such uses are designed or arranged on the site in a particular manner. In its review of applications for use permits, the Planning Commission shall evaluate each proposed use in order to consider its impact on the City. Pursuant to Municipal Code Section 17.168 050, no use permit shall be granted unless the following findings can be made:

1. That the proposed use would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community.
2. That the proposed use would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties or uses.
3. That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan.
4. That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection.
5. That the proposed use would provide adequate ingress and egress to and from the proposed location.
6. That allowing the proposed use would not conflict with the City's goal of maintaining the economic viability of a local serving economy.

7. That the proposed use would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located.
8. That the proposed use would not be in conflict with the City's General Plan.
9. That the proposed use would not be injurious to public health, safety, or welfare.
10. That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan.
11. That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available.
12. That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use.

Staff Response: Staff finds that the project meets and/or complies with the required findings to approve a Use Permit as identified above. The findings included in the attached resolution identify this compliance.

PARKING

The applicant's building is within the City's parking impact overlay district. The purpose of the parking impact overlay district is to establish parking standards for portions of the City generally located within the central business district. This area of the City is impacted by a lack of off-street parking because the buildings are of historic and unique character and were constructed in the early history of the City when automobiles were not as common.

Because the proposed use would change from general commercial/retail to an establishment with seating for food and drinks within the parking impact overlay district, Municipal Code Section 17.104.020(C) parking standards apply. This section states that "the parking requirements for a change in category of uses in the parking impact area shall equal the difference between what would (be) require(d) for the new use, minus what Chapter 17.124 would require for the previous use." Municipal Code Section 17.124.030(D) requires that establishments with seating for service of food and/or drinks have one (1) space for each four (4) seats. As the applicant is proposing 32 seats for food and beverage uses, they would be required to provide 8 on-site parking spaces ($32 \text{ seats} / 4 = 8$). The parking requirement for general commercial uses is one (1) space for each 300-sf of floor area. With 1,900-sf of floor area, the previous retail use would require 6 parking spaces ($1,900\text{-sf} / 300\text{-sf} = 6$). Therefore, as required by the Parking Impact Overlay District, the applicant would be required to provide two (2) on-site parking spaces ($8 - 6 = 2$).

Staff Response: As the attached floor plan shows, there are two (2) dedicated spaces directly behind the building. In addition, the applicant's would have access to 16 first come, first serve spaces at the building owner's property at 1336 Oak Avenue. The proposed use meets code requirements for dedicated off-street parking.

WATER

Chapter 13.12.050 of the Municipal Code requires mandatory water efficiency measures and water demand offset requirements for new construction. Among these provisions is the requirement that any “new development” (i.e. construction that would introduce any freestanding building that contains water-using fixtures, any floor area additions to existing nonresidential structures, or any residential additions or remodeling that increases the number of independent living units) offset new water demand by an amount equal to the new demand placed on the city water system (i.e., it must be water neutral). The offset must be clearly demonstrated to the satisfaction of the Public Works Department.

Staff Response: The proposed change in use does not result in any new development, as defined above, and therefore is not subject to the St. Helena Water neutrality provisions.

SIGNAGE

The applicant is not proposing any new or modified signage at this time.

CORRESPONDENCE

As of the completion of this report staff had received no correspondence related to this application.

STAFF RECOMMENDATION

For the reasons described above, staff recommends that the Planning Commission:

1. Determine that the project is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities; and
2. Accept the required findings and approve a use permit amendment for 1351 Main Street.

ATTACHMENTS

[1351 Attachment 1 - Resolution](#)

[1351 Attachment 2 - Applicant Statement](#)

[1351 Attachment 3 - Floor Plan](#)

[1351 Attachment 4 - UP 2005-67](#)

**CITY OF ST. HELENA, STATE OF CALIFORNIA
USE PERMIT AMENDMENT NO.
GRANTED TO 1351 MAIN STREET SUITE (#PL17-022)**

PROPERTY OWNER: Ronald J. Arata

APN: 009-240-005

RECITALS

1. The applicant requests a use permit amendment order to allow for food and beverage service in addition to retail and beer/wine sales in a tenant space located at 1351 Main Street in the CB: Central Business district.
2. Use Permit #2005-67 was approved on November 15, 2005 and allows for a "specialty food store offering olive oils, vinegars, mustard, tapenades, various spreads, jams, honeys, flavored oils, and similar products". The permit authorized the operation of a retail food store with no on-site preparation of food products and take out. The accessory sale of wine and tasting of wine was permitted with the Use Permit.
3. The Planning Commission of the City of St. Helena, State of California, held a duly noticed public hearing on May 16, 2017.

RESOLUTION

The Planning Commission of the City of St. Helena, State of California, approved the use permit amendment on the following basis:

- A. In making the findings in this Resolution, the Planning Commission relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff reports, City files for this matter, correspondence, presentations and other materials.
- B. The Planning Commission hereby finds that this project is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities.
- C. In accordance with Municipal Code Section 17.168.050, the Planning Commission makes the following use permit findings to support the motion to approve the use permit:
 1. *That the proposed use would not generate odors, fumes, dust, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community in that the use is food service and retail in nature and would occur within an existing building in a commercial district.*
 2. *That the proposed use would not generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties or uses in that the use is food service and retail in nature and would occur within an existing building in a commercial district.*
 3. *That the proposed use would not generate traffic noise in excess of the "normally acceptable" range identified in the General Plan as project generated traffic will not increase the level of traffic noise on Highway 29 (Main Street).*

1351 Main Street
Use Permit Amendment
May 16, 2017

4. *That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection, and fire protection in that the use is food service with no commercial kitchen and retail in nature and will therefore not make excessive demands on these services.*
5. *That the proposed use would provide adequate ingress and egress to and from the proposed location as ingress and egress would not change for the existing building.*
6. *That allowing the proposed use would not conflict with the City's goal of maintaining the economic viability of a local serving economy in that the proposed use will serve the local community.*
7. *That the proposed use would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located as the proposed uses are consistent with the Central Business zoning district.*
8. *That the proposed use would not be in conflict with the City's General Plan in that it can be both local and tourist serving.*
9. *That the proposed use would not be injurious to public health, safety, or welfare in that it is food service and retail in nature and within an existing building.*
10. *That granting the use permit amendment would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the City or would be in conflict with the General Plan in that this use permit amendment only applies to this property and to these specific uses.*
11. *That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long term parking needs of employees and business owners and customers is available in that the project's ability to meet required parking has been accounted for as discussed in the staff report.*
12. *That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use in that the proposed uses will occur in an existing building, will generate very little traffic and can adequately be served by existing streets.*

Planning Department Conditions of Approval

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

1. The use permit shall be vested within one (1) year from the date of approval. The permit may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals. Any request for an extension must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
2. This permit is valid for this use only. New permits must be applied for upon any change in use. This permit will expire if the use is discontinued pursuant to existing ordinances and regulations.
3. The permit shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed to the City Council within that 14 day period.

1351 Main Street
Use Permit Amendment
May 16, 2017

Agenda Item #5.1.

4. All required fees, including planning fees, development fees, housing fees, building fees toilet retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit. Fees shall be those in effect at the time of the issuance of the building permit.
5. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
6. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
7. Provided they are in general compliance with the permit, minor modifications may be approved by the Planning Director.
8. This permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
9. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official/Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
10. Fire equipment shall be inspected annually by the Fire Department.
11. A maximum of 32 seats for food and beverage use is permitted.
12. An increase to the regulated food and beverage inventory as approved by the City Council is required and must be obtained.
13. Proper California Department of Alcoholic Beverage Control (ABC) licensing must be obtained for any alcohol sales on premise.
14. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.

1351 Main Street
Use Permit Amendment
May 16, 2017

Public Works Department Conditions of Approval

15. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
16. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
17. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.
18. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
19. An encroachment permit shall be required for any work performed in the public right of way.

Building Department Conditions of Approval

20. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2016 Title 24 codes.
21. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
22. The applicant shall provide a construction waste management plan with the building permit application.
23. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
24. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.
25. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the

1351 Main Street
Use Permit Amendment
May 16, 2017

Agenda Item #5.1.

required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

I HEREBY CERTIFY that the foregoing use permit amendment was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on May 16, 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Grace Kistner
Chair, Planning Commission

Noah Housh
Planning Director

Agenda Item #5.1.

Proposed Project: The Saint, 1351 Main St. Saint Helena, Ca. 94574

Square Footage: 1920

Intro:

The use permit Amendment is requested by Billy DeVore & Lisa Grijalva DeVore. As residents and current business owners we want to be a part of the community of Saint Helena. It is our goal to build an establishment that not only welcomes and is a part of the tourism industry but focuses on the local community as well. It is with hope and anticipation that we submit this application, we thank you for your time and consideration and look forward to a bright future in our home town.

Business Activity:

The use permit amendment is requested to include the addition of Cheese, Charcuterie, Caviar, Wine, Beer and Olives to the current sales of Olive Oil.

The Saint would operate as an upscale Wine, Cheese, Charcuterie & Caviar Lounge. The primary operation of the business is to provide the above items to the customer for consumption on premise.

Orders will be taken, paid and picked up at the counter.

Wine, Beer and Food products will be sourced from both licensed local vendors and commercial wholesale distributors.

Wine, Beer and Food will be stored in commercial refrigeration systems and prepared on commercial grade prep stations. California food and safety guidelines will be adhered to for the storage and preparation of food products. We are food safe certified.

There is not a commercial kitchen in the location. The food items to be sold and stored are deli products which require refrigeration. We are not proposing a full commercial kitchen as items to be sold do not require a range/stove/fryer. The equipment to be installed: commercial refrigerators, prep station and dishwasher. There is currently a sink behind the counter.

Food preparation consist of slicing and cutting with commercial grade cutlery.

Food served will be prepared by plating items on cheese boards. Caviar will be served in its original chilled 3,5 & 7 ounce containers.

Wine to be served by the glass or by bottle.

Beer to be served by bottle.

Additional drinks to be served bottled water and soft drinks in original containers.

The business model we propose requires seating, we would like to propose 32 seats.

Agenda Item #5.1.

Proposed Hours

11am-10pm

Tuesday-Sunday

Employees

1-3 full time employees

Modifications

Other than cosmetic and equipment additions, there would be no structural modifications to the interior and exterior the building. Cosmetic would be interior paint as well as the addition of seating and tables. Equipment would refer to commercial refrigerator, prep table and dishwasher.

Parking Spaces

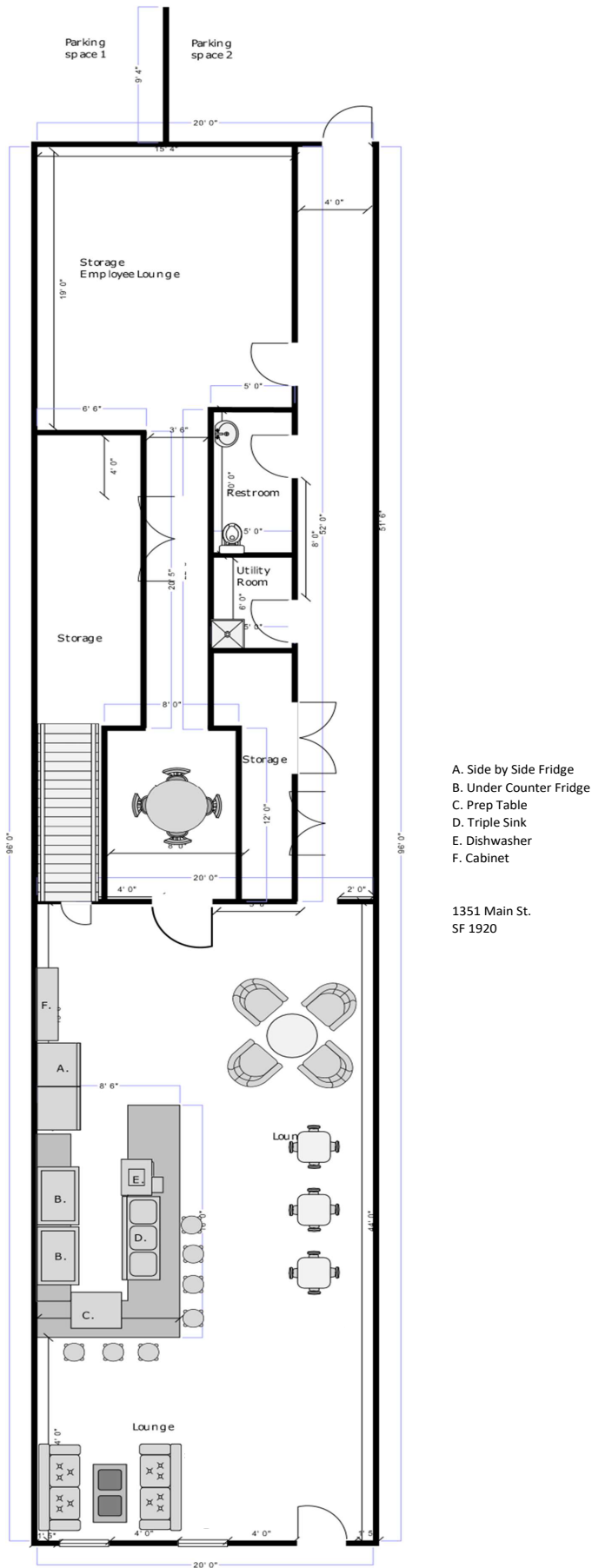
Two designated parking spaces are assigned to the building as well as 16 first come first serve spaces located at Building owners property/parking lot at 1336 Oak Ave, located directly behind the 1351 Main St., location is shown on the diagram, not to scale.

Square Footage

1920

Lisa Grijalva Devore

Billy DeVore III





Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing a "piggy-back" purchase allowing the City Manager to execute an agreement with MarinIT for a 5-year lease purchase for the implementation of a new Cisco VoIP Phone System Replacement in an amount not to exceed \$30,704 per annum

CEQA Determination: Not a CEQA project

Prepared By:

A handwritten signature in blue ink, appearing to read "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

Reviewed By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

Approved By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

BACKGROUND

A phone system for businesses typically consists of phones, a management software application to control the features and integration of the phones, and a voicemail system that allows users to manage, store, and retrieve voicemail. The City of St. Helena's phone system is comprised of a convoluted legacy phone system where the main system for City Hall, which includes Police, Fire and Library are on a primary phone system managed and operated on a Toshiba Strata CIX IP platform that was purchased

and installed in 1998 from Ameritel. The Strata CIX is the management software that controls the features and integration of the phones as well as controls the voicemail system that allows the users (staff) to manage, store and retrieve voicemail. City Hall is fully integrated with the Strata CIX, while the City's ancillary buildings, Public Works (Public Works Corp yard, Water and Wastewater plants, pump stations) and Recreation buildings (Carnegie, Teen Center, and Head Start) are not fully integrated under this primary system. The ancillary buildings do not enjoy the full benefits of an integrated system, i.e. calls cannot be transferred from the main system to the ancillary buildings and some ancillary sites do not use the main voicemail system. Both systems, City Hall and the ancillary sites, use AT&T copper lines for the basic inbound and outbound calls.

The Strata CIX management software that allows staff to make changes to the system is an aged, counter-intuitive program and is currently only installed on a laptop shared with the City Clerk, who uses the laptop at City Council and Planning Commission meetings. The Human Resources staff has received no formal training on the program suite with has limited to no support from the last vendor who provided support services for the phones and management system. There is no current support contract in place with the vendor therefore it is not a high priority for the vendor to schedule support help immediately, if at all. The last know maintenance support contract with SourceOne Communication appears to have expired at the end of the 2009/10 fiscal year, and there is no institutional knowledge as to why the maintenance contract was not renewed. City departments have been more patience with HR/IT's attempts to deal with the phone system issues, and are at the tipping point given the mounting pressures of providing a continued level of high customer service for the public with a failing phone system. The ability for staff to make simple changes such as moving a phone line when a staff member moves desk is an onerous, if not impossible task. At nearly 20 years with the same phone system, the City is long overdue for upgrading an outdated and obsolete phone system.

DISCUSSION

HR/IT staff began researching various phone systems, specifically looking at Voice Over Internet Protocol (VoIP), which is a technology that allows users to make phone calls using an internet connection instead of an old copper landline. The price point for VoIP provides a significant savings over a landline and with that caveat in mind, HR/IT sought a solution that allowed the City to leverage the potential savings from basic and long distance costs and fold that over into a modern phone system. The City spends approximately \$3,246 a month for basic phone features which includes long distance calls for a total annual expenditure of \$38,950. The City currently owns all the Toshiba phones therefore there are no monthly obligations for the equipment. For the phones that eventually stop working, staff replaces it with one of the few unused phones left in inventory, and for the ancillary buildings, those phones are replaced with a consumer retail phone. Supplanting the annual expenditure of \$38,950 from a 20 year old system to a new VoIP system would provide the City with enhanced features such as unlimited local and long distance calling, caller id, call forwarding, and call conferencing would prove to be a more effective use of those current dollars. Leveraging the same dollars to get additional advanced features such as Dial by name Directory, Multiple Auto-

Attendants, Import Greetings, Dial by Extensions, Holiday Schedule, Cell Phone Integration, Follow Me, Customize Music on Hold, Outlook Integration, Call Recording, would be a more effective and efficient use of those dollars.

During the research process staff consulted with MariniT to determine if the City's high speed internet connection, specifically the DSL (digital subscriber line) and cable lines, would be sufficient to support a VoIP system. Unbeknownst to City staff, it was discovered that MariniT's product and services offering includes VoIP and is a California Multiple Award Schedule (CMAS vendor, Attachment 1). Consideration to Municipal Code 3.04.140 Subsection B. Sole Source Purchases exception is being requested for the acquisition of the new phone system with MariniT. MariniT is the sole source vendor for the last five years in providing Citywide maintenance and support of all Citywide IT services, has the hands-on experience and in-depth knowledge the City's cable lines infrastructure. Additionally, staff has acquired contract pricing from MariniT through the California Multiple Award Schedule (CMAS) purchasing system pricing. Council approval is required for a "piggy-back" purchase in conformance with St. Helena Municipal Code Section 3.04.150 Cooperative purchasing with other agencies for supplies, equipment, special equipment/supplies and general services with an estimated value in excess of twenty-five thousand dollars.

Staff requested proposals for lease option in addition to a purchase option as City Council had directed staff in the last budget session held on May 2 to start considering leasing over purchasing. The proposals received (Attachment 2) were for purchase, 3-year lease and 5-year lease and are summarized as follows:

	Purchase	3-Year Lease	5-Year Lease
Material Total	\$ 94,360	\$ 100,482	\$ 114,828
Labor/nontaxable total	\$ 28,930	\$ 28,930	\$ 28,930
Subtotal	\$ 123,290	\$ 129,412	\$ 143,758
Sales tax at 8 1/2%	\$ 8,021	\$ 8,541	\$ 9,760
Grand total	\$ 131,310	\$ 137,953	\$ 153,519

Purchasing the new VoIP system would require a upfront cost of \$131,310, although the City would have a \$18,857 annual savings from telecom services and the net cost for the first year would be \$112,453, and the return on investment would not be realized until 5.9 years. The lease options for a 3-year contract is \$137,953 with an annual lease payment of \$45,984, or a 5-year contract for \$153,519 with a lease payment of \$30,704. Both lease options do have a \$1.00 buy-out option to purchase and own the equipment at the end of the lease. The following chart summarizes the recurring annual/monthly expense:

	Annually	Monthly	Annually	Monthly	Annually	Monthly	Annually	Monthly
Telecom Expense	\$ 38,950	\$ 3,246	\$ 20,094	\$ 1,674	\$ 20,094	\$ 1,674	\$ 20,094	\$ 1,674
Annual Lease Payment					\$ 45,984.31	\$ 3,832.03	\$ 30,704	\$ 2,559
Upfront Cost			\$ 131,310					
Savings (Increase)			\$ 18,857	\$ 1,571	\$ (25,891)	\$ (2,261)	\$ (10,610)	\$ (987)

Both lease purchase options offer a 0% financing with required annual payment rather than monthly. It is staff's recommendation that the City enter into a five-year lease purchase agreement.

FISCAL IMPACT

The annual lease payment of \$30,704 has been proposed in the FY 2017-18 budget. Subsequent years' 2-5 lease payments would be appropriated for each fiscal year accordingly.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Attachment 1. MarinIT CMAS \(New 2017\)](#)

[Attachment 3. MarinIT VoIP Resolution](#)

[Attachment 2. MarinIT VoIP Proposals](#)



Governor Edmund G. Brown Jr.

December 7, 2016

Mr. David Cooper
 Marin IT Inc.
 366 Bel Marin Keys Blvd, Suite D
 Novato, CA 94949

Subject: Marin IT Inc. California Multiple Award Schedule (CMAS)

CMAS Contract No.: 3-16-70-2767E
CMAS Contract Term: December 7, 2016 through August 31, 2021
Base GSA Schedule No.: GS-35F-303DA

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) Federal GSA product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management & Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, and then select the "For Suppliers/Contractors" tab. This guide covers CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q4-2016 (OCT-DEC)
DUE BY JAN 15, 2017.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login "cmassupplier" and the password "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4387. Thank you for your continued cooperation and support of the CMAS Program.

MARISA TRUAX, Program Analyst
 California Multiple Award Schedules Unit



Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California
MULTIPLE AWARD SCHEDULE
Marin IT Inc.

CONTRACT NUMBER:	3-16-70-2767E
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	12/07/2016 through 8/31/2021
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-303DA
BASE SCHEDULE HOLDER:	Promark Technology, Inc.

This contract provides for the purchase, warranty, and installation of hardware, software, and software maintenance as a product. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at this website www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE PROMARK TECHNOLOGY, INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS CONTRACT.

The services provided under this CMAS contract are only available in support of the products covered by this CMAS contract.

Marisa Truax

MARISA TRUAX, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **12/07/2016**

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**AUTHORIZING A "PIGGY-BACK" PURCHASE
ALLOWING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH MARINIT FOR A 5-YEAR LEASE
PURCHASE FOR THE IMPLEMENTATION OF A NEW
CISCO VOIP PHONE SYSTEM REPLACEMENT IN AN
AMOUNT NOT TO EXCEED \$32,290 PER ANNUM**

RECITALS

- A. The City's Toshiba Strata CIX IP platform phone system is a 20-year old antiquated system is outdated and in need of an upgrade; and
- B. The City of St. Helena desires to lease purchase and implement a Voice over Internet Protocol (VoIP); and
- C. Staff has acquired contract pricing from Marin IT via a quote piggyback" purchase through the state of California Multiple Awards Schedule (CMAS); and
- D. state of California Department of General Services is an approved cooperative purchasing contract and there is no cost or obligation or liability to join; and
- E. the city is a local jurisdiction and through this authority may purchase through this cooperative; and
- F. The City would benefit from increased productivity through technological enhancements.

RESOLUTION

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

- 1. The City Council approves the Agreement between the City of St. Helena and Marin IT for the implementation of the VoIP system; and
- 2. The City Council authorizes the City Manager to execute the agreements on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

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

Councilmember Koberstein: _____

Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Marin IT, Inc - Quotation

366 Bel Marin Keys Blvd., Suite D - Novato, CA 94949

Phone 415.842.3245

Quote Number: 2017-5570

Fax 415.842.3270

Date: 4/26/2017**From:** Tim Bush**Description:** St. Helena New Cisco VoIP Solution

To: April Mitts aprilm@cityofsthelelena.org
 City of St. Helena
 1480 Main St
 St. Helena, CA 94574

Hardware / Software

Description	Qty	Amt.	Extended
Cisco Business Edition VoIP Equipment and Software per attached	1	\$94,359.56	\$94,359.56

Labor / Non Taxable

Description	Qty	Rate	Total
Pre-engineering design and consulting for each department to determine needs, call handling/auto-attendant options, etc. (Police, Fire, City Hall, Library, Carnegie Building, Head Start, Teen Center, Rec & Park, Pub WRX, Water/Waste treatment) -	60	\$120.00	\$7,200.00
- Consultant to meet with each department individually to gather information above			
- Includes one round of post turn-up adjustments to auto-attendant/call handling feature for each department			
Build / configure call manager servers (Software)	80	\$120.00	\$9,600.00
- Build Call Manager and Voicemail servers			
- Configure Active Directory with user extensions & prep for import into VoIP System			
- Configure voicemail for users			
- Configure voicemail to email integration			
- Build extensions and program phones			
- Configure Routers and associated network equipment			
- Prep for delivery and installation			
- Configure and record Auto-Attendant options			
Deliver and layout phones, place on desk, connect to network, register to Call Manager server	24	\$95.00	\$2,280.00
System Turn-up and testing	24	\$120.00	\$2,880.00
Day-One Support -	24	\$120.00	\$2,880.00
- Includes 2 'floater' technicians and 1 'triage' engineer to handle moves, adds, changes			
Staff Training - 4 sessions @ 4 hours each	16	\$120.00	\$1,920.00
Post Day-One tuning/tweaking	16	\$120.00	\$1,920.00
Estimated Shipping/Handling	1	\$250.00	\$250.00

Marin IT - 366 Bel Marin Keys Blvd., Suite D - Novato, CA 94949 - 415.842.3245

4/26/2017

Material Total	\$94,359.56
Labor / Non Taxable Total	\$28,930.00
Sub Total	\$123,289.56
Sales Tax @ 8.50%	\$8,020.56
Grand Total	\$131,310.12

Terms

Prices: Quoted product pricing is valid for sixty (60) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

Payment: Payment shall be made within 30 days of the date of invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties: Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Liability: CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Accepted By: _____

Date: _____

Bill of Materials - City of St. Helena - Cisco VoIP - April, 2017

Tim Bush

Marin It, Inc

366 BEL MARIN KEYS BLVD

NOVATO, CA-94949

Ph no:+1 415-842-3251

All prices are shown in USD

Description	Service Duration (Months)	Qty	Unit Net Price	Disc(%)	Extended Net Price
Phone System Software & Licensing					
Cisco Business Edition 6000-Electronic SW Delivery-Top Level	---	1	0.00		0.00
Business Edition 6000 v11 export restricted software	---	1	0.00		0.00
BE 6000 - User License Starter Bundle with 35 UWL Licenses	---	1	570.00	43.00	570.00
Cisco Business Edition 6000 - Workspace License Standard	---	44	185.25	43.00	8,151.00
BE6000 UCM v11 CUWL Standard User License	---	44	0.00		0.00
BE6K - Unity Connection 11x - VM Speech Connect Ports	---	2	0.00		0.00
BE6000 Unity Connection v11 CUWL Standard License	---	44	0.00		0.00
Expressway Series, Expressway-E PAK	---	1	0.00		0.00
Enable GW Feature (H323-SIP)	---	4	0.00		0.00
Enable Expressway-E Feature Set	---	2	0.00		0.00
Enable TURN Relay Option	---	2	0.00		0.00
Enable Advanced Networking Option	---	2	0.00		0.00
License Key Software Encrypted	---	4	0.00		0.00
Enable Expressway Series Feature Set	---	4	0.00		0.00
Cisco Expressway-E Server, Virtual Edition	---	2	0.00		0.00
Cisco Business Edition 6000 - PAK - Single Fulfillment	---	1	0.00		0.00
BE6000 v11 UWL Standard Starter licenses	---	1	0.00		0.00
Software Image for Expressway with Encryption, Version X8	---	1	0.00		0.00
Cisco Expressway-C Server, Virtual Edition	---	2	0.00		0.00
BE6K Starter Pack - Single Fulfillment Enforcement	---	1	0.00		0.00
Expressway Desktop Endpoint License	---	79	0.00		0.00
Phones					
Cisco 8831 Base/Control Panel for North America	---	3	852.15	43.00	2,556.45
Spare Cisco 8831 Display Control Unit (DCU)	---	3	0.00		0.00
Cisco Unified Wireless IP Phone 8821, World Mode Bundle	---	3	504.45	43.00	1,513.35
Cisco 8821 Power Supply for North America	---	3	0.00		0.00
Cisco 8821 Battery, Extended	---	3	0.00		0.00
Cisco IP Phone 8851	---	6	350.55	43.00	2,103.30
Cisco IP Phone 8800 Key Expansion Module	---	6	279.30	43.00	1,675.80
Cisco IP Phone 8841	---	60	293.55	43.00	17,613.00
Cisco UC Phone 6901, Charcoal, Standard handset	---	3	62.70	43.00	188.10
Routers for Teen Center (2users), Carnegie Center (2users), ParkRec (2 users), Public Works (4 users)					
Cisco ISR 4321 Bundle, w/UC License, CUBE-10	---	4	1,764.15	43.00	7,056.60
IP Base License for Cisco ISR 4320 Series	---	4	0.00		0.00
Unified Communication License for Cisco ISR 4320 Series	---	4	0.00		0.00
AC Power Supply for Cisco ISR 4320	---	4	0.00		0.00

AC Power Cord, Type C5, US, Canada	---	4	0.00		0.00
Unified Border Element Enterprise License - 5 sessions	---	8	0.00		0.00
4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	4	0.00		0.00
Blank faceplate for NIM slot on Cisco ISR 4400	---	4	0.00		0.00
4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	4	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	4	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	4	0.00		0.00
SRST-5 Seat License (CME uses CUCME Phone License ONLY)	---	4	96.90	43.00	387.60
2-port Network Interface Module - FXO (Universal)	---	4	285.00	43.00	1,140.00
32-channel DSP module	---	4	969.00	43.00	3,876.00
Router for Library					
Cisco ISR 4321 Bundle, w/UC License, CUBE-10	---	1	1,764.15	43.00	1,764.15
IP Base License for Cisco ISR 4320 Series	---	1	0.00		0.00
Unified Communication License for Cisco ISR 4320 Series	---	1	0.00		0.00
32-channel DSP module	---	1	969.00	43.00	969.00
AC Power Supply for Cisco ISR 4320	---	1	0.00		0.00
AC Power Cord, Type C5, US, Canada	---	1	0.00		0.00
Unified Border Element Enterprise License - 5 sessions	---	2	0.00		0.00
4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	1	0.00		0.00
Blank faceplate for NIM slot on Cisco ISR 4400	---	1	0.00		0.00
4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	1	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	1	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	1	0.00		0.00
SRST-25 Seat License (CME uses CUCME Phone License ONLY)	---	1	370.50	43.00	370.50
4-port Network Interface Module - FXO (Universal)	---	1	570.00	43.00	570.00
Equipment and Routers for Waste Water (2users), and Water Treatment (2users)					
Cisco ISR 4321 Bundle, w/UC License, CUBE-10	---	2	1,764.15	43.00	3,528.30
IP Base License for Cisco ISR 4320 Series	---	2	0.00		0.00
Unified Communication License for Cisco ISR 4320 Series	---	2	0.00		0.00
1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	---	2	815.10	43.00	1,630.20
32-channel DSP module	---	2	969.00	43.00	1,938.00
AC Power Supply for Cisco ISR 4320	---	2	0.00		0.00
AC Power Cord, Type C5, US, Canada	---	2	0.00		0.00
Unified Border Element Enterprise License - 5 sessions	---	4	0.00		0.00
4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	2	0.00		0.00
4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	2	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	2	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	2	0.00		0.00
SRST-5 Seat License (CME uses CUCME Phone License ONLY)	---	2	96.90	43.00	193.80
2-port Network Interface Module - FXO (Universal)	---	2	285.00	43.00	570.00
Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	---	2	1,821.15	43.00	3,642.30
15A AC Pwr Cord, left-angle (United States) (bundle option)	---	2	0.00		0.00
Core VoIP Router for City Hall					
Cisco ISR 4351 UC Bundle, PVDM4-64, UC License, CUBE25	---	1	6,270.00	43.00	6,270.00
IP Base License for Cisco ISR 4350 Series	---	1	0.00		0.00
Unified Communication License for Cisco ISR 4350 Series	---	1	0.00		0.00
4G to 8G DRAM Upgrade (4G+4G) for Cisco ISR 4330,4350	---	1	855.00	43.00	855.00
4G to 8G eUSB Flash Memory Upgrade for Cisco ISR 4300	---	1	570.00	43.00	570.00

AC Power Supply for Cisco ISR 4450 and ISR4350	---	1	0.00		0.00
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	---	1	0.00		0.00
Unified Border Element Enterprise License - 25 sessions	---	1	0.00		0.00
Cover for empty POE slot on Cisco ISR 4450	---	1	0.00		0.00
Blank faceplate for NIM slot on Cisco ISR 4400	---	1	0.00		0.00
Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	---	2	0.00		0.00
64-channel DSP module	---	1	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	1	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	1	0.00		0.00
SRST-5 Seat License (CME uses CUCME Phone License ONLY)	---	1	96.90	43.00	96.90
SRST-25 Seat License (CME uses CUCME Phone License ONLY)	---	1	370.50	43.00	370.50
2 port Multiflex Trunk Voice/Channelized Data T1/E1 Module	---	1	2,280.00	43.00	2,280.00
64-channel DSP module	---	1	1,938.00	43.00	1,938.00
4-port Network Interface Module - FXO (Universal)	---	1	570.00	43.00	570.00
Call manager & Unity Voicemail Servers					
Cisco Business Edition 6000M Svr (M4), Export Restricted SW	---	2	5,358.00	43.00	10,716.00
Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	2	0.00		0.00
Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	---	2	0.00		0.00
Cisco Business Edition 6000 - Software App Version 10.X 11.X	---	2	0.00		0.00
770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	---	2	0.00		0.00
2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	---	2	0.00		0.00
300GB 12G SAS 10K RPM SFF HDD	---	12	0.00		0.00
Enable RAID 5 Setting	---	2	0.00		0.00
16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	---	4	0.00		0.00
Cisco 12G SAS Modular Raid Controller	---	2	0.00		0.00
Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	---	2	0.00		0.00
Cisco UCS 770W AC Power Supply for Rack Server	---	2	398.43	43.00	796.86
Software Maintenance and Hardware Warranties					
SWSS UPGRADES Cisco Business Editi	12	1	0.00		0.00
SWSS UPGRADES BE6000 UCM v11 CUWL	12	44	33.15	15.00	1,458.60
SWSS UPGRADES BE6000 v11 UWL Standard Starter licenses	12	1	425.00	15.00	425.00
SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVD4-32, UC L	12	4	518.50	15.00	2,074.00
SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVD4-32, UC L	12	1	518.50	15.00	518.50
SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVD4-32, UC L	12	2	518.50	15.00	1,037.00
SNTC-24X7X4 Cisco ISR 4351 UC Bundle, PVD4-64, UC L	12	1	1,840.25	15.00	1,840.25
SNTC-8X5XNBD Cisco Business Edition 6000M Svr (M4), E	12	2	267.75	15.00	535.50

Valid through: 7/2017

Product Total	86,470.71
Service Total :	7,888.85
Subscription Total	0.00
Total Price:	94,359.56



CSC Rep: Nick Ferrari
Title: Inside Sales Representative
Phone: 610-386-2833
Email: nferrari@cisco.com
Date: 5/16/2017

Financing Proposal

Prepared For:

Company: City of St. Helena
Address:

Contact:
Phone:
Email:

Vendor Information:

Company: Marin IT
Address:

Contact:
Phone:
Email:

It's a fact that 8 out of 10 businesses finance their technology equipment...and what better provider of that financing option than a company that knows technology? It just makes sense. Cisco provides industry-leading technology and we offer an easy and affordable way to finance it.

Financing through Cisco Systems Capital Corporation ("CSCC") is a convenient and smart financial choice. We offer easy financing solutions at competitive rates, with flexible terms and simplified documentation.

Cisco Systems Capital is pleased to offer you the following financing solution(s):

Financing Costs Breakdown:

	\$148,426.49
Total Amount Financed	\$148,426.49

Payment Structure Breakdown:

\$1 Buy Out, Annual Payments	
Payment Range	1 thru 3
Payment Amount	\$51,227.48

General Terms and Conditions

- 1) The pricing contained within this proposal expires in 30 days.
- 2) Payments above exclude all applicable sales taxes.
- 3) Proposed financing is subject to credit approval and review of final equipment, software and services configuration
- 4) This proposal is for discussion purposes only. All payments and financing options are subject to final review, approval and documentation by CSCC.
- 5) The equipment being financed may not be shipped to or used in any jurisdiction outside the US unless approved by CSCC. If approved, any such equipment may be subject to pricing and documentation restrictions.
- 6) If the solution provider is not already an approved Cisco Systems Capital vendor, they must be set up and approved via CSCC standard vendor approval process.
- 7) The commencement date will be the earlier to occur of the execution date specified in the Certificate of Acceptance or 30 days after shipment of the final piece of equipment.
- 8) The above payments are based on like term SWAP interest rates as published in the Federal Reserve daily update (<http://www.federalreserve.gov/releases/h15/>) and is subject to adju prior to the commencement date to retain CSCC's implicit financing rate. Any basis point change in the like term SWAP will result in a corresponding basis point adjustment to the implicit in the lease which will then result in a recalculation of the lease payment.



CSC Rep: Nick Ferrari
Title: Inside Sales Representative
Phone: 610-386-2833
Email: nferrari@cisco.com
Date: 6/2/2017

Financing Proposal

Prepared For:

Company: City of St. Helena
Address:

Contact:
Phone:
Email:

Vendor Information:

Company: Marin IT
Address:

Contact:
Phone:
Email:

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Cisco Systems Capital is pleased to offer you the following financing solution(s):

Financing Costs Breakdown:

	\$137,952.92
Total Amount Financed	\$137,952.92

Payment Structure Breakdown:

\$1 Buy Out, Annual Payments	0% Interest
Payment Range	1 thru 3
Payment Amount	\$45,984.31

General Terms and Conditions

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CSC Rep: Nick Ferrari
Title: Inside Sales Representative
Phone: 610-386-2833
Email: nferrari@cisco.com
Date: 5/16/2017

Financing Proposal

Prepared For:

Company: City of St. Helena
Address:

Contact:
Phone:
Email:

Vendor Information:

Company: Marin IT
Address:

Contact:
Phone:
Email:

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Financing through Cisco Systems Capital Corporation ("CSCC") is a convenient and smart financial choice. We offer easy financing solutions at competitive rates, with flexible terms and simplified documentation.

Cisco Systems Capital is pleased to offer you the following financing solution(s):

Financing Costs Breakdown:

	\$193,211.16
Total Amount Financed	\$193,211.16

Payment Structure Breakdown:

\$1 Buy Out, Annual Payments	
Payment Range	1 thru 5
Payment Amount	\$40,574.47

General Terms and Conditions

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CSC Rep: Nick Ferrari
Title: Inside Sales Representative
Phone: 610-386-2833
Email: nferrari@cisco.com
Date: 6/2/2017

Financing Proposal

Prepared For:

Company: City of St. Helena
Address:

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Financing through Cisco Systems Capital Corporation ("CSCC") is a convenient and smart financial choice. We offer easy financing solutions at competitive rates, with flexible terms and simplified documentation.

Cisco Systems Capital is pleased to offer you the following financing solution(s):

Financing Costs Breakdown:

	\$153,518.65
Total Amount Financed	\$153,518.65

Payment Structure Breakdown:

\$1 Buy Out, Annual Payments	0% Interest
Payment Range	1 thru 5
Payment Amount	\$30,703.73

General Terms and Conditions

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Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving Memorandum of Understanding between the City of St. Helena and the Police Officers' Association (POA) for a three-year contract commencing on July 1, 2017 and expiring on June 30, 2020.

CEQA Determination: Not a CEQA project

Prepared By:

A handwritten signature in blue ink, appearing to read "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

Reviewed By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

A handwritten signature in blue ink, appearing to read "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

Approved By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

BACKGROUND

The Police Officers Association Memorandum of Understanding (MOU) contract expires June 30, 2017. The City's negotiating team conducted three negotiating sessions before signing an agreement on May XX, 2017. The updated MOU has been negotiated for a three-year term.

DISCUSSION

The bargaining unit is comprised of 15 full-time employees FTE (10 sworn and 5 non-sworn). The proposed MOU contains several changes and are summarized below:

- Three-year term effective July 1, 2017 through June 30, 2020.
- The following three year negotiated salary increases for Dispatchers, Police Officers and Sergeants are recommended
 - Dispatchers
 - Year 1, effective July 1, 2017: 2.5%
 - Year 2, effective July 1, 2018: 2.5%
 - Year 3, effective July 1, 2019: 2.5%
 - Police Officers
 - Year 1, effective July 1, 2017: 5%
 - Year 2, effective July 1, 2018: 5%
 - Year 3, effective July 1, 2019: 5%
 - Sergeants
 - Year 1, effective July 1, 2017: 5%
 - Year 2, effective July 1, 2018: 5%
 - Year 3, effective July 1, 2019: 10%
- Article 14, Vacation Leave shall be amended as follows
 - Add: Section 14.6 Vacation Buy Back
 - Effective July 1, 2017, every permanent employee shall be allowed to cash-out up to 40 hours of accrued vacation leave per calendar year, provided the employee maintains a minimum of 80 hours in the vacation leave bank.
- Article 21. Health and Welfare Insurance and Benefits, Section 21.1 Health Insurance shall be amended as follows
 - Subsection D, delete: The aggregate employee contribution for PERS and health insurance premiums shall preserve a 2 percent (2%) pre-tax Cost of Living pay increase. The POF agrees to take part in a task force with representatives of the City and other affected employee groups to examine ways to cap City medical insurance costs and also, as practicable, improve medical coverage for employees. In the event overall General Fund revenue growth exceeds general fund expenditure growth, the City will apply a portion to offset the increased employee's share of medical premiums.
 - Add, Subsection E: In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the \$500 deductible plan to the \$250 deductible plan. The City may make future

changes in deductibles to this and other plans as specified in Section 21.1(C).

- Article 21.5 Prescription Glasses shall be amended as follows
 - Delete: Effective July 1, 2014 the city will reimburse employees for the cost of prescription glasses or contacts, not to exceed \$500 in limited to one time within a 36-month period. Reimbursement will require submitting to the city evidence of payment of the prescription glasses or contacts.
 - Add: Effective July 1, 2017 subject to REMIF approval, the city will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.

FISCAL IMPACT

The recommendations outlined above reflects an approximate fiscal impact of \$68,725.32 to FY 2017-18 and has been included with the proposed budget.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Attachment 1. MOU POF 20170701-20200630 Draft Markup](#)

[Attachment 2. MOU POF RESO - FINAL](#)

[Attachment 3. Signed POA MOU](#)

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA POLICE OFFICERS'

~~FOUNDATION~~ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

July 1, 201~~4~~7 — June 30, 201~~4~~7~~20~~

ARTICLE 1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Foundation Association, hereinafter referred to as "Foundation Association," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2 RECOGNITION

- 2.1 The City of St. Helena recognizes the Foundation Association as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, and Community Service Officer.
- 2.2 This recognition is exclusive of (1) management employee, (2) temporary employees and (3) part-time employees.
- 2.3 (a) The term "Peace Officer" is defined as any member who is a full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full time dispatcher and/or % time Community Service Officer (CSO).

ARTICLE 3 FOUNDATION ASSOCIATION RIGHTS

The Foundation Association shall have the following rights and responsibilities:

- 3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.
- 3.2 Reasonable use of one bulletin board at the Police Department.
- 3.3 The right to payroll deductions made for payment of Foundation Association dues and for City-approved programs.
- 3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

- 3.5 The use of City facilities for regular, normal and lawful Foundation Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- 3.6 Reasonable access to employee work locations for officers of the Foundation Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4 CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 Grievance Defined: A grievance is a formal allegation by a member of the Foundation Association who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

- 5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chiefs or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or
2. Make a decision on the documentation submitted, or
3. Hold a hearing after which they shall make a decision. The decision of the City Council shall be final.

ARTICLE 6 HOURS OF WORK

- 6.1 Work Week. The work week for full time personnel will be defined by the FLSA public safety definition. The City and the ~~POFPOA~~ recognize this to mean employees will work 160 hours in a 28 day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the ~~POFPOA~~ alternative schedules to meet the operating needs of the department.
- 6.2 Shift Change Notification The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month

rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

- 6.3 Meal Times Meal time for shift employees and non-shift employees is thirty (30) minutes.
- 6.4 Meal Time Call-Out for Shift Employees Shift personnel receive meal time as paid time and shall be subject to call-out during the meal time.
- 6.5 Rest Periods Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.
- 6.6 Missed Rest Periods and Meal Times For shift employees, since meal time and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.
- 6.7 Definition of Shift Employees Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Community Service Officer and Dispatcher/Clerk.
- 6.8 Shift employees assigned to work the graveyard shift (6:00 p.m. to 6:00 a.m.) when that shift is not part of their regular assigned shift rotation, will receive shift differential pay in the amount of 2 Y2% of base pay for assignment to the "graveyard" shift for more than three consecutive weeks. Such pay will commence on the first day following the third consecutive week and continue for such time as the assignment to the "graveyard" shift continues uninterrupted.
- 6.9 The City shall maintain the "two on-two off" system during shift rotations to the best of the City's ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7 OVERTIME

- 7.1 Hours Paid Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12 hour shift would be paid overtime should their work day exceed 12 hours. Employees assigned on a 3/4 time basis or employees assigned to an 8 hour day will be paid overtime should their work day exceed 8 hours.

7.2 Overtime

- A. Regular Overtime Rate Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).
 - B. Minimum Units of Overtime All overtime shall be recorded and paid on the basis of 15-minute increments, such that for each full 15 minute period worked, the employee shall be compensated for one-quarter hour of overtime.
- 7.3 Hours Worked Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.
- 7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.
- 7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.
- 7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.
- 7.7 Call Back pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 + 'A) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.
- 7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 + 'A) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance.
- 7.9 Vacation Call Back. An employee called in to work during his or her regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+1/2) times her or his regular rate of pay for all time worked.
- 7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the overtime rate, provided that this provision shall not apply in any situation when the

scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel

- A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten hour work day (1/2 hr travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours the employee shall have the option of completing the work day at SHPD, or taking compensatory time off. Travel time is considered portal to portal.
- B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half.
- C. Employees will not be compensated for travel to pick-up or drop off a city vehicle.
- D. Subsistence reimbursement will be according to P.O.S.T. guidelines. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy, government rates. Lodging will not be reimbursed for the night prior to start of training, if training is within a 30 mile radius of point of departure. (refer map, Appendix D)

**ARTICLE 8
SALARY**

- 8.1 Salaries paid to Dispatchers/CSOs, Police Officers, Police Corporals and Police Sergeants shall be in accordance with the most recent Salary Resolution adopted by the City Council and any amendments thereto. Such Resolutions are hereby incorporated as part of the MOU and are available from the City Clerk (See Appendix A — Salary Schedule). The Police Corporal is step C for Police Sergeant.

ARTICLE 9 INCENTIVE PAY

- 9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	100.00
POST Advanced Certificate	200.00
POST Records Supervisor Certificate	100.00

- 9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of 5% of his or her base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.
- 9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional \$150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10 LONGEVITY

Longevity pay shall be granted to any permanent employee on his or her fifth anniversary of continuous employment at the rate of 2 1/2% of present salary. At her/his tenth anniversary, the percentage increment shall be 5%; at the fifteenth year anniversary, the percentage increment shall be 7 1/2%; at the twentieth year anniversary and thereafter, the increment shall be 10%.

ARTICLE 11 SPECIAL ASSIGNMENT

- 11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least 6 regularly working reserve officers under supervision, shall receive additional compensation of \$100.00 per month. This shall be part of the regular pay.
- 11.2 Officers or Dispatchers assigned as a Field Training Officers or Communication Training Officer shall receive an additional 7% of their daily salary, per day, while assigned to the trainee.

- 11.3 A Dispatcher designated as Records Coordinator shall receive additional compensation of five percent (5%) of his or her regular salary.
- 11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.
- 11.5 Officers, while assigned to the Investigator position, shall receive an additional compensation of 2 'A percent of base salary.
- 11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.
 1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.
 2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.
 3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.
 4. Handlers shall be of the rank Police Officer. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.
 5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at his/her place of residence, subject to recall by the CITY.
 6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired from police service because of its poor health, which is due to the Handlers negligence, seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of \$10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of \$10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for \$1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.
8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Handler shall be the date from which the expected years of service of the police Dog shall commence.
9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:
 - a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.
 - b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)
 - c) Only law enforcement personnel will operate the vehicle.
 - d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.
 - e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.
 - 1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.

10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the prevailing minimum wage at the overtime rate of time and a half. As of January 1, 2014, the minimum wage is \$9.00 per hour which equals \$13.50 per hour at time and a half. At this rate, the EMPLOYEE will be paid \$13.50 per hour times 365 (days in the year) divided by the number of paychecks in the year (24). This rate calculates to \$205.31 per paycheck.

As of January 1, 2016, the minimum wage will be \$10.00 per hour. Using the same calculations, effective January 1, 2016, the new calculated rate will be \$228.13 per paycheck.

ARTICLE 12 EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of \$300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to \$1,500 per fiscal year for expenses incurred for education for which the employee earns college credits from an accredited college, which would promote professional development. The program is voluntary.

ARTICLE 13 SICK LEAVE

- 13.1 Accrual Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.
- 13.2 Administration: An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an

examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

13.3 Reasons for Granting Sick leave shall be granted to eligible employees in the following cases:

- A. Personal illness or incapacity resulting from causes beyond the employee's control;
- B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her personal care and attention and only until other adequate arrangements can be made.
- C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.

13.4 Sick Leave Abuse When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.

13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon reemployment.

13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.

13.7 Sick Leave Accrual Incentive:

- A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.
- B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any

limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

ARTICLE 14 VACATION LEAVE

- 14.1 Eligibility Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.
- 14.2 Earning and Accrual Rates Vacation shall be earned and accrued by regular employees at the following rates:
 - A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; full time Dispatchers and Community Service Officers shall earn and accrue vacation at the rate of no less than ten days per year.
 - B. After six years of continuous employment, Sworn Officers, Dispatchers, and Community Service Officer will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.
- 14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.
- 14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.
- 14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation.
- 14.6 Effective July 1, 2017, every permanent employee shall be allowed to cash out up to 40 hours of accrued vacation leave per calendar year provided the employee maintains a minimum of 80 hours in his/her vacation leave bank. Eligible employees may cash out vacation leave pursuant to this subsection once per year by submitting a request to the Human Resources Department no later than December 15.

ARTICLE 15 SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee.

ARTICLE 16 HOLIDAYS

16.1 In lieu of holiday time off, employees shall receive an additional payment in June and in December for the hours of recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.

16.2 Holiday accrual: Full time employees 3.833 hours per pay period.

Part time (3/4 time) employees 2.875 hours per pay period.

One Floating Holiday - Unspecified Personal Convenience Holiday

Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.

16.3 Non-shift employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

ARTICLE 17 BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18 MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from

performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19 JURY LEAVE

- 19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.
- 19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20 ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21 HEALTH AND WELFARE INSURANCE AND BENEFITS

- 21.1 Health Insurance:
 - A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of \$65 per month in lieu of the dependent coverage. It

is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.

- B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.
 - C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%, with the employee paying 25%.
 - D. ~~The aggregate employee contribution for PERS and health insurance premiums shall preserve a 2 percent (2%) pre-tax Cost of Living pay increase. The POFPOA agrees to take part in a task force with representatives of the City and other affected employee groups to examine ways to cap City medical insurance costs and also, as practicable, improve medical coverage for employees. In the event overall General Fund revenue growth exceeds general fund expenditure growth, the City will apply a portion to offset the increased employee's share of medical premiums.~~
 - D. In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the \$500 deductible plan to the \$250 deductible plan. The City may make future changes in deductibles to this and other plans as specified in Section 21.1(C).
- 21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.
- 21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of \$25,000. The employee will have the option to purchase additional insurance up to an additional \$20,000.
- 21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.
- 21.5 ~~Prescription Glasses: Effective July 1, 2014, the City will reimburse employees for the cost of prescription glasses or contacts, not to exceed \$500.00 and limited to one time within a thirty-six month period. Reimbursement will require submitting to the City evidence of payment of the prescription glasses or contacts. Effective July 1, 2017 subject to REMIF approval, the City will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.~~

- 21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22 UNIFORM ALLOWANCE

- 22.1 Employees shall receive an annual uniform allowance as follows:
- | | |
|----------------------------|----------|
| Sworn Personnel | \$750.00 |
| Dispatch and CSO Personnel | \$750.00 |
- 22.2 The Uniform Allowance will be paid twice a year: in December and June, in equal amounts. Employees may request an amended tax withholding form for uniform and holiday payouts.
- 22.3 Officers assigned to motorcycle duties shall be issued:
- 1) 1 pair of Police motorcycle boots
 - 2) 2 pairs of Police motorcycle pants
 - 3) 1 Police motorcycle leather jacket
 - 4) 2 sets of riding gloves (1 cold weather and 1 warm set)
 - 5) Protective eyeglasses (not to exceed \$150.00)
- 22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:
- 1) Gloves
 - 2) Helmet
 - 3) Padded shorts
 - 4) Padded Pants
 - 5) Protective Eyeglasses
 - 6) Pedal retention devices

- 7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23 LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

- 24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into a PERS retirement system, for the first time, or after a six month separation, on January 1, 2013 or after will be considered "New" employees.
- 24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.
- 24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three year average (of the three highest years of salary).
- 24.1.4 Effective 7/1/2014, sworn members of the bargaining unit shall pay (pre-tax) 3% of the EE 9% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 6%. The City will also pay the appropriate City's contribution.

24.1.5 Effective 7/1/2015, sworn members of the bargaining unit shall pay (pre-tax) an additional 3% of the EE 9% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 3%. The City will also pay the appropriate City's contribution.

24.1.6 Effective 7/1/2016, sworn members of the bargaining unit shall pay (pre-tax) an additional 3% of the EE 9% Retirement contribution. The City will pay the appropriate City's contribution.

24.2 Non-Sworn Personnel

24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.

24.2.2 Effective 7/1/2014, non-sworn members of the bargaining unit shall pay (pre-tax) 2% of the EE 7% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 5%. The City will also pay the appropriate City's contribution.

24.2 Effective 7/1/2015, non-sworn members of the bargaining unit shall pay (pre-tax) an additional 2% of the EE 7% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 3%. The City will also pay the appropriate City's contribution.

24.3 Effective 7/1/2016, non-sworn members, of the bargaining unit shall pay (pre-tax) an additional 3%, of the total EE 7% Retirement contribution. The City will pay the appropriate City's contribution.

ARTICLE 25 SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 26 DISCIPLINARY ACTION

26.1 Disciplinary Authority

- A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.
- B. The City Manager shall have the right, for reasonable cause and for any regular employee to:
 - 1. demote,
 - 2. dismiss,
 - 3. reduce in pay or
 - 4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

- C. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.
- D. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three day suspension without pay. The Chief of Police will hear those responses where less severe discipline is proposed.
- E. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, whichever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.
- F. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

- G. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.
- H. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

- I. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.
- J. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.
- K. Hearing Procedure:
 - 1. Appointment of Arbitrator
 - a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the ~~Foundation~~Association, by independent counsel or by him or herself.
 - b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.
 - c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation / Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.
 - d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.

- e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Foundation Association or the individual employee.
2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.
 3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.
 4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.
 5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.
 6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.
 7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
 8. Both the City and the employee may be represented by legal counsel.
 9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.
 10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.
 11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator. The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.

12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 27 LAYOFF PROCEDURE

- 27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:
 - a) Part-time and temporary employees in the affected classification shall be separated first.
 - b) Probationary employees in the affected classification shall be separated next.
 - c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.
- 27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.
- 27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.
- 27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of layoff.

ARTICLE 28 SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties

shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

**ARTICLE 29
TERM**

The term of this agreement shall commence on its ratification by the City and the ~~Foundation~~Association and expire on June 30, 2017.

APPROVALS

This Memorandum Of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA POLICE OFFICERS' ~~FOUNDATION~~ASSOCIATION

Todd Heald, President

CITY OF ST. HELENA

Larry Pennell, Interim City Manager

**SALARY INCREASE TO BE NOTED IN NEW PAY SCALE
EFFECTIVE JULY 1, 2017**

TERM Three years (July 1, 2017 through June 30, 2020)

SALARY INCREASE Sworn Personnel Police Officers

July 1, 2017, increase to base of 5%

July 1, 2018, increase to base of 5%

July 1, 2019, increase to base of 5%

Sworn Personnel Police Sergeants

July 1, 2017, increase to base of 5%

July 1, 2018, increase to base of 5%

July 1, 2019, increase to base of 10%

Non-Sworn Personnel Dispatchers

July 1, 2017, increase to base of 2.5%

July 1, 2018, increase to base of 2.5%

July 1, 2019, increase to base of 2.5%

**CITY OF ST. HELENA
RESOLUTION NO. 2017-XX**

**APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. HELENA POLICE OFFICERS
ASSOCIATION (POA) AND THE CITY OF ST.
HELENA**

RECITALS

- A. The compensation, benefits and other terms and conditions of employment with police and dispatcher employees expired June 30, 2017.
- B. Negotiations between the St. Helena Police Officers Association and the City have resulted in a three- year agreement expiring June 30, 2020. The agreement is reflected in a Memorandum of Understanding (MOU) between the St. Helena Police Officers Association and the City in Exhibit A.

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

- 1. The Council hereby approves and incorporates by reference the attached Memorandum of Understanding between St. Helena Police Officers Association the City of St. Helena for the period July 1, 2014 — June 30, 2017.

Approved at a regular meeting of the St. Helena City Council on June 13, 2017 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. HELENA POLICE OFFICERS' ASSOCIATION
AND
CITY OF ST. HELENA
FOR THE PERIOD
July 1, 2017 — June 30, 2020

ARTICLE 1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Association, hereinafter referred to as "Association," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2 RECOGNITION

- 2.1 The City of St. Helena recognizes the Association as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, and Community Service Officer.
- 2.2 This recognition is exclusive of (1) management employee, (2) temporary employees and (3) part-time employees.
- 2.3 (a) The term "Peace Officer" is defined as any member who is a full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full time dispatcher and/or % time Community Service Officer (CSO).

ARTICLE 3 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- 3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.
- 3.2 Reasonable use of one bulletin board at the Police Department.
- 3.3 The right to payroll deductions made for payment of Association dues and for City-approved programs.
- 3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

- 3.5 The use of City facilities for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- 3.6 Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4 CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 Grievance Defined: A grievance is a formal allegation by a member of the Association who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

- 5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chiefs or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or
2. Make a decision on the documentation submitted, or
3. Hold a hearing after which they shall make a decision. The decision of the City Council shall be final.

ARTICLE 6 HOURS OF WORK

- 6.1 Work Week. The work week for full time personnel will be defined by the FLSA public safety definition. The City and the POA recognize this to mean employees will work 160 hours in a 28 day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the POA alternative schedules to meet the operating needs of the department.
- 6.2 Shift Change Notification The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month

rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

- 6.3 Meal Times Meal time for shift employees and non-shift employees is thirty (30) minutes.
- 6.4 Meal Time Call-Out for Shift Employees Shift personnel receive meal time as paid time and shall be subject to call-out during the meal time.
- 6.5 Rest Periods Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.
- 6.6 Missed Rest Periods and Meal Times For shift employees, since meal time and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.
- 6.7 Definition of Shift Employees Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Community Service Officer and Dispatcher/Clerk.
- 6.8 Shift employees assigned to work the graveyard shift (6:00 p.m. to 6:00 a.m.) when that shift is not part of their regular assigned shift rotation, will receive shift differential pay in the amount of 2 Y2% of base pay for assignment to the "graveyard" shift for more than three consecutive weeks. Such pay will commence on the first day following the third consecutive week and continue for such time as the assignment to the "graveyard" shift continues uninterrupted.
- 6.9 The City shall maintain the "two on-two off" system during shift rotations to the best of the City's ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7 OVERTIME

- 7.1 Hours Paid Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12 hour shift would be paid overtime should their work day exceed 12 hours. Employees assigned on a 3/4 time basis or employees assigned to an 8 hour day will be paid overtime should their work day exceed 8 hours.

7.2 Overtime

- A. Regular Overtime Rate Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).
- B. Minimum Units of Overtime All overtime shall be recorded and paid on the basis of 15-minute increments, such that for each full 15 minute period worked, the employee shall be compensated for one-quarter hour of overtime.
- 7.3 Hours Worked Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.
- 7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.
- 7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.
- 7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.
- 7.7 Call Back pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 + 'A) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.
- 7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 + 'A) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance.
- 7.9 Vacation Call Back. An employee called in to work during his or her regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+1/2) times her or his regular rate of pay for all time worked.
- 7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the

overtime rate, provided that this provision shall not apply in any situation when the scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel

- A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten hour work day (1/2 hr travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours the employee shall have the option of completing the work day at SHPD, or taking compensatory time off. Travel time is considered portal to portal.
- B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half.
- C. Employees will not be compensated for travel to pick-up or drop off a city vehicle.
- D. Subsistence reimbursement will be according to P.O.S.T. guidelines. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy, government rates. Lodging will not be reimbursed for the night prior to start of training, if training is within a 30 mile radius of point of departure. (refer map, Appendix D)

**ARTICLE 8
SALARY**

- 8.1 Salaries paid to Dispatchers/CSOs, Police Officers, Police Corporals and Police Sergeants shall be in accordance with the most recent Salary Resolution adopted by the City Council and any amendments thereto. Such Resolutions are hereby incorporated as part of the MOU and are available from the City Clerk (See Appendix A — Salary Schedule). The Police Corporal is step C for Police Sergeant.

ARTICLE 9 INCENTIVE PAY

- 9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	100.00
POST Advanced Certificate	200.00
POST Records Supervisor Certificate	100.00

- 9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of 5% of his or her base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.
- 9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional \$150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10 LONGEVITY

Longevity pay shall be granted to any permanent employee on his or her fifth anniversary of continuous employment at the rate of 2 1/2% of present salary. At her/his tenth anniversary, the percentage increment shall be 5%; at the fifteenth year anniversary, the percentage increment shall be 7 1/2%; at the twentieth year anniversary and thereafter, the increment shall be 10%.

ARTICLE 11 SPECIAL ASSIGNMENT

- 11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least 6 regularly working reserve officers under supervision, shall receive additional compensation of \$100.00 per month. This shall be part of the regular pay.
- 11.2 Officers or Dispatchers assigned as a Field Training Officers or Communication Training Officer shall receive an additional 7% of their daily salary, per day, while assigned to the trainee.

- 11.3 A Dispatcher designated as Records Coordinator shall receive additional compensation of five percent (5%) of his or her regular salary.
- 11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.
- 11.5 Officers, while assigned to the Investigator position, shall receive an additional compensation of 2 'A percent of base salary.
- 11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.
 1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.
 2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.
 3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.
 4. Handlers shall be of the rank Police Officer. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.
 5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at his/her place of residence, subject to recall by the CITY.
 6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired from police service because of its poor health, which is due to the Handlers negligence, seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of \$10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of \$10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for \$1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.
8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Handler shall be the date from which the expected years of service of the police Dog shall commence.
9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:
 - a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.
 - b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)
 - c) Only law enforcement personnel will operate the vehicle.
 - d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.
 - e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.
 - 1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.

10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the prevailing minimum wage at the overtime rate of time and a half. As of January 1, 2014, the minimum wage is \$9.00 per hour which equals \$13.50 per hour at time and a half. At this rate, the EMPLOYEE will be paid \$13.50 per hour times 365 (days in the year) divided by the number of paychecks in the year (24). This rate calculates to \$205.31 per paycheck.

As of January 1, 2016, the minimum wage will be \$10.00 per hour. Using the same calculations, effective January 1, 2016, the new calculated rate will be \$228.13 per paycheck.

ARTICLE 12 EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of \$300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to \$1,500 per fiscal year for expenses incurred for education for which the employee earns college credits from an accredited college, which would promote professional development. The program is voluntary.

ARTICLE 13 SICK LEAVE

- 13.1 Accrual Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.
- 13.2 Administration: An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

- 13.3 Reasons for Granting Sick leave shall be granted to eligible employees in the following cases:
- A. Personal illness or incapacity resulting from causes beyond the employee's control;
 - B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her personal care and attention and only until other adequate arrangements can be made.
 - C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- 13.4 Sick Leave Abuse When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.
- 13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon re-employment.
- 13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.
- 13.7 Sick Leave Accrual Incentive:
- A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.
 - B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

ARTICLE 14 VACATION LEAVE

- 14.1 Eligibility Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.
- 14.2 Earning and Accrual Rates Vacation shall be earned and accrued by regular employees at the following rates:
 - A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; full time Dispatchers and Community Service Officers shall earn and accrue vacation at the rate of no less than ten days per year.
 - B. After six years of continuous employment, Sworn Officers, Dispatchers, and Community Service Officer will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.
- 14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.
- 14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.
- 14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation. 14.6 Effective July 1, 2017, every permanent employee shall be allowed to cash out up to 40 hours of accrued vacation leave per calendar year provided the employee maintains a minimum of 80 hours in his/her vacation leave bank. Eligible employees may cash out vacation leave pursuant to this subsection once per year by submitting a request to the Human Resources Department no later than December 15.

ARTICLE 15 SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee.

ARTICLE 16 HOLIDAYS

- 16.1 In lieu of holiday time off, employees shall receive an additional payment in June and in December for the hours of recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.
- 16.2 Holiday accrual: Full time employees 3.833 hours per pay period.
Part time (3/4 time) employees 2.875 hours per pay period.
- One Floating Holiday - Unspecified Personal Convenience Holiday
- Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.
- 16.3 Non-shift employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

ARTICLE 17 BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18 MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19 JURY LEAVE

- 19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.
- 19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20 ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21 HEALTH AND WELFARE INSURANCE AND BENEFITS

- 21.1 Health Insurance:
 - A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of \$65 per month in lieu of the dependent coverage. It is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.
 - B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.
 - C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase

more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%, with the employee paying 25%.

- D. POA In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the \$500 deductible plan to the \$250 deductible plan. The City may make future changes in deductibles to this and other plans as specified in Section 21.1(C).
- 21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.
- 21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of \$25,000. The employee will have the option to purchase additional insurance up to an additional \$20,000.
- 21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.
- 21.5 . Effective July 1, 2017 subject to REMIF approval, the City will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.
- 21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22 UNIFORM ALLOWANCE

- 22.1 Employees shall receive an annual uniform allowance as follows:

Sworn Personnel	\$750.00
Dispatch and CSO Personnel	\$750.00
- 22.2 The Uniform Allowance will be paid twice a year: in December and June, in equal amounts. Employees may request an amended tax withholding form for uniform and holiday payouts.
- 22.3 Officers assigned to motorcycle duties shall be issued:
 - 1) 1 pair of Police motorcycle boots

- 2) 2 pairs of Police motorcycle pants
 - 3) 1 Police motorcycle leather jacket
 - 4) 2 sets of riding gloves (1 cold weather and 1 warm set)
 - 5) Protective eyeglasses (not to exceed \$150.00)
- 22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:
- 1) Gloves
 - 2) Helmet
 - 3) Padded shorts
 - 4) Padded Pants
 - 5) Protective Eyeglasses
 - 6) Pedal retention devices
 - 7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23 LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

- 24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into a PERS retirement system, for the first time, or after a six month separation, on January 1, 2013 or after will be considered "New" employees.
- 24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.
- 24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three year average (of the three highest years of salary).
- 24.1.4 Effective 7/1/2014, sworn members of the bargaining unit shall pay (pre-tax) 3% of the EE 9% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 6%. The City will also pay the appropriate City's contribution.
- 24.1.5 Effective 7/1/2015, sworn members of the bargaining unit shall pay (pre-tax) an additional 3% of the EE 9% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 3%. The City will also pay the appropriate City's contribution.
- 24.1.6 Effective 7/1/2016, sworn members of the bargaining unit shall pay (pre-tax) an additional 3% of the EE 9% Retirement contribution. The City will pay the appropriate City's contribution.

24.2 Non-Sworn Personnel

- 24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.
- 24.2.2 Effective 7/1/2014, non-sworn members of the bargaining unit shall pay (pre-tax) 2% of the EE 7% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 5%. The City will also pay the appropriate City's contribution.

- 24.2 Effective 7/1/2015, non-sworn members of the bargaining unit shall pay (pre-tax) an additional 2% of the EE 7% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 3%. The City will also pay the appropriate City's contribution.
- 24.3 Effective 7/1/2016, non-sworn members, of the bargaining unit shall pay (pre-tax) an additional 3%, of the total EE 7% Retirement contribution. The City will pay the appropriate City's contribution.

ARTICLE 25 SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 26 DISCIPLINARY ACTION

26.1 Disciplinary Authority

- A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.
- B. The City Manager shall have the right, for reasonable cause and for any regular employee to:
 - 1. demote,
 - 2. dismiss,
 - 3. reduce in pay or
 - 4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

- C. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven

(7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.

- D. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three day suspension without pay. The Chief of Police will hear those responses where less severe discipline is proposed.
- E. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, whichever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.
- F. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.
- G. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.
- H. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

- I. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.
- J. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.

K. Hearing Procedure:

1. Appointment of Arbitrator

- a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the Association, by independent counsel or by him or herself.
- b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.
- c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation / Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.
- d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.
- e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Association or the individual employee.

- 2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.
- 3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.
- 4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.
- 5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.

6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.
7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
8. Both the City and the employee may be represented by legal counsel.
9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.
10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.
11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator. The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.
12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 27 LAYOFF PROCEDURE

- 27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:
- a) Part-time and temporary employees in the affected classification shall be separated first.
 - b) Probationary employees in the affected classification shall be separated next.
 - c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

- 27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.
- 27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.
- 27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of layoff.

ARTICLE 28 SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

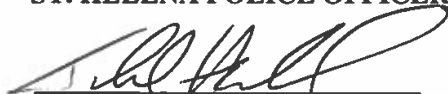
ARTICLE 29 TERM

The term of this agreement shall commence on its ratification by the City and the Association and expire on June 30, 2017.

APPROVALS

This Memorandum Of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA POLICE OFFICERS' ASSOCIATION



Todd Heald, President

CITY OF ST. HELENA

Larry Pennell, Interim City Manager

**SALARY INCREASE TO BE NOTED IN NEW PAY SCALE
EFFECTIVE JULY 1, 2017**

TERM	Three years (July 1, 2017 through June 30, 2020)
SALARY INCREASE	<u>Sworn Personnel Police Officers</u> July 1, 2017, increase to base of 5% July 1, 2018, increase to base of 5% July 1, 2019, increase to base of 5% <u>Sworn Personnel Police Sergeants</u> July 1, 2017, increase to base of 5% July 1, 2018, increase to base of 5% July 1, 2019, increase to base of 10% <u>Non-Sworn Personnel Dispatchers</u> July 1, 2017, increase to base of 2.5% July 1, 2018, increase to base of 2.5% July 1, 2019, increase to base of 2.5%





Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a one-year agreement with MarinIT to provide Information Technology services for a total amount not to exceed of \$80,010 for FY 2016/17

CEQA Determination: Not a CEQA project

Prepared By:

A handwritten signature in blue ink, appearing to read "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

Reviewed By:

A handwritten signature in blue ink, appearing to read "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

Approved By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

BACKGROUND

The City has contracted with MarinIT for the past five years to provide 24/7 network support as well as workstation/desktop maintenance. The City has been satisfied with the services provided and wishes to contract again with MarinIT for period of one year beginning July 1, 2017 through June 30, 2018. An informal solicitation of proposals was conducted in 2012 and MarinIT was selected from this process.

DISCUSSION

FISCAL IMPACT

Funds for this agreement were included in the adopted FY 2017/18 budget. \$80,010.00 will be approved from 101/561/571-4220-2130 (\$26,670, \$26,670 and \$26,670).

RECOMMENDED ACTION

Approve

ATTACHMENTS

[Attachement 1. Marin IT Services RESO](#)

[Attachment 2. MarinIT - PSA with Scope of Services Signed Copy](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-XX

**APPROVING A ONE-YEAR AGREEMENT WITH MARINIT
TO PROVIDE INFORMATION TECHNOLOGY SERVICES
FOR A TOTAL NOT TO EXCEED AMOUNT OF \$88,010
FOR FY 2017/18**

RECITALS

- A. The City desires to hire a Consultant to furnish professional services on a limited and “as needed” basis in connection with information technology support and phone services; and
- B. MariniT has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

- 1. The City Council approves the Agreement with MariniT for a total not to exceed amount of \$88,010.00; 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 June 13, 2017 by the following vote:

Mayor Galbraith:

Vice Mayor White:

Councilmember Dohring:

Councilmember Koberstein:

Councilmember Ellsworth:

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 13, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Information Technology Support.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that 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 \$80,000.00, unless additional compensation is approved in accordance with Section 2.

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

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for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as

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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, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

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

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

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

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

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

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of

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subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or 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

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shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Marin IT
366 Bel Marin Keys Blvd, Suite D
Novato, CA 94949

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

By: Wesley Chang
Name: Wesley Chang
Title: Principal

City:

By: _____
Name: Larry Pennell
Title: Interim City Manager

Approved as to Form:

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

Exhibit A, "Scope of Services"



366 Bel Marin Keys Blvd

Suite D

Novato, CA 94949

415.842.3275 Tel

415.842.3270 Fax

www.marinit.com

Information Technology Support Agreement - 7/1/2017 to 6/30/2018

Project: Network Support
From: Tim Bush
Date: April, 2017

To: Kathy Robinson
1480 Main Street
St. Helena, CA 94574

Kathy,

Marin IT, Inc. is pleased to provide you with our proposal to perform 24x7 network support as well as workstation / desktop maintenance for the City of St. Helena.

Marin IT, Inc Responsibilities

As part of this agreement it is our understanding that we will be responsible for any support required for the City of St. Helena to continue daily operations including but not limited to:

- Desktop virus software updates / maintenance
- Maintenance of desktop OS patches
- Local user account maintenance
- Hardware maintenance – Not including equipment, or replacement parts
- Mail client support
- VPN client support (If applicable)
- Firewall maintenance
- Router & Switch configuration / maintenance
- Assistance with installation of new equipment / applications
- Monitor local backup systems – Suggest corrective measures if system not functioning correctly
- Local windows domain maintenance (If applicable) including local name resolution, server troubleshooting, and assistance of local security policies
- Availability to assist with design and integration of new applications into local network – Example scheduling software, credit card processing
- Desktop / Misc. troubleshooting

Marin IT technicians are expected to work with the City of St. Helena in supporting the network.

- Marin IT will provide a ticketing system to log and track all service requests
- For an additional charge Marin IT will provide a 24 hour pager number to reach technicians in the event of system failure after hours. Once a page is received, a

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City of St. Helena - Technology Support



technician will return the call as soon as possible, and no later than 1 hour after the page is received.

In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of St. Helena representative prior to proceeding with the work.

The designated lead MarinIT support technician for the City of St. Helena will be Anthony Biasi. Anthony's responsibilities will be to co-ordinate support services for the City as well as delegate tasks to other Marin IT support personal as needed.

Client Responsibilities

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- The City of St. Helena will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client/building tenants are responsible for providing any client access devices, laptops, MDC, smart phones, pda's, etc.

Change / System Upgrade Process

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all City of St. Helena locations to support facilities operations.
- This agreement can be amended (if applicable supplemental agreement can be produced) to include phone system support assuming Marin IT is factory authorized dealer of the system installed.

Pricing/Rate Schedule/Invoicing

This proposal is meant to provide support for the City of St Helena but does not include special projects. Any additional projects will be chargeable at the discounted rate described below or at standard Marin IT billing rates. This agreement does not include hardware. Any equipment which will be needed to perform any maintenance tasks is not included and can be provided by Marin IT, Inc., for additional cost.

Marin IT, Inc. Proprietary & Confidential



Our total charge for this service will be \$80,000 broken into 12 monthly payments. This rate includes 16 hours of regular on-site service each week during the term of the agreement. Hours for support services in excess of the regularly scheduled hours will be invoiced at a discounted rate of \$105 per hour (Marin IT's standard rate for support services is \$125 per hour). The rates noted here are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime, nights, weekends or holidays will be billed at 1 ½ times the regular rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$110 to \$250 per hour.

Managed/Hosted Services Charges

Marin IT currently provides hosted data backup services in addition to Email SPAM/Virus filtering. Monthly recurring charges vary slightly based on the amount of data sent to the cloud, and the total number of email accounts we protect. The estimated annual costs for these separately billed services shall not exceed \$8500.00.

Payment shall be made within 30 days of the date of invoice. Invoices will include the date of service and a description of the services rendered. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

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Warranties and Limitations of Liability

Warranties. Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Liability. CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY

MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Termination of Agreement

- **Discretionary.** After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

Marin IT, Inc. Proprietary & Confidential



-
- **Return of Documents.** Upon termination, any and all documents or materials provided to Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of St. Helena representative as soon as possible, but not later than thirty (30) days after termination.

Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit away employees or consultants of the other party.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Timothy R. Bush", written over a horizontal line.

Timothy R. Bush

Marin IT, Inc.

Accepted By: _____

Name: _____

Date: _____

Marin IT, Inc. Proprietary & Confidential



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a Resolution authorizing and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedules for Police Officers Foundation (POF) and Mid-Management reflecting increases to salaries; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action on salary increases related to the compensation for department heads of 3% to Planning & Community Improvement Director, 3% to the City Clerk, 3% to Library Director, 3% to Recreation Director, 3% to Human Resources & IT Director, 3% to Public Works Director, 5.5% to Police Chief, 10.5% to Finance Director and increased salary compensation for Fire Chief to \$62,000 effective July 1, 2017

CEQA Determination: Not a CEQA project

Prepared By:

A handwritten signature in blue ink, appearing to read "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

Reviewed By:

A handwritten signature in blue ink, appearing to read "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

Approved By:

A handwritten signature in blue ink, appearing to read "Larry F. Kennell".

Larry F. Pennell, Interim City Manager

BACKGROUND

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City must abide by the government code when establishing and reporting compensation for its employees. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meet the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws
- Identifies the position title for every employee position
- Shows the pay rate for each position
- Indicates the time base for each pay rate

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation. To ensure that the City remains compliant with its obligation under Section 570.5 staff will, at a minimum, biannually present pay schedules to City Council to be duly authorized and approved. The biannual presentation to the City Council will coincide with the start of a new fiscal year, and at the beginning of each calendar year as these times have historically coincided with the ratification of negotiated memorandum of understandings with the City's labor unions.

DISCUSSION

The Police Officers Foundation Memorandum of Understanding (MOU) contract expires June 30, 2017. The City's negotiating team conducted three negotiating sessions before signing an agreement on May 31, 2017. The updated MOU has been negotiated for a three-year term and authorizes a salary increase effective July 1, 2016 as follows:

Police Officers Foundation

- 2.5% to Dispatchers
- 5% to Police Officers
- 5% to Sergeants

On March 28, 2017, the City Council met in a special closed session meeting with Interim City Manager Larry Pennell to discuss unrepresented at-will Mid-Managers and Executive staff. Council was made aware that cognizant of the City's budgetary constraints at the time, mid-managers and executive staff fully supported the extension of their unrepresented compensation program for an additional six-month fully aware that doing so acknowledged that they are forgoing any consideration for raises until FY 2017/18.

Staff completed a compensation analysis for mid-manager and executive staff that included: Napa, Calistoga, Cotati, Suisun City, Ukiah and Healdsburg (Attachment 1). The objective of the analysis was to identify improvements in “Best Practices” that kept the City competitive in terms of compensation and classification. The following salary increases were negotiated, effective July 1, 2017:

Mid-Managers

- 3% to Management Analyst
- 3% to Senior Management Analysts
- 3% to Administrative Services Manager
- 3% to Utilities Operations Manager
- 5.5% to Senior Planner
- 10% to Lieutenant

Department Heads

- 3% to City Clerk
- 3% to Library Director
- 3% to Recreation Director
- 3% to Human Resources & IT Director
- 3% to Planning & Community Improvement Director
- 3% to Public Works Director
- 5.5% to Police Chief
- 10.5% to Finance Director

Finally, on May 23, 2017 City Council approved Resolution 2017-XX authorizing Amendment No. 3 to the Employment Agreement with Fire Chief John Sorensen which increased the annual compensation to \$62,000 effective July 1, 2017

The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that position title, pay rate, and time base for each employee position the City has in the CalPERS system to be included in a publicly available compensation schedule. Per the CCR, the following adjustments to the compensation schedules (Attachment 2) were made to the following positions based on the negotiated salary increases identified above:

Police Officers Foundation

- Dispatcher
- Dispatcher Supervisor
- Police Officer
- Sergeant

Mid-Managers

- Management Analyst
- Senior Management Analyst, which includes the following working titles
 - o Water Conservation Coordinator

- o Project Manager
 - o Public Works Maintenance Manager
 - o Finance and Grant Manager
- Senior Planner
- Administrative Services Manager
- Utilities Operations Manager
- Lieutenant

Department Heads

- City Clerk
- Library Director
- Recreation Director
- Human Resources & IT Director
- Police Chief
- Planning & Community Improvement Director
- Public Works Director
- Finance Director
- Fire Chief

FISCAL IMPACT

Total financial impacts to the budget for Police Officers Foundation, Mid-Manager, Executive Staff included Fire Chief's salary increases were considered and budgeted for FY 2017/18 and did not exceed \$158,066.85.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Attachment 1. Executive-MidManager-Compensation-Classification Analysis](#)

[Attachment 2. Publicly Available Salary Schedule FY17 Adopted June 13 2017](#)

[Attachment 3. POF, Mid-Manager, DH Salary Increases 2017 RESO](#)

Executive & Mid Managers Comparison

Assistant Public Works Director				Base Salary			
Agency	Minimum Salary	Maximum Salary		mean min	% +/-	mean max	% +/-
St. Helena	\$ 105,315	\$ 128,010		\$ 107,052	-2%	\$ 130,026	-2%
Calistoga	\$ 95,557	\$ 116,150					
Napa	\$ 130,208	\$ 157,291					
Cotati							
Suisun City							
Ukiah	\$ 98,725	\$ 120,001					
Healdsburg	\$ 105,456	\$ 128,676					
Chief Building Official				Base Salary Only			
Agency	Minimum Salary	Maximum Salary		mean min	% +/-	mean max	% +/-
St. Helena	\$ 105,315	\$ 128,308		\$ 95,770	9%	\$ 118,007	8%
Calistoga	\$ 93,797	\$ 113,938					
Napa	\$ 116,481	\$ 140,710					
Cotati	\$ 98,238	\$ 119,413					
Suisun City	\$ 84,552	\$ 114,144					
Ukiah	\$ 73,640	\$ 89,511					
Healdsburg	\$ 98,364	\$ 120,024					
Lieutenant				Base Salary Only			
Agency	Minimum Salary	Maximum Salary		mean min	% +/-	mean max	% +/-
St. Helena	\$ 87,504	\$ 106,362		\$ 93,291	-7%	\$ 119,464	-12%
Calistoga	\$ 68,951	\$ 109,838					
Napa	\$ 123,286	\$ 148,975					
Cotati	\$ 97,427	\$ 118,414					
Suisun City (Police Commander)	\$ 80,220	\$ 108,300					
Ukiah							
Healdsburg	\$ 102,360	\$ 124,896					
Management Analyst				Base Salary Only			
Agency	Minimum Salary	Maximum Salary		mean min	% +/-	mean max	% +/-
St. Helena	\$ 73,047	\$ 88,789		\$ 65,598	10%	\$ 81,472	8%
Calistoga							
Napa	\$ 71,509	\$ 86,395					
Cotati	\$ 64,854	\$ 78,832					
Suisun City	\$ 53,268	\$ 71,916					
Ukiah	\$ 56,463	\$ 72,062					
Healdsburg	\$ 74,448	\$ 90,840					
Senior Management Analyst				Base Salary Only			
Agency	Minimum Salary	Maximum Salary		mean min	% +/-	mean max	% +/-
St. Helena	\$ 79,874	\$ 97,087		\$ 74,983	6%	\$ 92,968	4%
Calistoga							
Napa (MAII)	\$ 79,107	\$ 95,579					
Cotati							
Suisun City	\$ 58,608	\$ 79,116					
Ukiah	\$ 82,344	\$ 100,090					
Healdsburg							
Senior Planner				Base Salary Only			
Agency	Minimum Salary	Maximum Salary		mean min	% +/-	mean max	% +/-
St. Helena	\$ 84,867	\$ 103,156		\$ 86,354	-2%	\$ 104,923	-2%
Calistoga	\$ 82,547	\$ 100,335					
Napa	\$ 88,668	\$ 107,113					
Cotati							
Suisun City							
Ukiah (Planning Manager)	\$ 77,322	\$ 93,986					
Healdsburg	\$ 98,364	\$ 120,024					

Administrative Services Manager

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 93,139	\$ 113,211
Calistoga		
Napa	\$ 92,784	\$ 112,089
Cotati		
Suisun City (Financial Services Manager - \$70,452-\$95,100)		
Ukiah		
Healdsburg	\$ 89,052	\$ 108,660

Human Resources/IT Director

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 110,157	\$ 133,897
Calistoga (Admin Svcs Director)	\$ 112,764	\$ 137,064
Napa	\$ 128,598	\$ 155,344
Cotati (Admin Svcs Director)	\$ 119,974	\$ 145,829
Suisun City	\$ 107,592	\$ 145,260
Ukiah	\$ 112,572	\$ 136,832
Healdsburg		

Finance Director

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 110,157	\$ 133,897
Calistoga (Admin Svcs Director)	\$ 112,764	\$ 137,064
Napa	\$ 137,093	\$ 165,645
Cotati (Admin Svcs Director)	\$ 119,974	\$ 145,829
Suisun City	\$ 107,592	\$ 145,260
Ukiah	\$ 112,572	\$ 136,832
Healdsburg	\$ 131,316	\$ 159,612

Library Director

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 99,915	\$ 121,447
Calistoga		
Napa (Director of Library Services)	\$ 131,144	\$ 158,076
Cotati (Sonoma County - Division Manager)	\$ 99,507	\$ 124,301
Suisun City (Solano County-Assistant Director)	\$ 112,128	\$ 136,293
Ukiah (Mendocino County Lib Director)	\$ 79,498	\$ 96,637
Healdsburg (Sonoma County Division Manager)	\$ 99,507	\$ 124,301

Planning & Community Development Director

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 128,668	\$ 156,397
Calistoga	\$ 118,404	\$ 143,928
Napa	\$ 134,391	\$ 162,370
Cotati	\$ 127,067	\$ 154,461
Suisun City	\$ 83,304	\$ 112,464
Ukiah	\$ 112,572	\$ 136,832
Healdsburg	\$ 132,624	\$ 171,108

Police Chief

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 132,528	\$ 161,088
Calistoga	\$ 130,548	\$ 158,676
Napa	\$ 168,896	\$ 204,062
Cotati	\$ 122,054	\$ 148,366
Suisun City	\$ 94,824	\$ 128,016
Ukiah	\$ 133,408	\$ 162,158
Healdsburg	\$ 150,888	\$ 183,408

Public Works Director

Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 139,596	\$ 169,680
Calistoga	\$ 121,296	\$ 147,432
Napa	\$ 149,627	\$ 180,778
Cotati	\$ 135,554	\$ 164,757
Suisun City	\$ 94,824	\$ 128,016
Ukiah	\$ 123,830	\$ 150,516
Healdsburg	\$ 140,748	\$ 171,108

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 91,658	2%	\$ 111,320	2%

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 115,276	-5%	\$ 142,371	-6%

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 118,781	-8%	\$ 146,306	-9%

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 103,617	-4%	\$ 126,842	-4%

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 119,576	7%	\$ 148,223	5%

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 133,307	-1%	\$ 163,682	-2%

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 129,353	7%	\$ 158,898	6%

Recreation Director		
Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 105,315	\$ 128,010
Calistoga	\$ 76,320	\$ 92,772
Napa (Recreation Manager)	\$ 105,241	\$ 127,143
Cotati	\$ 60,632	\$ 73,694
Suisun City	\$ 83,304	\$ 112,464
Ukiah (Community Services Administrator)	\$ 77,322	\$ 93,986
Healdsburg (Recreation Manager)	\$ 80,616	\$ 98,364
City Clerk		
Agency	Minimum Salary	Maximum Salary
St. Helena	\$ 95,524	\$ 116,110
Calistoga	\$ 84,559	\$ 102,782
Napa	\$ 104,598	\$ 126,324
Cotati (Deputy City Clerk \$60,029-\$72,966)		
Suisun City (Deputy City Clerk - \$46,728 - \$63,072)		
Ukiah	\$ 67,638	\$ 82,214
Healdsburg	\$ 86,436	\$ 105,468

Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 84,107	20%	\$ 103,776	19%
Base Salary Only			
mean min	% +/-	mean max	% +/-
\$ 87,751	8%	\$ 106,580	8%

City of St. Helena
Publicly Available Salary Schedule FY 2017-2018
Duly Approved and Adopted June 13, 2017

Position		A	B	C	D	E
<u>St. Helena Employee Association - Miscellaneous Group</u>						
Accounting Assistant I	Annual	41,684.00	43,768.00	45,956.00	48,254.00	50,667.00
Accounting & HR Assistant I ⁽⁶⁾	Monthly	3,474.00	3,647.00	3,829.00	4,021.00	4,222.00
Office Assistant 75%	Pay Period	1,736.80	1,823.65	1,914.82	2,010.57	2,111.10
Office Assistant	Hourly	20.04	21.04	22.09	23.20	24.36
Library Assistant I						
Maintenance Worker I	Annual	42,524.00	44,650.00	46,884.00	49,228.00	51,689.00
	Monthly	3,543.00	3,721.00	3,907.00	4,102.00	4,307.00
	Pay Period	1,771.85	1,860.44	1,953.46	2,051.14	2,153.69
	Hourly	20.44	21.47	22.54	23.67	24.85
Library Assistant II	Annual	43,274.00	45,438.00	47,710.00	50,095.00	52,600.00
	Monthly	3,606.00	3,786.00	3,976.00	4,175.00	4,383.00
	Pay Period	1,803.09	1,893.24	1,987.91	2,087.30	2,191.67
	Hourly	20.80	21.84	22.94	24.08	25.29
Plant Operator in Training	Annual	44,147.00	46,355.00	48,672.00	51,105.00	53,661.00
Maintenance Worker I-Water Dist.	Monthly	3,679.00	3,863.00	4,056.00	4,259.00	4,472.00
	Pay Period	1,839.47	1,931.44	2,028.01	2,129.41	2,235.88
	Hourly	21.22	22.29	23.40	24.57	25.80
Building Permit Technician I	Annual	47,108.00	49,463.00	51,937.00	54,534.00	57,261.00
Recreation Coordinator	Monthly	3,926.00	4,122.00	4,329.00	4,545.00	4,771.00
	Pay Period	1,962.84	2,060.99	2,164.03	2,272.24	2,385.85
	Hourly	22.65	23.78	24.97	26.22	27.53
Accounting Assistant II	Annual	48,059.00	50,462.00	52,984.00	55,634.00	58,416.00
Accounting & HR Assistant II ⁽⁶⁾	Monthly	4,005.00	4,206.00	4,416.00	4,636.00	4,868.00
	Pay Period	2,002.44	2,102.56	2,207.70	2,318.08	2,433.99
	Hourly	23.11	24.26	25.47	26.75	28.08
Senior Library Assistant	Annual	49,151.00	51,609.00	54,189.00	56,899.00	59,743.00
	Monthly	4,096.00	4,301.00	4,516.00	4,742.00	4,978.00
	Pay Period	2,047.95	2,150.35	2,257.87	2,370.76	2,489.29
	Hourly	23.63	24.81	26.05	27.36	28.72
Plant Operator I - Wastewater	Annual	49,893.00	52,388.00	55,007.00	57,757.00	60,645.00
Plant Operator I - Water	Monthly	4,157.00	4,365.00	4,584.00	4,813.00	5,053.00
	Pay Period	2,078.86	2,182.81	2,291.95	2,406.55	2,526.87
	Hourly	23.99	25.19	26.45	27.77	29.16
Accounting Assistant III	Annual	50,519.00	53,046.00	55,697.00	58,482.00	61,407.00
Accounting & HR Assistant III ⁽⁶⁾	Monthly	4,210.00	4,421.00	4,641.00	4,874.00	5,117.00
	Pay Period	2,104.98	2,210.23	2,320.74	2,436.77	2,558.62
	Hourly	24.29	25.50	26.78	28.12	29.52
Librarian I	Annual	50,646.00	53,178.00	55,837.00	58,629.00	61,560.00
Lib Assoc Bilingual Services	Monthly	4,221.00	4,431.00	4,654.00	4,886.00	5,130.00
	Pay Period	2,110.24	2,215.75	2,326.55	2,442.87	2,565.01
	Hourly	24.35	25.57	26.84	28.19	29.60
Administrative Assistant	Annual	50,899.00	53,445.00	56,117.00	58,922.00	61,869.00
	Monthly	4,241.00	4,454.00	4,676.00	4,910.00	5,156.00
	Pay Period	2,120.81	2,226.84	2,338.19	2,455.10	2,577.85
	Hourly	24.47	25.69	26.98	28.33	29.74
Maintenance Worker II	Annual	51,796.00	54,387.00	57,106.00	59,961.00	62,960.00
	Monthly	4,316.00	4,533.00	4,759.00	4,997.00	5,247.00
	Pay Period	2,158.20	2,266.11	2,379.41	2,498.39	2,623.30
	Hourly	24.90	26.15	27.45	28.83	30.27

Position		Steps				
		A	B	C	D	E
Equipment Operator/Maint Worker III	Annual	52,317.00	54,933.00	57,679.00	60,563.00	63,591.00
	Monthly	4,359.00	4,578.00	4,806.00	5,047.00	5,299.00
	Pay Period	2,179.87	2,288.86	2,403.30	2,523.47	2,649.64
	Hourly	25.15	26.41	27.73	29.12	30.57
Building Permit Technician II	Annual	52,447.00	55,070.00	57,823.00	60,715.00	63,750.00
	Monthly	4,371.00	4,589.00	4,819.00	5,059.00	5,313.00
	Pay Period	2,185.31	2,294.58	2,409.31	2,529.77	2,656.27
	Hourly	25.22	26.48	27.80	29.19	30.65
Maintenance Lead Worker Accounting Assistant/Building Tech	Annual	52,842.00	55,484.00	58,258.00	61,171.00	64,230.00
	Monthly	4,403.00	4,624.00	4,854.00	5,097.00	5,353.00
	Pay Period	2,201.74	2,311.84	2,427.43	2,548.80	2,676.23
	Hourly	25.40	26.67	28.01	29.41	30.88
Maintenance Worker II-Water Dist.	Annual	53,908.00	56,604.00	59,434.00	62,405.00	65,525.00
	Monthly	4,493.00	4,717.00	4,953.00	5,201.00	5,460.00
	Pay Period	2,246.16	2,358.47	2,476.40	2,600.22	2,730.23
	Hourly	25.92	27.21	28.57	30.00	31.50
Plant Operator II - WW Plant Operator II - Water Maintenance Lead Worker-Water Dist.	Annual	54,995.00	57,745.00	60,633.00	63,665.00	66,847.00
	Monthly	4,583.00	4,812.00	5,052.00	5,305.00	5,571.00
	Pay Period	2,291.49	2,406.06	2,526.36	2,652.68	2,785.31
	Hourly	26.44	27.76	29.15	30.61	32.14
Librarian II	Annual	55,271.00	58,034.00	60,936.00	63,984.00	67,183.00
	Monthly	4,606.00	4,836.00	5,078.00	5,332.00	5,599.00
	Pay Period	2,302.96	2,418.11	2,539.01	2,665.96	2,799.25
	Hourly	26.57	27.90	29.30	30.76	32.30
Project Coordinator/Admin Asst. Building Permit Technician III	Annual	56,105.00	58,911.00	61,856.00	64,949.00	68,196.00
	Monthly	4,675.00	4,909.00	5,155.00	5,412.00	5,683.00
	Pay Period	2,337.72	2,454.61	2,577.33	2,706.21	2,841.52
	Hourly	26.97	28.32	29.74	31.23	32.79
Plant Operator III - Water	Annual	56,246.00	59,057.00	62,010.00	65,111.00	68,366.00
	Monthly	4,687.00	4,921.00	5,168.00	5,426.00	5,697.00
	Pay Period	2,343.56	2,460.74	2,583.78	2,712.97	2,848.62
	Hourly	27.04	28.39	29.81	31.30	32.87
Recreation Supervisor	Annual	56,527.00	59,354.00	62,321.00	65,437.00	68,709.00
	Monthly	4,711.00	4,946.00	5,194.00	5,453.00	5,726.00
	Pay Period	2,355.30	2,473.06	2,596.71	2,726.55	2,862.88
	Hourly	27.18	28.53	29.96	31.46	33.03
Accounting Technician	Annual	56,952.00	59,800.00	62,789.00	65,929.00	69,225.00
	Monthly	4,746.00	4,984.00	5,233.00	5,494.00	5,769.00
	Pay Period	2,373.01	2,491.65	2,616.24	2,747.05	2,884.40
	Hourly	27.38	28.75	30.19	31.70	33.28
Senior Librarian	Annual	57,524.00	60,400.00	63,420.00	66,591.00	69,920.00
	Monthly	4,794.00	5,034.00	5,285.00	5,549.00	5,827.00
	Pay Period	2,396.82	2,516.66	2,642.50	2,774.62	2,913.36
	Hourly	27.66	29.04	30.49	32.01	33.62
Equipment Mechanic	Annual	58,247.00	61,159.00	64,216.00	67,428.00	70,799.00
	Monthly	4,853.00	5,096.00	5,352.00	5,619.00	5,900.00
	Pay Period	2,426.93	2,548.28	2,675.69	2,809.48	2,949.95
	Hourly	28.00	29.40	30.87	32.42	34.04
Plant Operator III - Water & WW Building Technician III/Office Manager	Annual	62,309.00	65,424.00	68,696.00	72,130.00	75,736.00
	Monthly	5,193.00	5,452.00	5,725.00	6,011.00	6,311.00
	Pay Period	2,596.19	2,726.00	2,862.30	3,005.41	3,155.69
	Hourly	29.96	31.45	33.03	34.68	36.41

Position		Steps				
		A	B	C	D	E
Jr. Engineer	Annual	68,848.00	68,091.00	71,495.00	75,070.00	78,824.00
Assistant Planner	Monthly	5,404.00	5,674.00	5,958.00	6,256.00	6,568.00
HR Manager / Acctg Technician II	Pay Period	2,702.00	2,837.11	2,978.96	3,127.91	3,284.31
	Hourly	31.18	32.74	34.37	36.09	37.90
Public Works Supervisor	Annual	66,322.00	69,639.00	73,119.00	76,776.00	80,614.00
	Monthly	5,527.00	5,804.00	6,094.00	6,398.00	6,718.00
	Pay Period	2,763.41	2,901.58	3,046.66	3,198.99	3,358.95
	Hourly	31.89	33.48	35.15	36.91	38.76
Public Works Supervisor-Parks	Annual	69,720.00	73,203.00	76,864.00	80,707.00	84,743.00
	Monthly	5,810.00	6,101.00	6,405.00	6,726.00	7,062.00
	Pay Period	2,904.91	3,050.16	3,202.66	3,362.80	3,530.94
	Hourly	33.52	35.19	36.95	38.80	40.74
Associate Planner*	Annual	69,893.00	73,387.00	77,056.00	80,909.00	84,954.00
	Monthly	5,824.00	6,115.00	6,422.00	6,742.00	7,080.00
	Pay Period	2,912.18	3,057.79	3,210.68	3,371.20	3,539.77
	Hourly	33.60	35.28	37.05	38.90	40.84
Chief Plant Operator - Water	Annual	72,378.00	75,998.00	79,797.00	83,788.00	87,977.00
Chief Plant Operator - Wastewater	Monthly	6,031.00	6,333.00	6,650.00	6,982.00	7,332.00
Chief Water Distribution Operator	Pay Period	3,015.78	3,166.56	3,324.90	3,491.14	3,665.70
PW Supervisor - Parks & Govt Bldgs	Hourly	34.80	36.54	38.36	40.28	42.30

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary
 10 years - 5.0% of base salary
 15 years - 7.5% of base salary
 20 years - 10% of base salary

(2) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

(3) Standby Pay - Shall be paid at a rate of \$75.00 per weekend to those employees in the Public Works Department who are required to be on Standby on weekends (3:30 p.m. Friday to 7:00 a.m. Monday), \$75.00 per week for those employees who are required to Standby for the week (Monday - Friday) and \$75.00 for those employees who are required to Standby on holidays (3:30 p.m. to 7:00 a.m. of the next regular work day).

(4) Certification Pay - \$50.00 per month for each governmental certificate or licensing as follows:

"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant
 A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city
 Certification for back-flow prevention devices for Public Works employees
 Playground Inspection Certification for employees working in the Parks Division
 Arborist Certificate for employees working in the Parks Division

(5) Uniform Allowance - The city will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Planter Operator II, Planter Operator III, Chief Operator. The City will provide and pay for cleaning services for the uniforms of employees. These costs will be reported each pay period as follows:

Employees assigned to Water Distribution and Public Works - \$35.49 per pay period
 Employees assigned to Parks-Trees-Buildings - \$33.06 per pay period
 Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - \$9.29 per pay period
 Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - \$5.79 per pay period
 Employees assigned to the Water Treatment Plant - \$11.49 per pay period

(6) Confidential Positions receive a 3% pay differential that is added to the employee's base salary

Police Officers Association

Dispatcher	Annual	53,594.00	56,274.00	59,087.00	62,041.00	65,144.00
	Monthly	4,467.00	4,689.00	4,924.00	5,170.00	5,428.00
	Pay Period	2,233.00	2,345.00	2,462.00	2,585.00	2,714.00
	Hourly	25.77	27.06	28.40	29.83	31.32
Dispatch Supervisor	Annual	64,333.00	67,551.00	70,928.00	74,473.00	78,197.00
	Monthly	5,362.00	5,629.00	5,910.00	6,206.00	6,517.00
	Pay Period	2,681.00	2,815.00	2,955.00	3,103.00	3,258.00
	Hourly	30.93	32.47	34.10	35.81	37.59
Police Officer	Annual	64,033.00	67,235.00	70,597.00	74,127.00	77,833.00
	Monthly	5,336.00	5,603.00	5,883.00	6,177.00	6,486.00
	Pay Period	2,668.05	2,801.45	2,941.53	3,088.61	3,243.04
	Hourly	30.79	32.33	33.94	35.64	37.41
Corporal	Annual	65,927.00	69,223.00	72,684.00	76,318.00	80,134.00
	Monthly	5,494.00	5,768.00	6,057.00	6,360.00	6,678.00
	Pay Period	2,746.96	2,884.28	3,028.50	3,179.92	3,338.92
	Hourly	31.69	33.28	34.94	36.68	38.53
Sergeant	Annual	72,684.00	76,318.00	80,134.00	84,141.00	88,348.00
	Monthly	6,360.00	6,678.00	7,012.00	7,363.00	7,730.00
	Pay Period	3,179.93	3,338.92	3,505.87	3,681.16	3,865.23
	Hourly	36.69	38.51	40.46	42.47	44.60

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary
 10 years - 5.0% of base salary
 15 years - 7.5% of base salary
 20 years - 10% of base salary

(2) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of an additional \$150.00 per month.

(3) POST Certificates - Additional monthly salary compensation shall be received by an employee attaining certificates, as follows:

POST Intermediate Certificate - \$100.00
 POST Advanced Certificate - \$200.00
 POST Records Supervisor Certificate - \$100.00

(4) Special Assignment Pay:

Motorcycle Officer, Range Master or Reserve Coordinator - \$100.00 per month
 Field Training Officers or Communication Training Officers - 7% of their daily salary, per day, while assigned to the trainee
 Records Coordinator - 5% of regular salary
 Investigator Position - 2 1/2% of base salary
 Police Service Dog Handler - \$228.13 per pay period

(5) Holiday Accrual - Full-time employees will accrue 3.833 hours per pay period, which will be paid out twice a year (in June and December) at the employee's current hourly rate.

(6) Uniform Allowance - Employees shall receive an annual uniform allowance as follows:

Sworn Personnel - \$750.00
 Dispatch and CSO Personnel - \$750.00
 Motorcycle Officers - 1 pair of Police motorcycle boots, 2 pairs of Police motorcycle pants, 1 Police motorcycle leather jacket, 2 sets of riding gloves (1 cold weather and 1 warm set) and Protective eyeglasses (not to exceed \$150.00)
 Bicycle Patrol - Gloves, Helmet, Padded Shorts, Padded Pants, Protective Eyeglasses, Pedal Retention Devices, and Inclement Weather Clothing

City of St. Helena
Publicly Available Salary Schedule
FY 2017-2018⁽¹⁾
Duly Approved and Adopted June 13, 2017

Position		Steps				
		A	B	C	D	E
<u>Mid-Management Exempt</u>						
Assistant Public Works Director	Annual	105,315.00	110,581.00	116,110.00	121,915.00	128,010.00
Chief Building Official	Monthly	8,776.00	9,215.00	9,676.00	10,160.00	10,668.00
	Pay Period	4,388.45	4,607.62	4,837.90	5,079.29	5,333.81
	Hourly	50.63	53.17	55.82	58.61	61.54
Grants and Finance Manager	Annual	82,270.00	86,383.00	90,703.00	95,237.00	99,999.00
Public Works Project Manager	Monthly	6,856.00	7,199.00	7,558.00	7,936.00	8,334.00
Senior Management Analyst	Pay Period	3,427.84	3,598.82	3,779.07	3,968.59	4,166.35
Water Conservation Coordinator	Hourly	39.55	41.53	43.61	45.78	48.08
Library Manager	Annual	91,365.00	95,933.00	100,730.00	105,768.00	111,056.00
	Monthly	7,614.00	7,995.00	8,395.00	8,814.00	9,255.00
	Pay Period	3,806.88	3,997.43	4,197.25	4,407.37	4,627.79
	Hourly	43.93	46.12	48.43	50.85	53.40
Lieutenant	Annual	96,254.00	101,068.00	106,120.00	111,427.00	116,998.00
	Monthly	8,021.00	8,423.00	8,844.00	9,286.00	9,750.00
	Pay Period	4,010.60	4,210.80	4,422.00	4,643.10	4,875.20
	Hourly	46.28	48.60	51.02	53.57	56.25
Management Analyst	Annual	75,238.00	79,000.00	82,950.00	87,098.00	91,453.00
Public Works Maintenance Manager	Monthly	6,270.00	6,584.00	6,912.00	7,258.00	7,621.00
	Pay Period	3,152.32	3,291.88	3,456.68	3,628.69	3,811.00
	Hourly	36.17	37.99	39.88	41.87	43.97
Senior Planner	Annual	89,535.00	94,011.00	98,712.00	103,648.00	108,830.00
	Monthly	7,461.00	7,834.00	8,226.00	8,637.00	9,069.00
	Pay Period	3,730.48	3,917.22	4,112.39	4,319.17	4,534.00
	Hourly	43.04	45.20	47.45	49.83	52.32
<u>Confidential Positions</u>						
Administrative Services Manager ⁽⁴⁾	Annual	95,933.00	100,730.00	105,767.00	111,056.00	116,607.00
	Monthly	7,995.00	8,395.00	8,814.00	9,255.00	9,717.00
	Pay Period	3,996.83	4,196.57	4,406.71	4,627.25	4,858.20
	Hourly	46.12	48.43	50.85	53.38	56.06
<u>Executive Management</u>						
City Manager ⁽²⁾	Annual					189,880.00
	Monthly					15,823.00
	Pay Period					7,912.00
	Hourly					91.29
City Clerk	Annual	98,390.00	103,309.00	108,474.00	113,898.00	119,593.00
	Monthly	8,199.00	8,609.00	9,039.00	9,491.00	9,966.00
	Pay Period	4,099.40	4,304.37	4,520.00	4,746.24	4,983.14
	Hourly	47.31	49.68	52.16	54.77	57.50
Fire Chief ^{(2) (3)}	Annual					62,000.00
Finance Director	Annual	121,723.00	127,809.00	134,199.00	140,911.00	147,956.00
	Monthly	10,144.00	10,650.00	11,183.00	11,742.00	12,330.00
	Pay Period	5,071.33	5,325.79	5,591.41	5,871.54	6,165.06
	Hourly	58.52	61.45	64.52	67.75	71.14

Position		Steps				
		A	B	C	D	E
Human Resources/IT Director	Annual	113,462.00	119,134.00	125,090.00	131,347.00	137,914.00
	Monthly	9,455.00	9,927.00	10,424.00	10,945.00	11,493.00
	Pay Period	4,727.12	4,964.31	5,211.90	5,473.02	5,744.62
	Hourly	54.55	57.28	60.14	63.15	66.31
Library Director	Annual	102,912.00	108,058.00	113,462.00	119,134.00	125,090.00
	Monthly	8,576.00	9,005.00	9,455.00	9,928.00	10,425.00
	Pay Period	4,288.00	4,502.13	4,727.70	4,863.57	5,211.80
	Hourly	49.48	51.95	54.55	57.28	60.14
Planning/Community Services Director	Annual	132,528.00	138,155.00	146,113.00	153,417.00	161,089.00
	Monthly	11,044.00	11,596.00	12,176.00	12,785.00	13,424.00
	Pay Period	5,521.91	5,797.87	6,087.84	6,392.64	6,712.02
	Hourly	63.72	66.90	70.25	73.76	77.45
Police Chief	Annual	139,817.00	146,807.00	154,148.00	161,855.00	169,948.00
	Monthly	11,651.00	12,234.00	12,846.00	13,488.00	14,162.00
	Pay Period	5,825.71	6,116.89	6,422.84	6,743.56	7,081.16
	Hourly	67.21	70.58	74.11	77.82	81.71
Public Works Director	Annual	143,784.00	150,973.00	158,522.00	166,448.00	174,770.00
	Monthly	11,982.00	12,581.00	13,210.00	13,871.00	14,564.00
	Pay Period	5,991.51	6,290.21	6,605.39	6,934.99	7,282.10
	Hourly	69.12	72.58	76.21	80.02	84.03
Recreation Director	Annual	108,474.00	113,898.00	119,593.00	125,572.00	131,850.00
	Monthly	9,039.00	9,491.00	9,966.00	10,465.00	10,988.00
	Pay Period	4,520.10	4,745.85	4,983.04	5,231.67	5,493.82
	Hourly	52.15	54.77	57.49	60.37	63.39

(1) Mid-Management, Confidential and Executive salary ranges include a 1% salary increase that is expressly contingent upon the implementation of the pension cost sharing arrangement, and will not be implemented unless and until the cost sharing arrangement is implemented.

(2) Positions do not have a pay range

(3) 1% Increase was not applied to Safety Fire Position: Fire Chief

(4) Confidential Positions receive a 3% pay differential that is added to the employee's base salary

(5) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

Position		Steps				
		A	B	C	D	E
<u>Part-time Positions</u>						
Casual Worker I	Hourly	10.50	11.03	11.58	12.16	12.77
Casual Worker II	Hourly	13.43	14.10	14.79	15.54	16.31
Casual Worker III	Hourly	17.14	17.99	18.88	19.83	20.80
Casual Worker IV	Hourly	21.86	22.95	24.09	25.30	26.54
Casual Worker V	Hourly	27.90	29.28	30.73	32.27	33.89
Firefighter ⁽¹⁾ ⁽²⁾ ⁽³⁾	Hourly					25.00
Fire Marshal ⁽¹⁾	Hourly					45.00
<u>Elected Positions</u>						
Mayor ⁽¹⁾	Annual					3,600.00
Vice Mayor ⁽¹⁾						
Council Member ⁽¹⁾						
Planning Chairperson ⁽¹⁾	Annual					1,200.00
Planning Vice Chairperson ⁽¹⁾						
Planning Commissioner ⁽¹⁾						

(1) Positions do not have a pay range

(2) Standby Pay - Shall be paid at a rate of \$50.00 per 24 hour period.

(3) Classification Pay - Additional monthly salary compensation shall be received as follows:

1st and 2nd Assistant Chief Classification - \$315.00

Captain Classification - \$210.00

Engineer Classification - \$105.00

CITY OF ST. HELENA

RESOLUTION NO. 2016-XX

AUTHORIZING AND APPROVING PUBLICLY AVAILABLE PAY SCHEDULES IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 WHICH INCLUDES REVISED SALARY SCHEDULES FOR POLICE OFFICERS FOUNDATION (POF) AND MID-MANAGEMENT REFLECTING INCREASES TO SALARIES; AND IN ACCORDANCE WITH THE NEWLY ENACTED REQUIREMENT OF CALIFORNIA CODE SECTION 54953(C)(3) THE RECOMMENDED FINAL ACTION ON SALARY INCREASES RELATED TO THE COMPENSATION FOR DEPARTMENT HEADS OF 3% TO PLANNING & COMMUNITY IMPROVEMENT DIRECTOR, 3% TO THE CITY CLERK, 3% TO LIBRARY DIRECTOR, 3% TO RECREATION DIRECTOR, 3% TO HUMAN RESOURCES & IT DIRECTOR, 3% TO PUBLIC WORKS DIRECTOR, 5.5% TO POLICE CHIEF, 10.5% TO FINANCE DIRECTOR AND INCREASED SALARY COMPENSATION FOR FIRE CHIEF TO \$62,000 EFFECTIVE JULY 1, 2017

RECITALS

- A. The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees; and
- B. Per California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) the City must abide by the government code when establishing and reporting compensation for its employees; and
- C. Pay schedule must meet the following requirements: must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, identifies the position title for every employee position, shows the pay rate for each position, and indicates the time base for each pay rate; and
- D. To ensure that the City remains compliant with its obligation under Section 570.5 staff will, at a minimum, staff will biannually present pay schedules to City Council to be duly authorized and approved;
- E. Biannual presentation to the City Council will coincide with the start of a new fiscal year, and at the beginning of each calendar year and will include the City Council, part-time seasonal employees, and prior positions (retired and/or vacant); and

- F. Negotiated salary increases for FY 2017-18 effective July 1, 2017 for Police Officers Foundation are 2.5% to Dispatchers, 5% to Police Officers, 5% to Sergeants; and
- G. Negotiated salary increases for FY 2017-18 effective July 1, 2017 for Mid-Managers are 3% to Management Analyst, 3% to Senior Management Analysts, 3% to Administrative Services Manager, 3% to Utilities Operations Manager, 5.5% to Senior Planner, and 10% to Lieutenant; and
- H. Negotiated salary increases for FY 2017-18 effective July 1, 2017 for Department Heads are 3% to City Clerk, 3% to Library Director, 3% to Recreation Director, 3% to Human Resources & IT Director, 3% to Planning & Community Improvement Director, 3% to Public Works Director, 5.5% to Police Chief, and 10.5% to Finance Director; and
- I. Approved by Resolution 2017-60, Fire Chief salary increased to \$62,000 effective July 1, 2017.

RESOLUTION

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

1. Approve publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which include revised salary schedule for Police Officers Association (POA), Mid-Managers, and Executive Staff which includes Fire Chief; and

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Ellsworth:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consider and approve resolution adopting an outdoor flag display policy

CEQA Determination: Not a CEQA project

Prepared By: 

Tracey Perkosky, Grants & Finance Manager

Reviewed By:



Larry F. Pennell, Interim City Manager

Approved By:



Larry F. Pennell, Interim City Manager

BACKGROUND

After a staff review of City policies, staff has determined that the City does not have an established policy for half-staff and non-governmental flag displays. Currently only governmental flags are flown on the flag pole outside the Police Department and there is no location for non-governmental flags. This policy does not prohibit a person to fly a flag on his or her own property or wear or carry a flag. Staff researched policies from nearby cities and has used the policy from the City of Calistoga as a guide.

DISCUSSION

The City receives periodic requests to display non-governmental flags on City-owned flagpoles and in creating a flag policy it was determined that establishing a comprehensive flag policy that also covers flying flags at half-staff was prudent.

The proposed policy authorizes the City Manager to direct flags on City property to be flown at half-staff under traditional federal and state directives, such as the death of a president. The Mayor would be authorized to direct the City Manager to fly flags on City property at half-staff to show respect for the death of a local citizen or City employee. Eligible criteria for the deceased are:

- A Mayor or City Councilmember, past or present;
- A City employee whose death occurred during the discharge of duty;
- A City employee or retiree having served the City for 25 or more years; or
- A prominent citizen not holding or having held elected public office, whose accomplishments and contributions to the community clearly demonstrated a commitment over and beyond what would be normally associated with the performance of work.

Flags will be flown at half-staff as soon as practicable following the notification of a death, and will be continued for 48 hours.

The City Council could also approve the flying of a non-governmental flag on a designated Ceremonial Flag Pole located on the exterior of the Carnegie Building at 1360 Oak Avenue. This flag pole is a separate, ceremonial flagpole from the City's current poles and will be dedicated to the flying of non-governmental flags in conjunction with official actions, ceremonial items or proclamations of the City Council. Any member of the Council may make a written request to the City Manager outlining the type of the ceremonial flag, how the display would relate to a prior or proposed official action, ceremonial item or proclamation of the City Council, and the proposed time and manner of display. Following consideration of the request, if the Council approves the request, either by minute order or in conjunction with the adoption of some other official action, ceremonial item or proclamation, the City shall display the non-governmental flag on the ceremonial flagpole in the manner directed by Council. If Council does not approve the request, it shall be deemed to have been denied and shall not be reconsidered for a period of six (6) months.

An example of this type of non-governmental flag would be that the City wishes to honor the Red Cross during National Volunteer Week in April and following the direction of the Council would hang the Red Cross Flag at on the ceremonial flagpole at the Carnegie Building following the issuance of a proclamation or another authorized approval. All non-governmental flags would be provided by the organization or group and not purchased by the City. When the ceremonial flagpole is not displaying a non-governmental Flag, the City flag may be flown as upon the order of the City Manager. The City's flagpoles are not intended to serve as a forum for free expression by the public.

The Policies do not interfere with protected First Amendment constitutional rights.

FISCAL IMPACT

There are nominal costs associated with this policy. A new flag pole will be installed on the Carnegie Building for non-governmental flags at a cost not to exceed \$100. Staff costs will also be required to prepare and review applications for non-governmental flags and the raising/lowering of approved flags.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Resolution and St Helena Flag Policy](#)

CITY OF ST. HELENA

RESOLUTION No. 2017-

**Resolution Authorizing a Policy for the Outdoor Display
of Governmental and Non-Governmental Flags on City
Property**

RECITALS

- A. The City of St. Helena desires to establish a uniform policy to govern the flying of the National, State, and City flags on City-owned properties at half-staff to pay homage to the deceased as outlined in Exhibit A; and
- B. The City also desires to establish a uniform policy to govern the display of non-governmental flags on specified City-owned flagpoles as outlined in Exhibit B.

RESOLUTION

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

- 1. Approves and authorizes the governmental and non-governmental flag policies as outlined in the attached Exhibit A and B.
- 2. If any action, subsection, clause or phrase of this Resolution or the policies in Exhibits A and B shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or of the policies adopted by this Resolution that can be given effect without the invalid provisions.
- 3. Environmental Review. In accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the City Council hereby finds that the adoption of this Resolution and its policies are not subject to CEQA because it can be seen with certainty that there is no possibility that they could have a significant effect on the environment.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Dohring:	_____
Councilmember Ellsworth:	_____
Councilmember Koberstein:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

EXHIBIT A

Policy on Flying Flags on City Property at Half-Staff

Purpose

The purpose of this administrative policy is to establish a uniform policy to govern the flying of the United States, California, and City of Saint Helena flags ("Governmental Flags") at half-staff on City-owned property to pay homage to the deceased. The City's flagpoles are not intended to serve as a forum for free expression by the public.

Applicability

1. National flags and/or California flags on City-owned property shall be flown at half-staff upon order of the President of the United States or authorization by the Governor of California.

2. National, California, and/or City flags on City-owned property may also be flown at half-staff at the direction of the Mayor upon the death of:

- A City Councilmember, past or present;
- A City employee whose death occurred during the discharge of duty;
- A City employee or retiree having served the City for 25 or more years; and/or
- A prominent citizen not holding or having held elected public office, whose accomplishments and contributions to the community clearly demonstrated a commitment over and beyond that which would be normally associated with the performance of work.

For the above circumstances, flags will be flown at half-staff as soon as practicable following the notification of a death, and will ordinarily be continued for 48 hours.

3. Nothing set forth in this Policy is intended to prohibit or curtail individuals from displaying a flag on private property under his or her control or to wear or carry a flag.

EXHIBIT B**Policy on the Display of Non-Governmental Flags on City Property**Purpose

The purpose of this administrative policy is to establish a uniform policy to govern the flying of certain flags other than the National, California and/or City flag ("Non-Governmental Flags") as an expression of the City's official sentiments on City-owned flagpoles which are not otherwise dedicated to the display of the National, California and/or City flag ("Ceremonial Flagpoles"). The City's flagpoles are not intended to serve as a forum for free expression by the public.

Applicability

1. The Mayor and/or a member of the City Council may submit a request to the City Manager in writing to display a Non-Governmental Flag on a Ceremonial Flagpole in conjunction with official actions, ceremonial items, or proclamations of the City Council. The request shall specify: (a) the type of flag to be displayed, (b) how display of the flag would relate to a prior or proposed official action, ceremonial item or proclamation of the City Council, and (c) the proposed time and manner of display.
2. Following consideration of a request, if the Council approves the request, either by minute order or in conjunction with adoption of some other official action, ceremonial item, or proclamation, the City shall display the requested Non-Governmental Flag on a Ceremonial Flagpole at the time, place and manner so directed by the Council. If the Council does not approve a request, it shall be deemed to have been denied and shall not be reconsidered for a period of six (6) months.
3. When a Ceremonial Flagpole is not displaying a Non-Governmental Flag, the City flag may be flown upon the order of the City Manager, in his or her discretion.
4. The Ceremonial Flag Pole will be located on the exterior of the Carnegie Building, 1360 Oak Avenue.
5. Nothing set forth in this Policy is intended to prohibit or curtail individuals from displaying a flag on private property under his or her control or to wear or carry a flag.



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval to fly ceremonial flag in honor of Lesbian, Bisexual, Gay, Transgender and Queer (LBGTQ) Pride Month

CEQA Not a CEQA project
Determination:

Prepared By: 
Tracey Perkosky, Grants & Finance Manager

Reviewed By: 
Larry F. Pennell, Interim City Manager

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

On tonight's agenda is a proposal to establish an outdoor flag policy for governmental and non-governmental flags. If Council approves that policy, then Council is asked to consider this ceremonial flag request.

DISCUSSION

Pursuant to the policy proposed to be adopted this evening, Councilmember Dohring requested that a non-governmental flag be flown on the ceremonial flagpole at the Carnegie building for Lesbian, Bisexual, Gay, Transgender and Queer (LBGTQ) Pride Month as deemed by the Mayor and Council on June 13, 2017, via Proclamation. The traditional flags for this month are either the rainbow or transgender flag. This proposed flag will fly until the end of the month or Friday, June 30, 2017.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Approve.



Item No:

Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and Proposed Approval Adopting Administrative Policy P-FI-0008 Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena

CEQA Status: Exempt. (CEQA Guidelines §§ 15061(b)(3), 15273.)

Prepared By: April Mitts, Finance Director

Approved By: Larry Pennell, Interim City Manager

BACKGROUND

At the May 9, 2017, City Council meeting, Councilmember Ellsworth requested an item be placed on the agenda discussing the possibility of creating a program to assist restaurants/small businesses in the City of St. Helena with their wastewater bills. The City Council recently affirmed a new water and wastewater rate structure on November 29, 2016, following approval of the new rate structure by property owners in accordance with Proposition 218. These new rates became effective in the February 2017 billing cycle and the increase to the wastewater component of the new rates has created concern of their impact on the continued financial viability of a segment of the business community.

At the May 22, 2017, special City Council meeting, the City Council provided direction to staff for the development of a limited term program for assistance to certain business classifications in the City of St. Helena with paying the wastewater component of their utility bills.

DISCUSSION

During the May 22, 2017, special meeting several elements were considered by the City Council. Obviously, the central issue of concern was to be certain that the policy does not run afoul of the constitutional prohibition against providing a "gift of public funds" in violation of California Constitution Article XVI, § 6. In determining whether an expenditure of public funds is a gift, there are two primary questions: (1) whether the expenditure serves a "public" or a purely "private" purpose, and (2) whether the expenditure falls within the City's identified "public purpose". The determination of what constitutes a "public purpose" is considered to be primarily a legislative determination to

Item No:

which courts will generally defer if any reasonable basis exists for the determination. (See *Board of Supervisors v. Dolan* (1975) 45 Cal.App.3d 237, 243.) If the funds are used for a “public” purpose, the expenditure is not a “gift” under Article XVI, § 6. It has been held that “social welfare” expenditures are not illegal gifts under Article XVI, § 6. (See *City & County of San Francisco v. Collins* (1932) 216 Cal. 187, 193.)

The City Council determined that a public purpose is served through an expenditure from the General Fund to assist businesses impacted by the wastewater rate increases in order to prevent business failures, and the adverse secondary impacts to the City (e.g. blight, vacant buildings, loss of small town character, etc.) that might otherwise result without a subsidy program.¹

The City Council will recall that of the four members present at the special meeting, there was a split of opinion regarding whether a business should have to show some financial need in order to qualify for the program. In the May 22nd staff report, it was suggested that staff could review tax returns or other appropriate documentation submitted by a business in order to identify whether or not a business was profitable and thus qualified for the program. While direction on other elements of the program under discussion at the May 22nd special meeting were clear, the means by which a business must show or prove financial need was not agreed upon.

Given that an element of the underlying public purpose of this social welfare program is to alleviate the risk of business failure, it is imperative that the program contain an element of financial need in order to withstand scrutiny. A business with a solid history of a healthy income/revenue stream is less likely to be at risk of failure and in need of assistance than a business with a marginal income/revenue stream.

Since the May 22, 2017, special meeting staff reviewed sales tax information provided by Muniservices for the restaurants in St. Helena. This information allowed staff to determine gross receipts based on the sales tax collected and paid to the City of St. Helena. Staff used calendar years 2014, 2015, and 2016 as the basis to calculate the three-year annual gross receipt average for each restaurant. Table 1 provides an overview of the three-year average gross receipts. Gross receipts had a low of \$418,600 and a high of \$8,055,400 annually with an average of \$2,137,285 annually. The average removed the high and low amounts. While there are more restaurants in

¹ Many cases have addressed the question of whether an expenditure constitutes an illegal gift of public funds, in many different contexts. Under the rule that if the money is for a public purpose, the appropriation is not a gift even though private persons are benefited by the expenditure, the following cases have upheld expenditures against gift of public funds challenges: *County of San Diego v. Hammond*, 6 Cal.2d 709 [use of county funds to pay delinquent assessments on over-burdened property]; *City of Oakland v. Garrison*, 194 Cal. 298 [street improvements]; *Allied Architects' Ass'n v. Payne*, 192 Cal. 431 [erection of memorial hall for war veterans]; *Veterans' Welfare Board v. Riley*, 188 Cal. 607 [transportation, tuition and living expenses for education of veterans]; *Macmillan Co. v. Clarke*, 184 Cal. 491 [free school text books]; *Patrick v. Riley*, 209 Cal. 350 [payments for destruction of diseased cattle]; *Sacramento & San Joaquin Drainage Dist. v. Riley*, 199 Cal. 668 [flood control]; *City and County of San Francisco v. Collins*, 216 Cal. 187 [bond issue for relief of indigent sick and poor]; *Housing Authority of Los Angeles v. Dockweiler*, 14 Cal.2d 437 [slum clearance]; *Goodall v. Brite*, 11 Cal.App.2d 540 [free treatment in county hospital only for those unable to pay].

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St. Helena than are provided in Table 1; the City has four (4) restaurants which are owned by two (2) entities and two (2) restaurants that are currently not open for business. For the purpose of sales tax collection; the four (4) restaurants owned by two (2) entities report their sales tax under one entity name and it is not broken down by individual restaurant.

Table 1	Sales Tax Received				Gross Receipts			
Restaurant	2016	2015	2014		2016	2015	2014	3 year average 2014-2016
1	\$ 4,627	\$ 4,074	\$ 3,857		\$ 462,700	\$ 407,400	\$ 385,700	\$ 418,600
2	\$ 27,403	\$ 28,285	\$ 16,693		\$ 2,740,300	\$ 2,828,500	\$ 1,669,300	\$ 2,412,700
3	\$ 4,399	\$ 4,425	\$ 4,396		\$ 439,900	\$ 442,500	\$ 439,600	\$ 440,667
4	\$ 7,307	\$ 5,746	\$ 5,915		\$ 730,700	\$ 574,600	\$ 591,500	\$ 632,267
5	\$ 29,050	\$ 25,744	\$ 25,675		\$ 2,905,000	\$ 2,574,400	\$ 2,567,500	\$ 2,682,300
6	\$ 32,355	\$ 30,174	\$ 29,354		\$ 3,235,500	\$ 3,017,400	\$ 2,935,400	\$ 3,062,767
7	\$ 50,684	\$ 49,555	\$ 47,691		\$ 5,068,400	\$ 4,955,500	\$ 4,769,100	\$ 4,931,000
8	\$ 119,602	\$ 0	\$ 73,465		\$ 11,960,200	\$ 5	\$ 7,346,500	\$ 6,435,568
9	\$ 39,820	\$ 34,995	\$ 33,637		\$ 3,982,000	\$ 3,499,500	\$ 3,363,700	\$ 3,615,067
10	\$ 25,920	\$ 22,179	\$ 23,375		\$ 2,592,000	\$ 2,217,900	\$ 2,337,500	\$ 2,382,467
11	\$ 10,446	\$ 9,577	\$ 7,282		\$ 1,044,600	\$ 957,700	\$ 728,200	\$ 910,167
12	\$ 11,811	\$ 11,408	\$ 10,438		\$ 1,181,100	\$ 1,140,800	\$ 1,043,800	\$ 1,121,900
13	\$ 12,743	\$ 11,378	\$ 12,494		\$ 1,274,300	\$ 1,137,800	\$ 1,249,400	\$ 1,220,500
14	\$ 29,557	\$ 108,210	\$ 103,895		\$ 2,955,700	\$ 10,821,000	\$ 10,389,500	\$ 8,055,400
15	\$ 9,697	\$ 9,444	\$ 8,653		\$ 969,700	\$ 944,400	\$ 865,300	\$ 926,467
16	\$ 7,637	\$ 7,347	\$ 6,298		\$ 763,700	\$ 734,700	\$ 629,800	\$ 709,400
17	\$ 5,283	\$ 5,917	\$ 6,081		\$ 528,300	\$ 591,700	\$ 608,100	\$ 576,033

After conducting an analysis of the restaurants in St. Helena, staff is recommending that restaurants with less than \$1.5 million in gross receipts be eligible for this program. The financial rationale is those restaurants with smaller gross receipts have a smaller margin for handling fluctuations in operational costs.

City staff does not have a way of determining the gross receipts for the laundry facility located within the City of St. Helena.

Accordingly, staff is proposing the program contain the following elements:

Eligible Businesses

This program is available to all restaurant/food/beverage businesses and laundry/cleaning facilities which had a greater than 100% increase in their wastewater base fee prescribed by the rate increase adopted by City Council on November 29, 2016. Further, with respect to restaurant/food/beverage businesses, said businesses must have generated \$1.5 million or less in gross receipts per year based on a three-year average during calendar years 2014, 2015 and 2016. Since staff does not have a means to determine the gross receipts generated by a laundry facility and there is only one such business in St. Helena, staff is not recommending a similar financial component to determine eligibility for this business category.

Item No:Term of the Program

This program has a limited term and will only be valid until the conclusion of the Utility Rate Ad Hoc Committee, the presentation of the recommendations to the City Council, and the adoption of a new rate structure. If a new rate structure is not adopted, the businesses which applied for the hardship will be required to pay the entirety of the balance due. Please note that adoption of a new rate structure will likely require a new Proposition 218 ballot proceeding amongst property owners.

Program Components

The City of St. Helena is offering a *Modified Hardship Extension Agreement* to restaurant/food/beverage and laundry/cleaner businesses which experienced a greater than 100% increase in their wastewater base fee due to the adoption of the utility rates on November 29, 2016; further, restaurant/food/beverage businesses must have generated \$1.5 million or less in gross receipts per year based on a three-year average during calendar years 2014, 2015 and 2016 in order to be eligible. This program is intended to be a stop gap measure only in effect until additional rate analysis is completed by the Utility Rate Ad Hoc Committee and the City Council. The following are key components to this program:

1. The *Modified Hardship Extension Agreement* is only available for eligible businesses as defined above.
2. The *Modified Hardship Extension Agreement* applies only to the wastewater base rate.
3. The full amount of the utility billing will be reflected on the monthly bill; however, the customer is only required to pay the following:
 - a. Water Base and Water Use at the current rate structure adopted on November 29, 2016; and
 - b. Wastewater Use at the current rate structure adopted on November 29, 2016; and
 - c. Wastewater Base fee at the previous rate structure prior to the adoption of the new rates on November 29, 2016.
4. If new utility rates are adopted by the City Council in which a customer under the *Modified Hard Ship Extension Agreement* would be paying a lower base fee for wastewater than what was adopted on November 29, 2016; the customer will only be responsible for paying the difference between the amount paid and what the new rate reflects for wastewater base fees only.
 - a. This includes any amounts paid under the rate structure adopted on November 29, 2016 and in effect for the February 2017 billing cycle for wastewater base fees.
 - b. Any difference between the new rate and the rate approved on November 29, 2016 for wastewater base fees will be covered through a transfer from the General Fund to the wastewater fund as a subsidy.
 - c. If it is determined a customer has paid more than what the new rates require, a refund will be given to the customer in the form of a bill credit.
 - i. The difference between the new rate and the old rate will be transferred from the General Fund to the wastewater fund as a subsidy.

Item No:

5. If new rates are not adopted by City Council, customers under the *Modified Hard Ship Extension Agreement* will be responsible for paying the total amount due under the rates adopted on November 29, 2016.
6. All calculations for items #3 and #4 (above) will be done as a true-up once it is determined if new rates will be in effect.
7. No penalties or interest will accrue as long as the payment terms (amounts) agreed upon are met.
8. Failure to meet the terms of the agreement:
 - a. Could result in disconnection of the premises from the water system for nonpayment of water bills with proper notice as set forth in the California Public Utilities Code; if disconnection is made, additional fees will be charged for reconnection to the water.
 - b. Could cause an action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court.

Application Deadlines

Any business wishing to apply for this program must do so by June 30, 2017.

FISCAL IMPACT

City Council has placed a cap on this program at \$75,000 from the General Fund. However, it should be noted that the true financial impact will not be known until after the Utility Rate Ad Hoc Committee and the City Council have considered and acted upon any proposed revised wastewater rates.

RECOMMENDED ACTION

Adopt a Resolution approving Administrative Policy P-FI-0008 Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena.

ATTACHMENTS

Attachment 1 – City of St. Helena Administrative Policy P-FI-0008 Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena.

Attachment 2 – Resolution No. 2017-____ Adopting Administrative Policy P-FI-0008.

Attachment 2

	City of St. Helena Administrative Policy Finance	Policy Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena Page 1 of 3
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Title: Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena	Policy #	P-FI-0008
	Revision #	Release
	Implementation Date	2017-06-14
	Last Update Date	2017-06-13
Approval by City Manager	<wet signature>	Date Approved

I. Purpose, Overview and Scope of this Policy

In November 2016, City Council affirmed a new water and wastewater rate structure in accordance with Proposition 218. These rates became effective in the February 2017 billing cycle and the increase to the wastewater component of the new rates has created concern of their impact on the continued financial viability of a segment of the business community.

On March 14, 2017, via resolution 2017-31, the City Council formed an Ad Hoc Committee to review the rates set by Resolution 2016-162.

Under City Council direction, this policy is established to provide a temporary subsidy to restaurant/food/beverage businesses and laundry facilities located in St. Helena to assist with their wastewater utility bills until the current rate study is evaluated by the Ad Hoc Committee formed via Resolution 2017-31 and any recommendations are adopted by City Council.

This program has a limited term and will only be valid until the conclusion of the Utility Rate Ad Hoc Committee, the presentation of the recommendations to the City Council, and the adoption of a new rate structure. If a new rate structure is not adopted, the businesses which applied for the hardship will be required to pay the entirety of the balance due. Please note that adoption of a new rate structure will likely require a new Proposition 218 ballot proceeding amongst property owners.

II. Authority

The City Council has authority to update this policy.

III. Policy**A. Term of the Program**

P-FI-0008

Attachment 2

	City of St. Helena Administrative Policy Finance	Policy Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena Page 2 of 3
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1. This program has a limited term and will only be valid until the conclusion of the Utility Rate Ad Hoc Committee, the presentation of the recommendations to the City Council, and the adoption of a new rate structure. If a new rate structure is not adopted, the businesses which applied for the hardship will be required to pay the entirety of the balance due. Please note that adoption of a new rate structure will likely require a new Proposition 218 ballot proceeding amongst property owners.

B. Eligible Businesses

1. This program is available to all restaurant/food/beverage businesses and laundry/cleaning facilities which had a greater than 100% increase in their wastewater base fee prescribed by the rate increase adopted by City Council on November 29, 2016.
2. Further, with respect to restaurant/food/beverage businesses, said businesses must have generated \$1.5 million or less in gross receipts per year based on a three-year average during calendar years 2014, 2015 and 2016.

C. Program Components

The City of St. Helena is offering a *Modified Hardship Extension Agreement* to restaurant/food/beverage and laundry/cleaner businesses which experienced a greater than 100% increase in their wastewater base fee due to the adoption of the utility rates on November 29, 2016; further, restaurant/food/beverage businesses must have generated \$1.5 million or less in gross receipts per year based on a three-year average during calendar years 2014, 2015 and 2016 in order to be eligible. This program is intended to be a stop gap measure only in effect until additional rate analysis is completed by the Utility Rate Ad Hoc Committee and the City Council. The following are key components to this program:

1. All participants must complete a *Modified Hardship Extension Agreement* (Exhibit 1).
2. The *Modified Hardship Extension Agreement* is only available for eligible businesses as defined in Section B.
3. The *Modified Hardship Extension Agreement* applies only to the wastewater base rate.
4. Any business wishing to apply for this program must do so by June 30, 2017.
5. The full amount of the utility billing will be reflected on the monthly bill; however, the customer is only required to pay the following:
 - a. Water Base and Water Use at the current rate structure adopted on November 29, 2016; and
 - b. Wastewater Use at the current rate structure adopted on November 29, 2016; and

P-FI-0008

	City of St. Helena Administrative Policy Finance	Attachment 2 Policy Subsidy Program to Assist Eligible Businesses (Restaurants/Laundry) With Wastewater Bills in the City of St. Helena
		Page 3 of 3

- c. Wastewater Base fee at the previous rate structure prior to the adoption of the new rates on November 29, 2016.
6. If new utility rates are adopted by the City Council in which a customer under the *Modified Hard Ship Extension Agreement* would be paying a lower base fee for wastewater than what was adopted on November 29, 2016; the customer will only be responsible for paying the difference between the amount paid and the new rate for wastewater base fees based on the effective date of the new rates.
 - a. This includes any amounts paid under the rate structure adopted on November 29, 2016 and in effect for the February 2017 billing cycle.
 - b. Any difference between the new rate and the rate approved on November 29, 2016 will be covered through a transfer from the General Fund to the wastewater fund as a subsidy.
 - c. If it is determined a customer has paid more than what the new rates require, a refund will be given to the customer in the form of a bill credit.
7. If new rates are adopted by City Council, customers under the *Modified Hard Ship Extension Agreement* will be responsible for paying the total amount due under the rates adopted on November 29, 2016.
8. All final calculations will be done as a true-up after City Council has made a determination on utility rates. Customers under this Agreement will be notified via email and in writing the final balance owed to the City, if any.
9. No penalties or interests will accrue as long as the payment terms (amounts) agreed upon are met.
10. Failure to meet the terms of the agreement:
 - a. Could result in disconnection of the premises from the water system for nonpayment of water bills with proper notice as set forth in the California Public Utilities Code; if disconnection is made, additional fees will be charged for reconnection to the water.
 - b. Could cause an action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court.

IV. Definitions

V. Attachments

Exhibit 1 – *Modified Hardship Extension Agreement*

P-FI-0008

Exhibit 1



Modified Hardship Extension Agreement

Attachment 2

DATE SUBMITTED: _____
APPROVED ☐ REJECTED ☐
APPROVED BY: _____
DATE: _____

PROPERTY INFORMATION			
Date	UB Account Number	Current Balance Due \$	
Name on Account	Phone Number	Emergency Number	
Mailing Address	City	State	Zip Code
Service Address			
Email Address			
Type of Business ☐ Restaurant ☐ Laundry			
PLEASE SIGN THE FOLLOWING STATEMENTS AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT			
- This Agreement is only available for eligible businesses as defined in Administrative Policy P-FI-0008. - This Agreement applies only to the wastewater (sewer) base rate. - Any business wishing to apply for this program must do so by June 30, 2017. - This Agreement is for a limited term as defined in Administrative Policy P-FI-0008. - The full amount of the utility bill will be reflected on the monthly bill; however, customers under this Agreement are only required to pay the following per month: - Water Base and Water Use at the current rate structure adopted on November 29, 2016; and - Sewer Use at the current rate structure adopted on November 29, 2016; and - Sewer Base fee at the previous rate structure prior to the adoption of the new rates on November 29, 2016. - Monthly City staff will provide an updated Payment Schedule to be paid per the parameters in Item 5. This schedule will be emailed to the customer by the 16th of each month. If the 16th falls on a weekend, the update will be received on the next business day. - If new utility rates are adopted by the City Council in which a customer under this Agreement will be paying a lower base fee for wastewater (sewer) than what was adopted on November 29, 2016; the customer will only be responsible for paying the difference between the amount paid and the amount of the newly adopted rate for sewer base fees. This will be based on the effective date of the new rates. - This includes any amounts paid under the rate structure adopted on November 29, 2016 from the effective date of February 2017. - If it is determined a customer has paid more than what the new rates require, a refund will be given to the customer who has completed this Agreement. - If new rates are adopted by City Council that are higher than the rates adopted on November 29, 2016 or if new rates are not adopted, customers under this Agreement will be responsible for paying the total amount due under the rates adopted on November 29, 2016. - Final billing calculations will be done as a true-up after City Council has made a determination on utility rates. Customers under this Agreement will be notified via email and in writing the final balance owed to the City, if any. - No penalties or interest will accrue as long as the payment terms defined above are met. - Failure to meet the terms of the agreement: - Could result in disconnection of the premises from the water system for nonpayment of water bills with proper notice as set forth in the California Public Utilities Code; if disconnection is made, additional fees will be charged for reconnection of the water. - Could cause an action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court. Reconnection Fee. Whenever any premises have been disconnected from the system, such premises shall not be reconnected to the system until all delinquent charges, penalties and interest have been paid, together with a reconnection charge as may be set by resolution of the City Council.			
_____ Signature		_____ Print Name	
		_____ Date	

Updated 6/5/17

Updated

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**APPROVING ADMINISTRATIVE POLICY P-FI-0008 PROVIDING A LIMITED-TERM
SUBSIDY NOT TO EXCEED \$75,000 TO ASSIST BUSINESSES IN PAYING THEIR
WATER/WASTEWATER BILLS IN THE CITY OF ST HELENA**

RECITALS

- A. The City Council of the City of St. Helena desires to implement a limited-term program to provide assistance to restaurants and laundry facilities within the City of St. Helena in paying their water/wastewater utility bills; and
- B. City Council has made the determination this expenditure does provide a public purpose; and
- C. The public purpose is served by preventing business failures and the adverse secondary impacts to the City that might result without the assistance of the City; and
- D. City Council desires to adopt a Policy for providing a limited-term subsidy not to exceed \$75,000 to assist certain business segments.

RESOLUTION

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

- 1. Administrative Policy P-FI-0008 – Subsidy to Assist Businesses in Paying their Water and Wastewater Bills in the City of St. Helena is hereby approved by the City Council.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on June 13, 2017 by the following roll call vote:

Mayor Galbraith:

Vice Mayor White:

Councilmember Koberstein:

Councilmember Dohring:

Councilmember Ellsworth:

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval adopting two resolutions for the Wastewater Treatment and Reclamation Plant Upgrades Phase I, Capital Improvements Project S-52:

a. Proposed resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with GHD in the amount of \$76,130, contract not to exceed \$363,494, for the Wastewater Treatment and Reclamation Plant Improvement Feasibility Study; and

b. Proposed resolution authorizing the City Manager to execute the Professional Services Agreement with Larry Walker and Associates in the amount of \$610,276 for Groundwater Quality Monitoring and Reporting at the Wastewater Treatment and Reclamation Plant

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By:

A handwritten signature in blue ink, reading "Erica Ahmann Smithies".

Erica Ahmann Smithies, PW Director and
City Engineer

Reviewed By:

Approved By:

A handwritten signature in blue ink, reading "Larry F. Pennell".

Larry F. Pennell, Interim City Manager

BACKGROUND

On May 24, 2016, City Council authorized Resolution No. 2016-63 for the City Manager to Execute a Professional Services Agreement with GHD for the Wastewater Treatment

and Reclamation Plant Improvements Feasibility Study as part of the Wastewater Treatment and Reclamation Plant Upgrade Phase I Capital Improvement Project S-52 in the amount of \$292,108.00. The Feasibility Study was the first task identified in the Regional Water Quality Control Board (RWQCB) Cease and Desist Order (CDO) No. R2-2016-0004 (**Attachment 1**) which requires interim effluent limits and a time schedule for the City to modify the City's Wastewater Treatment and Reclamation Plant to meet the National Pollution Discharge Elimination Service (NPDES) Permit requirements. The Feasibility Study was to analyze various options to meet the NPDES permit effluent limits and all of the options described in the March 2015 Wastewater Facilities Evaluation Update to achieve compliance. For each option considered, evaluate (i) the anticipated effectiveness and reliability of the treatment, (ii) the amount of time it will take to implement, (iii) the ability to produce recycled water (recycled water uses to be considered shall include those that offset local potable water use or provide environmental enhancement, including but not limited to turf and vineyard irrigation) or the additional efforts required to produce such recycled water, and (iv) the costs.

In addition to the Feasibility Study, the State sent the City a Notice of Violation letter on November 7, 2016 (**Attachment 2**) requiring an updated Report of Waste Discharge (ROWD) for the Land Application of Treated Wastewater as well as addressing comments from the August draft submittal of the Feasibility Study. On February 14, 2017 (**Attachment 3**), City Council authorized Resolution No. 2017-15 for the City Manager to Execute a Professional Services Agreement with Larry Walker and Associates in the amount of \$35,100 to prepare a permit application and provide regulatory support to the Wastewater Treatment and Reclamation Facility Permit for Land Application of Treated Discharge. It is important to note that the timing of the ROWD was partially driven by a complaint filed by adjacent property owners based on a report by their consultant, Dellavalle Laboratory, Inc. The Dellavalle report asserts, among other things, that the land application of treated wastewater at the City property is contributing to increased groundwater elevation and nutrient concentrations.

The original timeline was to have the Feasibility Study and the ROWD submitted on March 1, 2017, but the RWQCB extended the submittal date to May 1, 2017 to allow for additional studies to be completed as part of the comments provided in the November 7, 2016 letter. The City completed and submitted both documents to the RWQCB on May 1, 2017. However, with the extensive rains this year, City staff alerted to the State in February that meaningful groundwater studies would not happen in time of the May 1, 2017 deadline.

The RWQCB reviewed and commented on the Draft Feasibility Study and the ROWD with a Notice of Violation letter dated May 25, 2017 (**Attachment 4**). The Notice of Violation states that the City of St. Helena is in violation of California Water Code section 13267 because it failed to provide the information required in the State's November 7, 2016 letter. The letter goes on to state that the City is also in violation of Cease and Desist Order No. R2-2016-0004 (CDO) because it did not provide an adequate Feasibility Study as the CDO requires.

On June 2, 2017, the City responded to the State (**Attachment 5**) outlining the schedule and the work to be completed by GHD and Larry Walker and Associates to address the additional groundwater studies needed for the Feasibility Study and the ROWD.

DISCUSSION

City staff worked with GHD and Larry Walker and Associates to come up with a response letter to the State's most recent Notice of Violation as well as two separate scope of works to address the comments and direction that the State has given. While GHD's proposal in the amount of \$76,130 is within reason of their original professional services agreement, the groundwater monitoring work as directed by the State and proposed by Larry Walker and Associates seems excessive with the total not to exceed amount of \$610,276. The groundwater monitoring seems even more excessive when comparing it to the final design costs for the entire Phase I Plant Upgrades Project which is estimated to be around \$600,000. The reason is that the State has directed monitoring wells every 200 foot along the southern border of the spray fields which is excessive and results in an extremely high cost to the City. Therefore, City staff has requested that the RWQCB provide a basis and standard for the requested well spacing in order to negotiate a reduced number of wells and develop a more reasonable and cost effective plan which in turn would bring down the actual amount of Larry Walker and Associates agreement. The work proposed below has been mandated by the State and must be completed in order to keep the City on schedule with the CDO and to avoid potential fines.

GHD

GHD has provided a scope of work to complete the additional comments from the Regional Water Quality Control Board (RWQCB) and to provide necessary information to Larry Walker and Associates for the Report of Waste Discharge (ROWD.) Additional pre-design work is necessary to determine an estimate of nitrogen levels that can be expected through the proposed trickling filter process. The pre-design work will also be needed by Larry Walker and Associates in completing the Groundwater Investigation and Report of Waste Discharge and for projecting the fate of potential nutrients in the groundwater as required by the RWQCB and as outlined in the letter dated 5/25/2017.

As detailed in the scope of work provided by GHD (**Attachment 6**), the City will complete initial pre-design work related to the trickling filter that will be used to refine the proposed process and to conduct initial field work in the irrigation field to estimate percolation rates for sizing of a surface disposal field. The City authorized GHD to collect wastewater samples for water quality analysis at the Wastewater Treatment and Reclamation Plant (WWTRP) in May 2017. Sampling was conducted over a two week period and lab analysis should be received in the near future. Once the data is received, GHD will complete some initial pre-design work that will refine the treatment approach for reduction of ammonia per permit requirements and also control of nitrate. This will include initial pre-design work related to the recycling requirements for the Pond Enhancement and Treatment Operation (PETRO) process and make an initial estimate of the effluent quality that will be discharged to the fields during winter disposal.

The objective of the infiltration evaluation is to investigate, evaluate, and understand the soil, groundwater, and infiltration properties of the existing irrigation field to provide an estimate of initial infiltration for planning purposes. Determining the infiltration rate is planned for two phases. In the first phase, percolation testing and grain size analysis will be performed across the entire project site. Once the specific infiltration area is determined after initial sizing, double ring infiltrometer testing will be performed across that area at the appropriate elevation. This scope of work includes scope and costs for the first phase of testing and initial infiltration determination. Final infiltrometer testing will be conducted in the winter of 2018 and will be included in a separate scope of work.

Following final approval of the Final Feasibility Study and Report of Waste Discharge and based on final requirements by the RWQCB, GHD will develop a scope and fee to complete the design of the proposed modifications to the WWTRP Phase I Upgrade Project.

Larry Walker and Associates

As detailed in the scope of work provided by Larry Walker Associates (**Attachment 7**), they will install a groundwater monitoring network, provide groundwater monitoring, and complete a preliminary groundwater modeling analysis. The groundwater movement and fate will be assessed using a numerical simulation model that will be capable of estimating the direction, speed, and volumetric flow of groundwater beneath and downgradient of the land application area. Additionally, the impact of wastewater discharges on groundwater flow and level will be characterized. The results of the groundwater modeling work will be used in determining potential impacts of the wastewater discharges on the groundwater and to minimize the impacts through developing and implementing short-term strategies.

City staff continues to require expert assistance in order to complete the ROWD, comply with the most recent May 25, 2017 State letter, and review the adjacent property owners complaint. City staff solicited a new proposal from Larry Walker and Associates to complete the additional work because the City currently contracts with the firm to support the City with consulting and engineering services for the City's Discharge Permit, monthly self-monitoring reports, and SSMP's. Additionally, Larry Walker and Associates provides critical historical knowledge of the City's system and operations.

Pursuant to St Helena Municipal Code Sections 3.04.320-340, professional services shall be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Based on prior work that Larry Walker and Associates has provided for the City and their unique skills and knowledge of the City's WWTRP, City staff believes that Larry Walker and Associates has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required and described in the scope of work provided, and recommends that a professional services agreement with Larry Walker and Associates be procured through negotiated contract. In addition, due to the timing of the work and sensitivity of the Regional Board to the CDO

and ROWD, City staff believes that it is in the best interest of the City to have one consultant providing all regulatory compliance services for the WWTRP at this time.

FISCAL IMPACT

The fiscal impact to the City of St. Helena will be an additional \$76,130 for a total agreement amount with GHD not exceed \$363,494. In addition, the Larry Walker and Associates Professional Services Agreement will be for a not to exceed amount of \$610,276.

The Feasibility Study and ROWD funds have been and will be paid through the Wastewater Treatment and Reclamation Plant Upgrade Phase I, Capital Improvement Project S-52, account number 773-5059-2130. The Regional Board requirements to submit the additional information was unexpected and not budgeted for this Fiscal Year. However, work will not commence until 2017/2018 when the CIP Budget is anticipated to be adopted by City Council on July 11, 2017. The need to authorize the agreements now is to get the agreements executed and schedule the well drillers in order to stay on time with the CDO. In addition, City staff is working on pre-applications for USDA and State Revolving Fund loans in order to have funding in place for anticipated construction in Spring 2018.

RECOMMENDED ACTION

Adopt attached the following resolutions:

1. Authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with GHD in the amount of \$76,130 for the Wastewater Treatment and Reclamation Plant Improvement Feasibility Study.
2. Authorizing the City Manager to execute the Professional Services Agreement with Larry Walker and Associates for the Groundwater Quality Monitoring and Reporting at the Wastewater Treatment and Reclamation Plant.

ATTACHMENTS

[Attch 1 2016 Cease and Desist Order](#)
[Attch 2 Nov 2016 Notice of Violation](#)
[Attch 3 2017.02.14 Agenda Report](#)
[Attch 4 Notice of Violation \(WWTRP FS\)](#)
[Attch 5 City Response to Notice](#)
[Attch 6 GHD - First Amendment](#)
[Attch 7 Larry Walker - PSA](#)
[Attch 8 GHD Resolution](#)
[Attch 9 Larry Walker Resolution](#)

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

CEASE AND DESIST ORDER No. R2-2016-0004

**CITY OF ST. HELENA
WASTEWATER TREATMENT AND RECLAMATION PLANT
ST. HELENA, NAPA COUNTY**

WHEREAS the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), finds the following:

1. The City of St. Helena (Discharger) owns and operates the City of St. Helena Wastewater Treatment and Reclamation Plant (Plant), located at 1 Chaix/Thomann Lane, St. Helena. The Plant provides secondary treatment for domestic and commercial wastewater from the City of St. Helena. The Plant has an average dry weather treatment capacity of 0.5 million gallons per day (MGD) and can treat up to 2.8 MGD during wet weather. Plant treatment processes include a comminuter (solids grinder), a series of treatment ponds, chlorine disinfection, and dechlorination (by natural decomposition or ascorbic acid addition).
2. During dry weather conditions, the Plant discharges to spray irrigation fields in accordance with waste discharge requirements (Order No. 87-090). During wet weather, when the irrigation fields are saturated and discharge is necessary, the Plant discharges to the Napa River in accordance with NPDES permit No. CA0038016 (Order No. R2-2016-0003) (hereinafter, the 2016 Permit).
3. Basin Plan Table 4-1, Discharge Prohibition 1, prohibits discharges to non-tidal waters. The Napa River is non-tidal in the vicinity of St. Helena. Basin Plan section 4.2 provides for exceptions to Basin Plan Discharge Prohibition 1 under certain circumstances, including when an inordinate burden would be placed on a discharger relative to the beneficial uses protected, and an equivalent level of environmental protection can be achieved by alternate means. In reissuing the 2016 Permit, the Regional Water Board found that requiring the Discharger to build an outfall to tidal waters (over 40 miles away) or to not discharge under any circumstances, including wet weather, would impose an undue burden. In granting the exception to the discharge prohibition, the Regional Water Board determined that the Discharger must provide equivalent protection when discharging to the Napa River by ensuring that treated effluent meets the limits in Table 1 below. Therefore, the 2016 Permit imposed new, more stringent biochemical oxygen demand (BOD) and total suspended solids (TSS) effluent limits reflective of levels that can be met by implementing advanced secondary treatment:

Table 1: 2016 Permit BOD and TSS Effluent Limits

	Weekly Average	Monthly Average
BOD	25	15
TSS	20	15

Abbreviations:

BOD = biochemical oxygen demand
TSS = total dissolved solids

4. The Plant is currently designed to provide only secondary treatment, not advanced secondary treatment. Plant effluent monitoring data from January 2010 through August 2015 show many instances when the Discharger would not immediately comply with the 2016 Permit's new BOD and TSS effluent limits. Of 66 monthly results, 40 exceed the new monthly BOD limit and 58 exceed the new monthly TSS limit. Because samples were collected roughly weekly, individual results can be compared to the weekly average effluent limits. Of 162 results, 47 exceed the new weekly BOD limit and 95 exceed the new weekly TSS limits.
5. The Plant currently relies on a series of treatment ponds that use aerobic and anaerobic bacteria to reduce organic matter concentrations. To meet the 2016 Permit's new BOD and TSS effluent limits, the Discharger will likely need to incorporate filtration or another process into its treatment system. Such a process could offer an added benefit if the effluent met requirements for unrestricted recycled water use. In its May 2006 "Plant Upgrade and Water Recycling Design Memorandum," the Discharger identified about 65 acres of turf and 4,700 acres of vineyard area that could potentially be irrigated with recycled water. Of these 4,700 acres of vineyard area, 1,148 acres are within City of St. Helena limits.
6. In its March 2015 *Wastewater Facilities Evaluation Update* (Bennett Engineering Services), the Discharger described several potential modifications it could make to improve Plant performance. While the report did not analyze the feasibility of the various options to achieve advanced secondary treatment, it provided three recommendations: (1) construct solids management systems outside the treatment train to manage solids accumulation (in Pond 1) within design recommendations, (2) automate disinfection and dechlorination during river discharges, and (3) construct a rock filter system between Pond 3 and the disinfection facility to improve removal of TSS from algae growth in the ponds. If implemented, the construction of a rock filter system could facilitate compliance with the 2016 Permit's effluent limits.
7. Water Code section 13301 authorizes the Regional Water Board to issue a cease and desist order when it finds that a waste discharge is taking place, or threatening to take place, in violation of requirements or discharge prohibitions prescribed by the Regional Water Board.
8. Because the Discharger will violate or threatens to violate the effluent limits in the 2016 Permit shown in Table 1, this Cease and Desist Order is necessary to ensure that the Discharger achieves compliance. This Order establishes interim requirements and a time schedule for the Discharger to complete necessary actions to address its imminent and threatened violations.
9. Pursuant to Water Code section 13385(j)(3), mandatory minimum penalties required by Water Code sections 13385(h) and (i) do not apply when a discharger complies with a cease and desist order issued pursuant to Water Code section 13301 if the following conditions are met:
 - a. The cease and desist order specifies actions the discharger must take to correct the violations that would otherwise be subject to mandatory minimum penalties;
 - b. The discharger is unable to consistently comply with effluent limits because the effluent limits are new, more stringent, or modified regulatory requirements; new or modified

control measures are necessary to comply with the effluent limits; and the new or modified control measures cannot be designed, installed, and put into operation within 30 calendar days;

- c. The Regional Water Board establishes a time schedule of no more than five years for bringing the discharge into compliance. The time schedule must be as short as possible, taking into account the technological, operational, and economic factors that affect the design, development, and implementation of the control measures necessary to comply with the effluent limits. If the time schedule exceeds one year, it must include interim requirements and the dates for their achievement. The interim requirements must include effluent limits for the pollutants of concern and actions and milestones leading to compliance with the limits; and
- d. The discharger has prepared and is implementing in a timely and proper manner a pollution prevention plan pursuant to Water Code section 13263.3.

10. Based on Water Code section 13385(j)(3), mandatory minimum penalties required by Water Code sections 13385(h) and (i) do not apply for the following reasons:

- a. This Cease and Desist Order (Provisions 1 and 2 below) specifies actions the Discharger must take to correct the violations that would otherwise be subject to mandatory minimum penalties.
- b. As explained in Finding 4, above, the Discharger is unable to consistently comply with the new, more stringent effluent limits in the 2016 Permit. Moreover, any control measures necessary to comply with the effluent limits (described in Findings 5 and 6, above) cannot be designed, installed, and put into operation within 30 calendar days.
- c. This Cease and Desist Order (Provision 2, below) establishes a time schedule of no more than five years for bringing the discharge into compliance. The time schedule is as short as possible because it is the minimum amount of time necessary for the Discharger to modify or rebuild its treatment plant to comply with its effluent limits. As specified in Table 2, the Discharger must evaluate its potential alternatives, and then fund, design, and construct the selected alternative. These tasks are likely to take the allotted time specified in the schedule.

Although the time schedule exceeds one year, this Cease and Desist Order (Provisions 1 and 2, below) imposes interim requirements that include interim BOD and TSS effluent limits and actions and milestones leading to compliance with the limits.

- d. The Discharger has prepared and is implementing a pollution prevention plan pursuant to permit requirements. The Discharger's pollution prevention plan meets the substantive requirements of Water Code section 13263.3. The pollution prevention plan aims to reduce influent concentrations of all pollutants of concern.

11. The interim effluent limits in Table 2 are based on the NPDES permit effluent limits in place prior to adoption of the 2016 Permit (i.e., those in Order No. R2-2010-0105). They are

intended to ensure that the Discharger maintains at least its existing performance while completing all tasks the time schedule requires.

12. This Cease and Desist Order is an enforcement action and, as such, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with Title 14 of the California Code of Regulations, section 15321.
13. The Regional Water Board notified the Discharger and other interested parties of its intent to consider adoption of this Cease and Desist Order and provided an opportunity to submit written comments and appear at a public hearing. The Regional Water Board, in a public hearing, heard and considered all comments.

IT IS HEREBY ORDERED, in accordance with Water Code section 13301, that the Discharger shall cease and desist from discharging and threatening to discharge wastes in violation of its NPDES permit by complying with the following provisions:

1. **Interim Effluent Limitations.** The Discharger shall comply with the following interim effluent limits:

Table 2: Interim BOD and TSS Effluent Limits

	Weekly Average (mg/L)	Monthly Average (mg/L)
BOD	45	30
TSS	45	30

Unit:

mg/L = milligrams per liter

Abbreviations:

BOD = biochemical oxygen demand

TSS = total dissolved solids

2. **Tasks and Time Schedule.** The Discharger shall complete the actions listed in Table 3 in accordance with the time schedule provided therein. The Discharger shall implement all actions set forth for each deliverable. Upon a written request from the Discharger, with justification, the Executive Officer may modify the deadlines for tasks 2.e through 2.g to account for delays beyond the reasonable control of the Discharger, such as permitting delays by other agencies.

Table 3: Tasks and Time Schedule

Task	Deadline
a. Submit a Draft Feasibility Study that analyzes various options to meet the NPDES permit effluent limits in Table 1. The study shall analyze all of the options described in the March 2015 <i>Wastewater Facilities Evaluation Update</i> and include other options that would achieve compliance. For each option considered, evaluate (i) the anticipated effectiveness and reliability of the treatment, (ii) the amount of time it will take to implement, (iii) the ability to produce recycled water (recycled water uses to be considered shall include those that offset local potable water use or provide environmental enhancement, including but not limited to turf and vineyard irrigation) or the additional efforts required to produce such recycled water, and (iv) the costs.	September 1, 2016
b. Submit a Final Feasibility Study that addresses any Executive Officer comments on the Draft Feasibility Study and identifies a preferred option.	December 1, 2016

Task	Deadline
c. Submit a Draft Workplan for implementation of the preferred option identified in task 2.b and a schedule for implementation. Include a plan and schedule for funding the project.	June 1, 2017
d. Submit a Final Workplan that addresses any Executive Officer comments on the Draft Workplan required by task 2.c.	September 1, 2017
e. Submit notification documenting the beginning of implementation of the Final Workplan.	March 1, 2019
f. Submit documentation of the completion of Final Workplan implementation and begin operation of the new or modified treatment system.	September 1, 2020
g. Submit a report evaluating the effectiveness of the new or modified treatment system and whether it is likely to meet the requirements of the NPDES permit. If the system appears unlikely to meet the requirements of the NPDES permit, identify and implement measures to ensure compliance.	December 1, 2020
h. Achieve full compliance with the 2016 Permit effluent limits listed in Table 1 of this Cease and Desist Order.	February 28, 2021

3. **Consequences of Non-Compliance.** If the Discharger fails to comply with the provisions of this Cease and Desist Order, the Executive Officer is hereby authorized to request the Attorney General to take appropriate actions against the Discharger in accordance with Water Code sections 13331 and 13350. Such actions may include judicial injunctive and civil remedies and/or administrative civil liabilities.
4. **Force Majeure.**¹ If the Discharger is delayed, interrupted, or prevented from meeting the provisions and time schedules of this Cease and Desist Order due to a force majeure, the Discharger shall notify the Executive Officer in writing within ten days of the date the Discharger first knows of the force majeure. The Discharger shall demonstrate that timely compliance with the Cease and Desist Order or any affected deadlines will be actually and necessarily delayed, and that it has taken measures to avoid or mitigate the delay by exercising all reasonable precautions and efforts, whether before or after the occurrence of the force majeure.
5. **Mandatory Minimum Penalties.** Violations of the NPDES permit effluent limits listed in Table 1 shall not be subject to the mandatory minimum penalties required by Water Code sections 13385(h) and (i) as long as the Discharger complies with this Cease and Desist Order in its entirety. If the Discharger fails to comply with this Cease and Desist Order in any way, including but not limited to any interim effluent limit in Table 2 or any requirement of Table 3, the Discharger shall be subject to mandatory minimum penalties for all NPDES permit violations for the entire calendar month during which the Cease and Desist Order non-compliance occurs. If the Discharger returns to compliance, violations of the NPDES permit

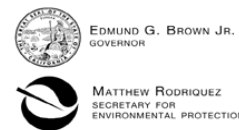
¹ A “force majeure” is an event that could not have been anticipated by and is beyond the control of the Discharger, such as an act of God; earthquake, flood, or other natural disaster; civil disturbance or strike; fire or explosion; declared war within the United States; embargo; or other event of similar import and character. “Force majeure” does not include delays caused by funding, contractor performance, equipment delivery and quality, weather, permitting, other construction-related issues, CEQA challenges, initiative litigation, adverse legislation, or legal matters (with the exception of an injunction issued by a court of law specifically preventing construction from occurring).

effluent limits in Table 1 shall again not be subject to mandatory minimum penalties as of the first day of the month following the return to full compliance.

6. **Effective Date.** This Cease and Desist Order shall become effective on the effective date of the 2016 Permit.

I, Bruce H. Wolfe, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of a Cease and Desist Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on January 13, 2016.

Bruce H. Wolfe
Executive Officer



San Francisco Bay Regional Water Quality Control Board

November 7, 2016
File Nos. CW-258384 and CW-258386¹

City of St. Helena
Attn.: Steven Palmer, spalmer@cityofstheleena.org
1480 Main Street
St. Helena, CA 94574

Subject: St. Helena Wastewater Treatment and Reclamation Plant – (1) Notice of Violation (2) Comments on the Draft Feasibility Study for Wastewater Treatment Plant Improvements, and (3) Requirement for Report of Waste Discharge for Land Application of Treated Wastewater

Dear Mr. Palmer:

This letter provides notice that the City of St. Helena (City) is in violation of its Water Reclamation Requirements (Order No. 87-090) (WRR). It requires the City to submit an updated Report of Waste Discharge (ROWD) to the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) for the City's discharges of treated wastewater to land, and also provides comments on the City's August 2016 *Draft Feasibility Study for Wastewater Treatment Plant Improvements* (Draft Feasibility Study), required by Cease and Desist Order No. R2-2016-0004 (CDO).

The City has violated the WRR by applying reclaimed wastewater to its land application area at greater than agronomic rates, and by not notifying the Regional Water Board of these violations and not submitting a proposed corrective action plan, as required by the WRR Self-Monitoring Program (section V.2.a). This may have resulted in adverse water quality impacts, including elevated groundwater nutrient concentrations and elevated groundwater levels. This letter's requirement that the City submit an updated ROWD is intended to set forth a process by which the City will provide information to clarify its current practices and revise those practices as necessary, including practices to correct violations. The ROWD shall identify discharge management practices consistent with appropriate protection of groundwater and provide the information necessary to update the WRR.

The Draft Feasibility Study screens various options the City considered to improve its treatment plant and evaluates two in detail. The CDO requires the City to submit a Final Feasibility Study addressing the Water Board's comments on the Draft Feasibility Study by December 1, 2016. This letter provides the comments to be addressed. The Regional Water Board plans to draft a new discharge permit that

¹ Case information is stored electronically in the Water Board's California Integrated Water Quality System database, and its Electronic Content Management electronic files.

City of St. Helena

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November 7, 2016

will cover both land discharges and discharges to the Napa River. The information requested in this letter will facilitate this effort.

Background

The City's wastewater treatment plant treats about 500,000 gallons per day of domestic wastewater by flow through a series of facultative and aerobic treatment ponds designed and constructed as an Advanced Integrated Pond System (AIPS ponds). Treatment by the AIPS ponds is followed by disinfection with chlorine and dechlorination with ascorbic acid or by natural decomposition. During dry weather, the City's WRR allows the discharge of treated wastewater to land by sprinkler discharges within an 88-acre land application area adjacent to the treatment plant. During the wet weather season, when influent flows exceed the capacity of the treatment plant storage and land application discharge systems, and ambient river flow affords adequate dilution, the City's NPDES permit (currently Water Board Order No. R2-2016-0003) allows treated wastewater to be discharged to the Napa River.

From December 2010 through March 2015, there were 24 NPDES permit effluent limit violations for total coliform, copper, cyanide, and residual chlorine, and 27 WRR effluent limit violations for biochemical oxygen demand (BOD). These violations are listed in Table F-4 of the NPDES permit. The permit contains stricter BOD and total suspended solids (TSS) limits for Napa River discharges than in the past. The existing treatment plant cannot meet the stricter limits, even under optimal conditions. Therefore, the CDO requires the City to upgrade its treatment plant to provide more effective and reliable treatment to meet the stricter BOD and TSS limits.

While the CDO addresses concerns related to river discharges, it does not directly address concerns related to potential adverse impacts to groundwater resulting from land application practices, such as discharges in excess of hydraulic capacity, discharges while soils are saturated, discharges to only a limited portion of the entire land application area, and discharges without a vegetative crop. Of particular concern is the potential for excessive nitrogen loading to groundwater from these types of practices. The Regional Water Board intends to address these concerns by issuing revised discharge requirements that reflect the City's implementation of improved treatment and discharge management practices to ensure appropriate groundwater quality protection.

Comments on Draft Feasibility Study

The Draft Feasibility Study analyzes and screens thirteen options described in the City's March 2015 *Wastewater Facilities Evaluation Update* based on feasibility to meet BOD and TSS effluent limits. The two options that the Study considered in detail were to construct either: (1) a trickling filter or (2) a treatment wetland between the existing AIPS ponds and the disinfection units. Both options assume that current solids management practices will continue and no upgrades to the disinfection system will be necessary. The City chose the trickling filter as the preferred option based primarily on cost and ease of operation.

CDO Table 3, Task b, requires the City to submit a Final Feasibility Study that addresses any Executive Officer comments on the Draft Feasibility Study and identifies a preferred option. Thus, the Final Feasibility Study must address the following comments:

1. **Analyze current solids management practices, any changes needed, and solids management practices needed for each treatment option studied.** The current treatment system is unusual because it has no clarifiers to remove solids. Solids are ground at the

headworks and heavy solids settle out in the first two AIPS ponds (Ponds 1A and 1B). This contrasts with most San Francisco Bay Region treatment plants, which continuously remove solids as part of their normal operations. The management practice of allowing solids to remain in the AIPS Ponds for an extended time has caused serious difficulties with plant operation and permit compliance. Excessive solids accumulation reduces the treatment effectiveness of the AIPS ponds over time and is believed to be the primary cause of the BOD and TSS violations described in the CDO.

Management practices used to separate, store, treat, and ultimately dispose of solid materials removed from the liquid wastewater stream are an integral component of the wastewater treatment process. The Final Feasibility Study needs to thoroughly evaluate solids management practices and costs for each treatment option studied. The evaluation should include equipment, operations, final means of disposal, costs, benefits, uncertainties if any, and implementation schedules. Potential costs include the capital and operating costs of equipment, such as clarifiers, digesters, and dewatering devices; costs of solids final disposal operations; and costs of additional personnel, if needed.

2. **Analyze potential demand for recycled water and select a preferred option that meets that demand.** At a minimum, the Final Feasibility Study must fully analyze the City's water recycling potential, including a demand assessment, and identify a preferred option consistent with the predicted demand. The Draft Feasibility Study bases its conclusion that there is limited water recycling potential at City parks and local vineyards on plant operators' assumptions that there is little current demand for recycled water at adjacent vineyards. An adequate demand assessment should reflect communications with prospective users, including local grape growers. Installation of tertiary treatment processes would provide high quality water for agriculture or landscaping, and would likely increase demand. Much of the Town of Yountville's recycled water distribution system came about because of local demand.
3. **Analyze current disinfection system equipment and operation, and include any necessary upgrades in the preferred option.** The City has not consistently met its total coliform limits. Accordingly, the Final Feasibility Study must evaluate the need for disinfection system upgrades and select a disinfection system appropriate for each treatment option evaluated, including the preferred option.
4. **Include the potential benefits and constraints of constructed wetlands in the wetlands option evaluation.** The Draft Feasibility Study identified the trickling filter option as the preferred option (versus the constructed wetlands option) primarily because the construction costs of the trickling filter would be lower. However, the analysis did not include variations, such as leaving Pond 4 intact and constructing a wetland system entirely within the land application area, or a combination of wetlands and trickling filter, and did not address ancillary benefits of constructed wetlands, such as recreation, education, and habitat. Both the trickling filter and wetlands options would treat wastewater to levels that will meet effluent limits; however, the constructed wetlands could also convert low-grade habitat (land application area fields) to high-grade habitat (wetlands adjacent to a major river) that could potentially benefit the community as a park or wildlife refuge. Other San Francisco Bay Region communities (e.g., Petaluma and Martinez) use constructed wetlands as parks for the benefit of wildlife and the community. However, constructed wetlands could also occupy area needed for land

City of St. Helena

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application, constraining the volume of treated wastewater that could be applied. The Final Feasibility Study must consider such benefits and constraints.

5. **Describe the City's outreach efforts and public participation in selecting a preferred option.** The Final Feasibility Study must describe the City's outreach efforts and public participation in identifying a preferred option. We believe the public must be involved in the decision-making process, and we recommend that the City reach out to its community before making its final decision.

We recognize that the level of detail this letter requires will render compliance with the CDO December 1, 2016, deadline for submitting the Final Feasibility Study difficult. While only the Regional Water Board can change a Board Order deadline, we intend to use our enforcement discretion to withhold enforcement of this deadline as long as we receive a complete and thorough report that adequately incorporates our feedback as set forth above by **March 1, 2017**.

Requirement for Report of Waste Discharge

The City is required to submit to the Water Board a technical report in the form of a ROWD describing the City's proposed program for managed discharges of treated wastewater to land, consistent with adequate groundwater protection. This report shall completely describe the wastewater treatment and discharge infrastructure and operational methods for controlling the discharges to land. This will include the current infrastructure and operational methods and any changes planned for the near future. For any planned changes, the report shall include a time schedule of dates when the actions involved will be initiated and completed.

The Draft Feasibility Study proposes changes that could potentially affect groundwater quality through the discharge of treated wastewater to land and thus groundwater, particularly from excessive nutrient loading. This is a particular concern for the constructed wetland option because it would reduce the land application area available for discharge and require higher application rates. The ROWD must fully analyze the potential effects to groundwater from the discharges to land. Therefore, the ROWD must include the following information to address concerns about groundwater quality:

1. **Water balance evaluation for the proposed discharge practices.** The ROWD must include a tabulated accounting of planned water management at the irrigation field, including wastewater applied, rainwater fallen, water evaporated, water taken up by vegetation, and water infiltrated into the soil, and ultimately characterizing wastewater transported to groundwater. The water balance evaluation must use monthly or daily values representative of planned water management practices. The evaluation must include two versions, one using a normal rainfall record, and one using a rainfall record equivalent to a 10-year return period wet weather season.
2. **Evaluation of groundwater movement and fate.** The ROWD must include an evaluation of groundwater beneath and downstream of the irrigation field to illustrate how the groundwater is affected by the discharges, and how groundwater migration to adjacent properties and to the Napa River occurs. This evaluation must include contributions of wastewater to groundwater determined from the discharge practices water balance evaluation discussed in item 1 above. The evaluation must also estimate the direction, speed, and volumetric flow of groundwater flow beneath and downgradient of the discharge area, and characterize how the discharges affect groundwater flow and levels. If the study determines that the discharge will eventually

City of St. Helena

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November 7, 2016

emerge from the groundwater to the Napa River as base flow, it must predict the residence time in the groundwater.

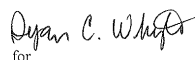
3. **Nutrient balance evaluation of nitrogen discharges to the land application area.** The ROWD must provide a full analysis of the potential effects to groundwater and surface water from land application to irrigation fields and any other land disposal proposed as part of each treatment option. This analysis must consider the nitrogen quality of the final effluent, the nitrogen loading to the land, the nutrient uptake capacity of the vegetation and soils in the land application area, changes in groundwater levels, and the potential to degrade groundwater and surface water quality. The evaluation must also consider the potential groundwater quality effects of distributed discharges of recycled water for irrigation of local vineyards (versus continual discharges only to the land application area fields).
4. **Groundwater monitoring plan.** The ROWD must propose a groundwater monitoring plan that will allow the City to characterize groundwater depth, quality, and movement, and any potential changes that may occur as a result of the land discharge practices. The plan must propose a system of properly constructed groundwater monitoring wells at locations both upgradient and downgradient of, and perhaps within, the land application area, with screening depths appropriate for groundwater sampling and analysis based on the local ambient groundwater characteristics.

The ROWD shall be submitted to the Regional Water Board no later than **March 1, 2017**.

This requirement for technical information (to be submitted through a ROWD) is made pursuant to Water Code section 13267, which allows the Regional Water Board to require technical or monitoring program reports from anyone who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. Preparing a ROWD will primarily involve compiling and evaluating existing information; this burden bears a reasonable relationship to the water quality concerns to be addressed because the information is needed to develop appropriate control measures that will protect groundwater quality. The attachment provides additional information about Water Code section 13267 requirements. Any extension in the above deadline must be confirmed in writing by Regional Water Board staff.

Please contact Vincent Christian at (510) 622-2336 or by email to vchristian@waterboards.ca.gov if you have any questions.

Sincerely,



Bruce H. Wolfe
Executive Officer

Attachment: Fact Sheet regarding Water Code section 13267

cc: Dellavalle Laboratory, Inc.
Attention: Mr. Danyal Kasapligil

City of St. Helena

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1910 W. McKinley Ave, Suite 110
Fresno, CA 93728

Downey Brand LLP
Attention: Ms. Melissa A. Thorne
621 Capitol Mall, 18th Floor, Sacramento, CA 95814

Cris Carrigan, SWRCB Office of Enforcement
(Cris.Carrigan@waterboards.ca.gov)

Bean Family Vineyards, LLC
Attention: Mr. James Bean
420 Palm Street, Palo Alto, CA 94301

Jack Neal & Son Vineyard Management
Attention: Mr. Mark Neal
360 La Fata Street,
St. Helena, CA 94574



Report to the City Council
Council Meeting of February 14, 2017

Agenda Section: Consent

Subject: Consideration and proposed adoption of a resolution authorizing the City Manager to execute a Professional Services Agreement with Larry Walker and Associates in the amount of \$35,100 to prepare a permit application and provide regulatory support to the Wastewater Treatment and Reclamation Facility Permit for Land Application of Treated Discharge; and transfer \$35,100 from Capital Improvement Project (CIP) S-66 New Well for Fiscal Year 2016/2017 to CIP S-52 Wastewater Treatment and Reclamation Plant Upgrade Phase I

CEQA Determination: Categorically Exempt, Section 15301 Existing Facilities

Prepared By:

A handwritten signature in blue ink, appearing to read "Steve Palmer", is written over a horizontal line.

Steven Palmer, Director of Public Works

Approved By:

A handwritten signature in blue ink, appearing to read "Larry Pennell", is written over a horizontal line.

Larry Pennell, Interim City Manager

BACKGROUND

The City of St Helena owns and operates a wastewater treatment and reclamation facility (WWTRF) located at 1 Chaix Lane. The WWTRF treats wastewater to a secondary level of treatment and discharges treated wastewater to both the Napa River and an adjacent City-owned irrigation field. The City is authorized to operate the WWTRF and discharge treated wastewater by two separate discharge permits and subject to a Cease and Desist Order, all issued by the San Francisco Bay Regional Water Quality Control Board (Regional Board). Regional Board Order R2-2016-0003 regulates the discharge of treated wastewater to the Napa River, and Regional Board Order 87-090 regulates the discharge of treated wastewater to the irrigation field.

Napa River Discharge (Orders R2-2016-0003 and R2-2016-0004)

The Regional Board adopted Order R2-2016-0003 on January 13, 2016. This Order includes more stringent discharge limits for biochemical oxygen demand (BOD) and total suspended solids (TSS) that the City WWTRF cannot currently meet on a regular basis. Consequently, the Regional Board simultaneously issued a cease and desist order (CDO) with a Task and Time schedule for the City to modify the WWTRF to meet the more stringent limits (Order R2-2016-0004). The CDO allows the City to continue complying with the previous effluent limits as long as it is in compliance with the Task and Time Schedule below.

Task	Deadline
a. Submit a Draft Feasibility Study that analyzes various options to meet the NPDES permit effluent limits in Table 1. The study shall analyze all of the options described in the March 2015 Wastewater Facilities Evaluation Update and include other options that would achieve compliance. For each option considered, evaluate (i) the anticipated effectiveness and reliability of the treatment, (ii) the amount of time it will take to implement, (iii) the ability to produce recycled water (recycled water uses to be considered shall include those that offset local potable water use or provide environmental enhancement, including but not limited to turf and vineyard irrigation) or the additional efforts required to produce such recycled water, and (iv) the costs.	September 1, 2016
b. Submit a Final Feasibility Study that addresses any Executive Officer comments on the Draft Feasibility Study and identifies a preferred option.	December 1, 2016
c. Submit a Draft Workplan for implementation of the preferred option identified in task 2.b and a schedule for implementation. Include a plan and schedule for funding the project.	June 1, 2017
d. Submit a Final Workplan that addresses any Executive Officer comments on the Draft Workplan required by task 2.c	September 1, 2017
e. Submit notification documenting the beginning of implementation of the Final Workplan.	March 1, 2019
f. Submit documentation of the completion of Final Workplan implementation and begin operation of the new or modified treatment system.	September 1, 2020
g. Submit a report evaluating the effectiveness of the new or modified treatment system and whether it is likely to meet the requirements of	December 1, 2020

	the NPDES permit. If the system appears unlikely to meet the requirements of the NPDES permit, identify and implement measures to ensure compliance.	
h.	Achieve full compliance with the 2016 Permit effluent limits listed in Table 1 of this Cease and Desist Order	February 28, 2021

The first task is to prepare a feasibility study to evaluate means to meet the new discharge limits, discuss the potential for recycled water production and use, and provide a recommendation to the Regional Board. The City submitted the Draft Feasibility Study on August 30, 2016, and received comments from the Regional Board in a letter dated November 7, 2016 (Attachment 3). That letter also extended the deadline for submitting the Final Feasibility Study to March 1, 2017. Regional Board Orders R2-2016-0003 and R2-2016-0004 are included as Attachments 4 and 5.

Irrigation Field Discharge (Order 87-090)

The November 7, 2016 letter from the Regional Board also added a new requirement to submit a Report of Waste Discharge for Land Application of Treated Wastewater (ROWD). Through this action, the Regional Board will be issuing a new permit to replace existing Order 87-090 which regulates the application of treated wastewater to the irrigation field. The timing of this requirement for a ROWD is partially driven by a complaint filed by adjacent property owners based on a report by their consultant, Dellavalle Laboratory, Inc. The Dellavalle report asserts, among other things, that the land application of treated wastewater at the City property is contributing to increased groundwater elevation and nutrient concentrations. A copy of the complaint and the report are included as Attachment 6.

The ROWD is required to contain a substantial amount of information that must be gathered and analyzed. The Regional Board has directed that the ROWD must contain:

1. Water balance evaluation for the proposed discharge practices.
2. Evaluation of groundwater movement and fate.
3. Nutrient balance evaluation of nitrogen discharges to the land application rate.
4. Groundwater monitoring plan.

The letter established a deadline of March 1, 2017 for submitting the ROWD.

DISCUSSION

City staff requires expert assistance in order to prepare the ROWD, comply with the November 7, 2016 letter, and review the adjacent property owner complaint. City staff solicited a proposal from Larry Walker and Associates because the City currently contracts with the firm to support the City with consulting and engineering services for the City's Discharge Permit, self-monitoring reports, and SSMPs. Additionally, Larry Walker and Associates provides critical historical knowledge of the City's system and operations.

Pursuant to St Helena Municipal Code Sections 3.04.320-340, professional services shall be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Based on prior work that Larry Walker and Associates has provided for the City and their unique skills and knowledge of the City's WWTRF, Staff believes that Larry Walker and Associates has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required and described in the scope of work provided, and recommends that a professional services agreement with Larry Walker and Associates be procured through negotiated contract. In addition, due to the timing of the work and sensitivity of the Regional Board to this ROWD, Staff believes that it is in the best interest of the City to have one consultant providing all regulatory compliance services for the WWTRF at this time.

FISCAL IMPACT

The Regional Board requirement to submit an ROWD for Land Application was unexpected and not budgeted this Fiscal Year. In order to fund this work that is required by the Regional Board, Staff recommendation is transfer \$35,100 from Capital Improvement Project (CIP) S-66 New Well for Fiscal Year 2016/2017 to CIP S-52 Wastewater Treatment and Reclamation Plant Upgrade Phase I, thereby increasing the CIP S-52 Wastewater Treatment and Reclamation Plant Upgrade Phase I budget for Fiscal Year 2016/2017 from \$232,108 to \$267,208. The WWTRF is not connected to City water and relies on a drinking water well that has not been usable for many years. Consequently, potable water is purchased and trucked to the WWTRF for the three plant operators to use. This fiscal action will reduce funding for a new drinking water well at the WWTRF from \$65,000 to \$29,900 and delay installation of a new well.

Based on the current 5-year CIP, the Wastewater Capital Project Fund balance will be \$80,000 by the end of next fiscal year (Fiscal Year 2017/2018).

RECOMMENDED ACTION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Larry Walker and Associates in the amount of \$35,100 to prepare a permit application and provide regulatory support to the Wastewater Treatment and Reclamation Facility Permit for Land Application of Treated Discharge; and transfer \$35,100 from the project account for CIP S-66 New Well for Fiscal Year 2016/2017 to CIP S-52 Wastewater Treatment and Reclamation Plant Upgrade Phase I.

ATTACHMENTS

[Attachment 1 - Resolution](#)

[Attachment 2 - PSA](#)

[Attachment 3 - Board Comments Feasibility Study](#)

[Attachment 4 - R2-2016-0003](#)

[Attachment 5 - R2-2016-0004](#)

[Attachment 6 - Complaint Letter](#)

ATTACHMENT 1

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER AND ASSOCIATES IN THE AMOUNT OF \$35,100 TO PREPARE A PERMIT APPLICATION AND PROVIDE REGULATORY SUPPORT TO THE WASTEWATER TREATMENT AND RECLAMATION FACILITY PERMIT FOR LAND APPLICATION OF TREATED DISCHARGE; AND TRANSFER \$35,100 FROM CIP S-66 NEW WELL FOR FISCAL YEAR 2016/2017 TO CIP S-52 WASTERWATER TREATMENT AND RECLAMATION PLANT UPGRADE PHASE I

RECITALS

- A. The City of St Helena owns, operates, and maintains a domestic wastewater treatment and reclamation facility (WWTRF) located at 1 Chaix Lane; and
- B. The WWTRF is operated under terms and conditions of San Francisco Regional Water Quality Control Board (Board) orders R2-2016-0003, 87-090, and Cease and Desist Order R2-2016-0004; and
- C. The Board has required the City to prepare a Report of Waste Discharge for Land Application of Treated Discharge (ROWD) by March 1, 2017 in order to replace Order 87-090; and
- D. The ROWD requires that a substantial amount of information must be gathered and analyzed, which requires specialized professional services; and
- E. City of St Helena Municipal Code requires that professional services be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required; and
- F. Larry Walker and Associates has submitted a proposal meeting the requirements of the City for an amount not to exceed \$31,500; and
- G. Larry Walker and Associates currently provides regulatory compliance services for the WWTRF to the City of St Helena, recently supported the City through issuance of Board Orders R2-2016-0003 and R2-2016-0004; and has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required; and
- H. The Board requirement to submit an ROWD for Land Application was unexpected and not budgeted this Fiscal Year.

RESOLUTION

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

1. The City Manager is authorized to execute a Professional Services Agreement with Larry Walker and Associates in the amount of \$35,100 to prepare a permit application and provide regulatory support to the Wastewater Treatment and Reclamation Facility Permit for Land Application of Treated Discharge
2. A transfer \$35,100 from the project account for CIP S-66 New Well for Fiscal Year 2016/2017 to CIP S-52 Wastewater Treatment and Reclamation Plant Upgrade Phase I is authorized.

Approved at a Regular Meeting of the St. Helena City Council on February 14, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on February 14, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Larry Walker and Associates (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Wastewater Treatment and Reclamation Facility Permit for Land Application of Treated Discharge.

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 \$35,100, 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

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ATTACHMENT 2

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).

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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.

ATTACHMENT 2

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.

ATTACHMENT 2

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

ATTACHMENT 2

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

ATTACHMENT 2

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:

ATTACHMENT 2

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

To Consultant: Kristine Corneille
Larry Walker and Associates
707 Fourth Street, Suite 200
Davis, California 95616

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

ATTACHMENT 2

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

ATTACHMENT 2

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: Larry Pennell

Title: _____

Title: Interim City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

ATTACHMENT 2

EXHIBIT A SCOPE OF SERVICES

Task 1. Land Application ROWD

This task is for services needed to submit an application (Report of Waste Discharge, ROWD) for coverage under a land application permit, or Waste Discharge Requirement. ROWD preparation is covered under this task, including consultation with the City to obtain necessary data and information, and preparation of application forms.

Task 1.1. Compilation and Evaluation of Data

Pertinent data will be compiled and reviewed to evaluate compliance history and determine data sufficiency. Additional information to be used in the evaluation includes pertinent San Francisco Regional Water Quality Control Board (RWQCB) correspondence, any special studies performed by the City, and current planning documents for the Wastewater Treatment and Reclamation Facility (WWTRF). Also, outliers in the data will be evaluated to determine if it is appropriate for the City to request that they be removed from the dataset for determining reasonable potential and calculating effluent limitations.

Task 1.2. Permit-Specific Meeting with St. Helena

After the ROWD has been submitted, LWA will hold an initial meeting with the City to discuss the current permitting policy and schedule prevalent at the RWQCB, its potential effect on the City, and pertinent issues that the City is concerned about in the permit renewal process.

Task 1.3. Determination of Effluent Limitations

Based on its history of working with WDR permits, LWA will calculate effluent limitations under several possible scenarios and conduct “what if’s” to determine the consequences of various alternative interpretations. The results of the comparison will be discussed with the City. Contingency: Depending on the information the Regional Water Board asks for with the ROWD, it may be necessary to model groundwater mixing and the impact on wells surrounding the land application field. LWA has developed a model to perform this work and has added funds to this task to run the model, should that be required.

Task 1.4. Meetings and Communications with Regional Water Board Staff

The investment in communicating with RWQCB staff on a regular basis cannot be overemphasized. The cost estimate for this project includes meetings with RWQCB staff, as necessary, as well as other forms of communication such as phone conversations and email.

Task 1.5. Comments on Administrative Draft

RWQCB staff typically provides an Administrative Draft permit to the discharger for review. Comments on the Administrative Draft will be requested in writing, with a justification for any requested changes. A very short (approximately 1 week) turn-around may be allowed for review. After comments are submitted, a meeting may be held with RWQCB staff to discuss the proposed changes. For the purposes of this proposal, it is estimated that there will be one Administrative Draft permit issued to the City and reviewed by LWA.

Task 1.6. Comments on Tentative Order

Comments on the Tentative Order are normally more detailed and comprehensive than comments on Administrative Draft because Tentative Order comments are submitted for the

ATTACHMENT 2

public record and can be used in an appeal or for other actions on the permit. However, the number of issues is normally reduced in comparison to the Administrative Draft. The Tentative Order comments may require additional research for citations of precedent-setting activity, and will cover all aspects of the permit that the City wishes the RWQCB staff to revise or that the City may wish to appeal.

Once the Tentative Order comments are submitted to the RWQCB, which may be in a preliminary form prior to the official public comment date, it is appropriate to work out any differences. In addition, it is possible that RWQCB staff may wish to make changes to the permit during the public comment period and will normally discuss these changes with the discharger. Depending on the timing under which the Tentative Order is issued, there may be a fair amount of activity during the public comment period.

Task 1.7. Preparation for Board Hearing

Prepare any needed backup information and attend the RWQCB hearing.

Task 1.8. Development of Compliance Plan and Dates Tracking

Prepare an overall schedule to keep track of activities required by the reissued permit, to prevent any compliance problems.

Task 2. Review of Third Party Report(s)

The City has received a copy of a formal complaint produced by Dellavalle Laboratory, Inc. claiming that the City has violated Order 87-090. LWA will review the claims in this report and prepare recommendations for additional testing or other actions. LWA is also prepared to review and respond to any additional reports produced by Dellavalle Laboratory or another third party.

Task 3. Land Application Permit Assistance

Under this task, funds are allocated to assist the City with implementation of the new land application permit. This task will be used for evaluating compliance concerns, preparing or reviewing reports, communicating with RWQCB staff, responding to Notices of Violation, assisting with inspections, analytical laboratory communications, requests from RWQCB staff for information or assistance, and following regulatory developments. In addition, LWA will help the City evaluate operational changes for the spray field. LWA will help evaluate options to ensure compliance with regulatory requirements specified in Order 87-090 or the new land application permit.

Task 4. Project Management

LWA activities under this task will include attendance at meetings in St. Helena and/or the RWQCB, as well as managing budgets and schedules. All invoice materials will be delivered to the City electronically and in hard copy format.

This Scope of Services is expected to be complete by July 1, 2018, however it is dependent on the RWQCB timeline for issuing the new land application permit.

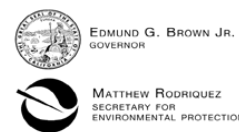
ATTACHMENT 2

**EXHIBIT B
COMPENSATION**

Task	Description	Task Cost
1	Land Application ROWD	\$19,880
2	Review of Third Party Reports	\$8,210
3	Land Application Permit Assistance	\$3,130
4	Project Management	\$3,880
	Total	\$35,100

Billing will be on a time and materials basis, not to exceed the total amount shown above, and will be billed based on LWA's current rate schedule.

ATTACHMENT 3



San Francisco Bay Regional Water Quality Control Board

November 7, 2016
 File Nos. CW-258384 and CW-258386¹

City of St. Helena
 Attn.: Steven Palmer, spalmer@cityofstheleena.org
 1480 Main Street
 St. Helena, CA 94574

Subject: St. Helena Wastewater Treatment and Reclamation Plant – (1) Notice of Violation (2) Comments on the Draft Feasibility Study for Wastewater Treatment Plant Improvements, and (3) Requirement for Report of Waste Discharge for Land Application of Treated Wastewater

Dear Mr. Palmer:

This letter provides notice that the City of St. Helena (City) is in violation of its Water Reclamation Requirements (Order No. 87-090) (WRR). It requires the City to submit an updated Report of Waste Discharge (ROWD) to the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) for the City's discharges of treated wastewater to land, and also provides comments on the City's August 2016 *Draft Feasibility Study for Wastewater Treatment Plant Improvements* (Draft Feasibility Study), required by Cease and Desist Order No. R2-2016-0004 (CDO).

The City has violated the WRR by applying reclaimed wastewater to its land application area at greater than agronomic rates, and by not notifying the Regional Water Board of these violations and not submitting a proposed corrective action plan, as required by the WRR Self-Monitoring Program (section V.2.a). This may have resulted in adverse water quality impacts, including elevated groundwater nutrient concentrations and elevated groundwater levels. This letter's requirement that the City submit an updated ROWD is intended to set forth a process by which the City will provide information to clarify its current practices and revise those practices as necessary, including practices to correct violations. The ROWD shall identify discharge management practices consistent with appropriate protection of groundwater and provide the information necessary to update the WRR.

The Draft Feasibility Study screens various options the City considered to improve its treatment plant and evaluates two in detail. The CDO requires the City to submit a Final Feasibility Study addressing the Water Board's comments on the Draft Feasibility Study by December 1, 2016. This letter provides the comments to be addressed. The Regional Water Board plans to draft a new discharge permit that

¹ Case information is stored electronically in the Water Board's California Integrated Water Quality System database, and its Electronic Content Management electronic files.

City of St. Helena

- 2 -

November 7, 2016

will cover both land discharges and discharges to the Napa River. The information requested in this letter will facilitate this effort.

Background

The City's wastewater treatment plant treats about 500,000 gallons per day of domestic wastewater by flow through a series of facultative and aerobic treatment ponds designed and constructed as an Advanced Integrated Pond System (AIPS ponds). Treatment by the AIPS ponds is followed by disinfection with chlorine and dechlorination with ascorbic acid or by natural decomposition. During dry weather, the City's WRR allows the discharge of treated wastewater to land by sprinkler discharges within an 88-acre land application area adjacent to the treatment plant. During the wet weather season, when influent flows exceed the capacity of the treatment plant storage and land application discharge systems, and ambient river flow affords adequate dilution, the City's NPDES permit (currently Water Board Order No. R2-2016-0003) allows treated wastewater to be discharged to the Napa River.

From December 2010 through March 2015, there were 24 NPDES permit effluent limit violations for total coliform, copper, cyanide, and residual chlorine, and 27 WRR effluent limit violations for biochemical oxygen demand (BOD). These violations are listed in Table F-4 of the NPDES permit. The permit contains stricter BOD and total suspended solids (TSS) limits for Napa River discharges than in the past. The existing treatment plant cannot meet the stricter limits, even under optimal conditions. Therefore, the CDO requires the City to upgrade its treatment plant to provide more effective and reliable treatment to meet the stricter BOD and TSS limits.

While the CDO addresses concerns related to river discharges, it does not directly address concerns related to potential adverse impacts to groundwater resulting from land application practices, such as discharges in excess of hydraulic capacity, discharges while soils are saturated, discharges to only a limited portion of the entire land application area, and discharges without a vegetative crop. Of particular concern is the potential for excessive nitrogen loading to groundwater from these types of practices. The Regional Water Board intends to address these concerns by issuing revised discharge requirements that reflect the City's implementation of improved treatment and discharge management practices to ensure appropriate groundwater quality protection.

Comments on Draft Feasibility Study

The Draft Feasibility Study analyzes and screens thirteen options described in the City's March 2015 *Wastewater Facilities Evaluation Update* based on feasibility to meet BOD and TSS effluent limits. The two options that the Study considered in detail were to construct either: (1) a trickling filter or (2) a treatment wetland between the existing AIPS ponds and the disinfection units. Both options assume that current solids management practices will continue and no upgrades to the disinfection system will be necessary. The City chose the trickling filter as the preferred option based primarily on cost and ease of operation.

CDO Table 3, Task b, requires the City to submit a Final Feasibility Study that addresses any Executive Officer comments on the Draft Feasibility Study and identifies a preferred option. Thus, the Final Feasibility Study must address the following comments:

1. **Analyze current solids management practices, any changes needed, and solids management practices needed for each treatment option studied.** The current treatment system is unusual because it has no clarifiers to remove solids. Solids are ground at the

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headworks and heavy solids settle out in the first two AIPS ponds (Ponds 1A and 1B). This contrasts with most San Francisco Bay Region treatment plants, which continuously remove solids as part of their normal operations. The management practice of allowing solids to remain in the AIPS Ponds for an extended time has caused serious difficulties with plant operation and permit compliance. Excessive solids accumulation reduces the treatment effectiveness of the AIPS ponds over time and is believed to be the primary cause of the BOD and TSS violations described in the CDO.

Management practices used to separate, store, treat, and ultimately dispose of solid materials removed from the liquid wastewater stream are an integral component of the wastewater treatment process. The Final Feasibility Study needs to thoroughly evaluate solids management practices and costs for each treatment option studied. The evaluation should include equipment, operations, final means of disposal, costs, benefits, uncertainties if any, and implementation schedules. Potential costs include the capital and operating costs of equipment, such as clarifiers, digesters, and dewatering devices; costs of solids final disposal operations; and costs of additional personnel, if needed.

2. **Analyze potential demand for recycled water and select a preferred option that meets that demand.** At a minimum, the Final Feasibility Study must fully analyze the City's water recycling potential, including a demand assessment, and identify a preferred option consistent with the predicted demand. The Draft Feasibility Study bases its conclusion that there is limited water recycling potential at City parks and local vineyards on plant operators' assumptions that there is little current demand for recycled water at adjacent vineyards. An adequate demand assessment should reflect communications with prospective users, including local grape growers. Installation of tertiary treatment processes would provide high quality water for agriculture or landscaping, and would likely increase demand. Much of the Town of Yountville's recycled water distribution system came about because of local demand.
3. **Analyze current disinfection system equipment and operation, and include any necessary upgrades in the preferred option.** The City has not consistently met its total coliform limits. Accordingly, the Final Feasibility Study must evaluate the need for disinfection system upgrades and select a disinfection system appropriate for each treatment option evaluated, including the preferred option.
4. **Include the potential benefits and constraints of constructed wetlands in the wetlands option evaluation.** The Draft Feasibility Study identified the trickling filter option as the preferred option (versus the constructed wetlands option) primarily because the construction costs of the trickling filter would be lower. However, the analysis did not include variations, such as leaving Pond 4 intact and constructing a wetland system entirely within the land application area, or a combination of wetlands and trickling filter, and did not address ancillary benefits of constructed wetlands, such as recreation, education, and habitat. Both the trickling filter and wetlands options would treat wastewater to levels that will meet effluent limits; however, the constructed wetlands could also convert low-grade habitat (land application area fields) to high-grade habitat (wetlands adjacent to a major river) that could potentially benefit the community as a park or wildlife refuge. Other San Francisco Bay Region communities (e.g., Petaluma and Martinez) use constructed wetlands as parks for the benefit of wildlife and the community. However, constructed wetlands could also occupy area needed for land

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application, constraining the volume of treated wastewater that could be applied. The Final Feasibility Study must consider such benefits and constraints.

5. **Describe the City's outreach efforts and public participation in selecting a preferred option.** The Final Feasibility Study must describe the City's outreach efforts and public participation in identifying a preferred option. We believe the public must be involved in the decision-making process, and we recommend that the City reach out to its community before making its final decision.

We recognize that the level of detail this letter requires will render compliance with the CDO December 1, 2016, deadline for submitting the Final Feasibility Study difficult. While only the Regional Water Board can change a Board Order deadline, we intend to use our enforcement discretion to withhold enforcement of this deadline as long as we receive a complete and thorough report that adequately incorporates our feedback as set forth above by **March 1, 2017**.

Requirement for Report of Waste Discharge

The City is required to submit to the Water Board a technical report in the form of a ROWD describing the City's proposed program for managed discharges of treated wastewater to land, consistent with adequate groundwater protection. This report shall completely describe the wastewater treatment and discharge infrastructure and operational methods for controlling the discharges to land. This will include the current infrastructure and operational methods and any changes planned for the near future. For any planned changes, the report shall include a time schedule of dates when the actions involved will be initiated and completed.

The Draft Feasibility Study proposes changes that could potentially affect groundwater quality through the discharge of treated wastewater to land and thus groundwater, particularly from excessive nutrient loading. This is a particular concern for the constructed wetland option because it would reduce the land application area available for discharge and require higher application rates. The ROWD must fully analyze the potential effects to groundwater from the discharges to land. Therefore, the ROWD must include the following information to address concerns about groundwater quality:

1. **Water balance evaluation for the proposed discharge practices.** The ROWD must include a tabulated accounting of planned water management at the irrigation field, including wastewater applied, rainwater fallen, water evaporated, water taken up by vegetation, and water infiltrated into the soil, and ultimately characterizing wastewater transported to groundwater. The water balance evaluation must use monthly or daily values representative of planned water management practices. The evaluation must include two versions, one using a normal rainfall record, and one using a rainfall record equivalent to a 10-year return period wet weather season.
2. **Evaluation of groundwater movement and fate.** The ROWD must include an evaluation of groundwater beneath and downstream of the irrigation field to illustrate how the groundwater is affected by the discharges, and how groundwater migration to adjacent properties and to the Napa River occurs. This evaluation must include contributions of wastewater to groundwater determined from the discharge practices water balance evaluation discussed in item 1 above. The evaluation must also estimate the direction, speed, and volumetric flow of groundwater flow beneath and downgradient of the discharge area, and characterize how the discharges affect groundwater flow and levels. If the study determines that the discharge will eventually

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emerge from the groundwater to the Napa River as base flow, it must predict the residence time in the groundwater.

3. **Nutrient balance evaluation of nitrogen discharges to the land application area.** The ROWD must provide a full analysis of the potential effects to groundwater and surface water from land application to irrigation fields and any other land disposal proposed as part of each treatment option. This analysis must consider the nitrogen quality of the final effluent, the nitrogen loading to the land, the nutrient uptake capacity of the vegetation and soils in the land application area, changes in groundwater levels, and the potential to degrade groundwater and surface water quality. The evaluation must also consider the potential groundwater quality effects of distributed discharges of recycled water for irrigation of local vineyards (versus continual discharges only to the land application area fields).
4. **Groundwater monitoring plan.** The ROWD must propose a groundwater monitoring plan that will allow the City to characterize groundwater depth, quality, and movement, and any potential changes that may occur as a result of the land discharge practices. The plan must propose a system of properly constructed groundwater monitoring wells at locations both upgradient and downgradient of, and perhaps within, the land application area, with screening depths appropriate for groundwater sampling and analysis based on the local ambient groundwater characteristics.

The ROWD shall be submitted to the Regional Water Board no later than **March 1, 2017**.

This requirement for technical information (to be submitted through a ROWD) is made pursuant to Water Code section 13267, which allows the Regional Water Board to require technical or monitoring program reports from anyone who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. Preparing a ROWD will primarily involve compiling and evaluating existing information; this burden bears a reasonable relationship to the water quality concerns to be addressed because the information is needed to develop appropriate control measures that will protect groundwater quality. The attachment provides additional information about Water Code section 13267 requirements. Any extension in the above deadline must be confirmed in writing by Regional Water Board staff.

Please contact Vincent Christian at (510) 622-2336 or by email to vchristian@waterboards.ca.gov if you have any questions.

Sincerely,

Bruce H. Wolfe
Executive Officer

Attachment: Fact Sheet regarding Water Code section 13267

cc: Dellavalle Laboratory, Inc.
Attention: Mr. Danyal Kasapligil

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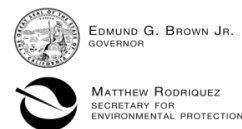
1910 W. McKinley Ave, Suite 110
Fresno, CA 93728

Downey Brand LLP
Attention: Ms. Melissa A. Thorne
621 Capitol Mall, 18th Floor, Sacramento, CA 95814

Cris Carrigan, SWRCB Office of Enforcement
(Cris.Carrigan@waterboards.ca.gov)

Bean Family Vineyards, LLC
Attention: Mr. James Bean
420 Palm Street, Palo Alto, CA 94301

Jack Neal & Son Vineyard Management
Attention: Mr. Mark Neal
360 La Fata Street,
St. Helena, CA 94574



San Francisco Bay Regional Water Quality Control Board

ORDER No. R2-2016-0003
NPDES No. CA0038016

The following discharger is subject to waste discharge requirements (WDRs) set forth in this Order:

Table 1. Discharger Information

Discharger	City of St. Helena
Facility Name	City of St. Helena Wastewater Treatment and Reclamation Plant and its wastewater collection system
Facility Address	1 Chaix/Thomann Lane St. Helena, CA 94574 Napa County
CIWQS Place Number	258386

Table 2. Discharge Location

Discharge Point	Effluent Description	Discharge Point Latitude (North)	Discharge Point Longitude (West)	Receiving Water
001	Secondary-treated municipal wastewater	38.502778	-122.437500	Napa River

Table 3. Administrative Information

This Order was adopted on:	January 13, 2016
This Order shall become effective on:	March 1, 2016
This Order shall expire on:	February 28, 2021
CIWQS Regulatory Measure	404297
The Discharger shall file a Report of Waste Discharge as an application for reissuance of WDRs in accordance with California Code of Regulations, title 23, and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than:	June 1, 2020
The U.S. Environmental Protection Agency (U.S. EPA) and the California Regional Water Quality Control Board, San Francisco Bay Region, have classified this discharge as follows:	Minor

I, Bruce H. Wolfe, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on the date indicated above.

 Bruce H. Wolfe, Executive Officer

City of St. Helena
Wastewater Treatment and Reclamation Plant

ORDER No. R2-2016-0003
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City of St. Helena
Wastewater Treatment and Reclamation Plant

ORDER No. R2-2016-0003
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I. FACILITY INFORMATION

Information describing the City of St. Helena Wastewater Treatment and Reclamation Plant and its wastewater collection system (Facility) is summarized in Table 1 and in Fact Sheet (Attachment F) sections I and II.

II. FINDINGS

The California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), finds:

- A. Legal Authorities.** This Order serves as WDRs pursuant to California Water Code article 4, chapter 4, division 7 (commencing with § 13260). This Order is also issued pursuant to federal Clean Water Act (CWA) section 402 and implementing regulations adopted by U.S. EPA and Water Code chapter 5.5, division 7 (commencing with § 13370). It shall serve as an NPDES permit for point source discharges from the Facility to surface waters.
- B. Background and Rationale for Requirements.** The Regional Water Board developed the requirements in this Order based on information the Discharger submitted as part of its application, information obtained through monitoring and reporting programs, and other available information. The Fact Sheet (Attachment F) contains background information and rationale for the requirements in this Order and is hereby incorporated into and constitutes findings for this Order. Attachments A through E and G are also incorporated into this Order.
- C. Provisions and Requirements Implementing State Law.** Provision VI.C.5.c is included to implement State law only (California Water Code section 13241). This provision is not required or authorized under the federal CWA; consequently, violations of this provision are not subject to the enforcement remedies available for NPDES violations.
- D. Notification of Interested Parties.** The Regional Water Board notified the Discharger and interested agencies and persons of its intent to prescribe these WDRs and provided an opportunity to submit written comments and recommendations. The Fact Sheet provides details regarding the notification.
- E. Consideration of Public Comment.** The Regional Water Board, in a public meeting, heard and considered all comments pertaining to the discharge. The Fact Sheet provides details regarding the public hearing.

THEREFORE, IT IS HEREBY ORDERED that Order No. R2-2010-0105 is rescinded upon the effective date of this Order except for enforcement purposes, and, in order to meet the provisions of Water Code division 7 (commencing with § 13000) and regulations adopted thereunder and the provisions of the CWA and regulations and guidelines adopted thereunder, the Discharger shall comply with the requirements in this Order. This action in no way prevents the Regional Water Board from taking enforcement action for past violations of the previous order.

III. DISCHARGE PROHIBITIONS

- A.** Discharge of treated wastewater at a location or in a manner different from that described in this Order is prohibited.

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- B.** Discharge at Discharge Point No. 001 is prohibited unless the river flow-to-effluent flow ratio is at least 50:1.
- C.** The bypass of untreated or partially-treated wastewater to waters of the United States is prohibited, except as provided for in Attachment D sections I.G.2 and I.G.3.
- D.** Average dry weather influent flow from the treatment plant in excess of 0.50 MGD is prohibited. Average dry weather influent flow shall be determined from three consecutive dry weather months each year, with compliance measured at Monitoring Location REC-001 as described in the Monitoring and Reporting Program (MRP, Attachment E).
- E.** Any sanitary sewer overflow that results in a discharge of untreated or partially-treated wastewater to waters of the United States is prohibited.
- F.** Discharge to the Napa River is prohibited during the dry season each year, from June 1 through October 31. The need to discharge during the dry season may arise as a result of early or late season storms. As soon as possible after determining that discharge will be necessary, the Discharger shall notify the Regional Water Board case manager by phone or email and provide information supporting its determination. Unless the case manager objects, the Discharger may commence discharge but only when absolutely necessary and only to the extent necessary for the reason stated above. The discharge shall be monitored and meet limitations and shall consist of fully treated effluent.

For each dry season discharge event, the Discharger shall submit a report within five business days after the end of the discharge that describes the reasons for the need to discharge, with supporting information, and describe the discharge flow volume, duration, and estimated dilution within the receiving water. In accordance with the Monitoring and Reporting Program (Attachment E), the discharge quality shall be reported in the next monthly self-monitoring report.

IV. EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

- A.** Discharges at Discharge Point No. 001 shall comply with the following effluent limitations, with compliance measured at Monitoring Locations EFF-001 as described in the MRP:

Table 4. Effluent Limitations

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum
Biochemical Oxygen Demand, 5-day @ 20°C (BOD ₅)	mg/L	15	25	---	---	---
Total Suspended Solids (TSS)	mg/L	15	20	---	---	---
Oil and Grease	mg/L	10	---	20	---	---
pH ^[1]	standard units	---	---	---	6.5	8.5
Total Residual Chlorine	mg/L	---	---	---	---	0.0 ^[2]
Copper, Total	µg/L	8.3	---	17	---	---
Cyanide, Total	µg/L	15	---	30	---	---
Ammonia, Total	mg/L as N	16	---	39	---	---

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Unit Abbreviations:

mg/L = milligrams per liter

µg/L = micrograms per liter

Footnote:

- ^[1] If the Discharger monitors pH continuously, pursuant to 40 C.F.R. section 401.17, the Discharger shall be in compliance with this pH limitation provided that both of the following conditions are satisfied: (i) the total time during which the pH is outside the required range shall not exceed 7 hours and 26 minutes in any calendar month; and (ii) no individual excursion from the required pH range shall exceed 60 minutes.
- ^[2] The Discharger may elect to use a continuous on-line monitoring system for measuring or determining that residual dechlorinating agent is present. This monitoring system may be used to prove that anomalous residual chlorine exceedances measured by on-line chlorine analyzers are false positives because it is chemically improbable to have chlorine present in the presence of sodium bisulfite. If Regional Water Board staff finds convincing evidence that chlorine residual exceedances are false positives, the exceedances are not violations of this Order's total chlorine residual limit.

B. Percent Removal. The average monthly percent removal of biochemical oxygen demand (BOD₅) and total suspended solids (TSS) at Discharge Point No. 001 shall not be less than 85 percent (i.e., in each calendar month, the arithmetic mean of BOD₅ and TSS, by concentration, for effluent samples collected at Monitoring Location EFF-001 or REC-001 as described in the MRP, shall not exceed 15 percent of the arithmetic mean of the BOD₅ and TSS, by concentration, for influent samples collected at Monitoring Location INF-001 as described in the MRP at approximately the same times during the same period).

C. Total Coliform. Discharges at Discharge Point No. 001 shall comply with the following total coliform limitations, with compliance measured at Monitoring Location EFF-001 as described in the MRP:

1. The five-sample moving median shall not exceed 23 Most Probable Number (MPN)/100 mL.
2. The daily maximum shall not exceed 240 MPN/100 mL.

D. Whole Effluent Acute Toxicity. Discharges at Discharge Point No. 001 shall meet the following acute toxicity limitations, with compliance measured at Monitoring Location EFF-001 as described in the MRP:

1. A three-sample median value of not less than 90 percent survival; and
2. A single-sample maximum value of not less than 70 percent survival.

These acute toxicity limitations are defined as follows:

- **Three-sample median.** A bioassay test showing survival of less than 90 percent represents a violation of this effluent limit if one of the past two bioassay tests also shows less than 90 percent survival.
- **Single sample maximum.** A bioassay test showing survival of less than 70 percent represents a violation of this effluent limit.

If the Discharger can demonstrate that toxicity exceeding the levels cited above is caused by ammonia and that the ammonia in the discharge complies with the total ammonia effluent limitations in Table 4 of this Order, then such toxicity shall not constitute a violation of this effluent limitation.

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V. RECEIVING WATER LIMITATIONS

- A. The discharge shall not cause the following conditions to exist in receiving waters:
1. Floating material, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect beneficial uses;
 2. Alteration of suspended sediment in such a manner as to cause nuisance or adversely affect beneficial uses, or detrimental increase in the concentrations of toxic pollutants in sediments or aquatic life;
 3. Suspended material in concentrations that cause nuisance or adversely affect beneficial uses;
 4. Bottom deposits or aquatic growths to the extent that such deposits or growths cause nuisance or adversely affect beneficial uses;
 5. Alteration of temperature beyond present natural background levels;
 6. Changes in turbidity that cause nuisance or adversely affect beneficial uses, or increases from normal background light penetration or turbidity greater than 10 percent in areas where natural turbidity is greater than 50 nephelometric turbidity units;
 7. Coloration that causes nuisance or adversely affects beneficial uses;
 8. Visible, floating, suspended, or deposited oil or other products of petroleum origin; or
 9. Toxic or other deleterious substances in concentrations or quantities that cause deleterious effects on wildlife, waterfowl, or other aquatic biota, or render any of these unfit for human consumption, either at levels created in the receiving waters or as a result of biological concentration.
- B. The discharge shall not cause the following limitations to be exceeded in receiving waters at any place within one foot of the water surface:
1. Dissolved Oxygen 7.0 mg/L, minimum
The median dissolved oxygen concentration for any three consecutive months shall not be less than 80% of the dissolved oxygen content at saturation. When natural factors cause concentrations less than that specified above, the discharge shall not cause further reduction in ambient dissolved oxygen concentrations.
 2. Dissolved Sulfide Natural background levels
 3. Nutrients Waters shall not contain biostimulatory substances in concentrations that promote aquatic growths to the extent that such growths cause nuisance or adversely affect beneficial uses.
- C. The discharge shall not cause a violation of any water quality standard for receiving waters adopted by the Regional Water Board or the State Water Resources Control Board (State Water Board) as required by the CWA and regulations adopted thereunder. If more stringent water

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quality standards are promulgated or approved pursuant to CWA section 303, or amendments thereto, the Regional Water Board may revise or modify this Order in accordance with the more stringent standards.

VI. PROVISIONS

A. Standard Provisions

1. The Discharger shall comply with all “Standard Provisions” in Attachment D.
2. The Discharger shall comply with all applicable provisions of the “Regional Standard Provisions, and Monitoring and Reporting Requirements for NPDES Wastewater Discharge Permits” (Attachment G).

B. Monitoring and Reporting

The Discharger shall comply with the MRP (Attachment E) and future revisions thereto and applicable sampling and reporting requirements in Attachments D and G.

C. Special Provisions

1. Reopener Provisions

The Regional Water Board may modify or reopen this Order prior to its expiration date in any of the following circumstances as allowed by law:

- a. If present or future investigations demonstrate that the discharges governed by this Order have or will have a reasonable potential to cause or contribute to, or will cease to have, adverse impacts on water quality or beneficial uses of the receiving waters.
- b. If new or revised water quality objectives or total maximum daily loads (TMDLs) come into effect (whether statewide, regional, or site-specific). In such cases, effluent limitations in this Order may be modified as necessary to reflect the updated water quality objectives and wasteload allocations in the TMDLs. Adoption of the effluent limitations in this Order is not intended to restrict in any way future modifications based on legally-adopted water quality objectives or TMDLs or as otherwise permitted under federal regulations governing NPDES permit modifications.
- c. If translator, dilution, or other water quality studies provide a basis for determining that a permit condition should be modified.
- d. If State Water Board precedential decisions, new policies, new laws, or new regulations are adopted.
- e. If an administrative or judicial decision on a separate NPDES permit or WDRs addresses requirements similar to this discharge.
- f. Or as otherwise authorized by law.

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The Discharger may request a permit modification based on any of the circumstances above. With any such request, the Discharger shall include antidegradation and anti-backsliding analyses.

2. Effluent Characterization Study and Report

- a. Study Elements.** The Discharger shall continue to characterize and evaluate the discharge from the following discharge point to verify that the “no” or “unknown” reasonable potential analysis conclusions of this Order remain valid and to inform the next permit reissuance. The Discharger shall collect representative samples at the monitoring station set forth below, as defined in the MRP, at no less than the frequency specified below:

<u>Discharge Point</u>	<u>Monitoring Location</u>	<u>Minimum Frequency</u>
001	EFF-001 or REC-001	Once

The samples shall be analyzed for the pollutants listed in Attachment G, Table C, except for those pollutants with effluent limitations where the MRP already requires more frequent monitoring, and except for those pollutants for which there are no water quality criteria (see Fact Sheet Table F-6). Samples shall also be analyzed for the pollutants listed in Basin Plan Tables 3-5 and 3-6, except for odor and radioactivity (see Fact Sheet Table F-7). Compliance with this requirement shall be achieved in accordance with the specifications of Attachment G sections III.A.1 and III.A.2.

The Discharger shall evaluate whether concentrations of any of these pollutants significantly increase over past performance. The Discharger shall investigate the cause of any such increase. The investigation may include, but need not be limited to, an increase in monitoring frequency, monitoring of internal process streams, and monitoring of influent sources. The Discharger shall establish remedial measures addressing any increase resulting in reasonable potential to cause or contribute to an excursion above applicable water quality objectives. This requirement may be satisfied through identification of the constituent as a “pollutant of concern” in the Discharger’s Pollutant Minimization Program, described in Provision VI.C.3.

b. Reporting Requirements

- i. Routine Reporting.** The Discharger shall, within 45 days of receipt of analytical results, report the following in the transmittal letter for the appropriate self-monitoring report:
- (a)** Indication that a sample for this study was collected; and
 - (b)** Identity of pollutants detected at or above applicable water quality criteria (see Fact Sheet Tables F-6 and F-7) and the detected concentrations of those pollutants.
- ii. Final Report.** The Discharger shall submit a final report that presents all these data with the application for permit reissuance.

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Wastewater Treatment and Reclamation Plant

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3. Receiving Water Characterization Study and Report

- a. Study Elements.** The Discharger shall characterize and evaluate the receiving water at the following discharge points to verify that the “no” or “unknown” reasonable potential analysis conclusions of this Order remain valid and to inform the next permit reissuance. The Discharger shall collect representative samples at the monitoring stations set forth below, as defined in the MRP, at no less than the frequency specified below:

<u>Monitoring Location</u>	<u>Minimum Frequency</u>
RSW-001	Once
RSW-900	Once

At Monitoring Locations RSW-001 and RSW-900, samples shall be analyzed for the pollutants listed in Attachment G, Table C, except for those pollutants for which there are no water quality criteria (see Fact Sheet Table F-6). At Monitoring Location RSW-900, the samples shall also be analyzed for the pollutants listed in Basin Plan Tables 3-5 and 3-6, except for odor and radioactivity (see Fact Sheet Table F-7). Compliance with this requirement shall be achieved in accordance with the specifications of Attachment G sections III.A.1 and III.A.2.

The Discharger may complete this study on its own or in collaboration with other Napa River dischargers (i.e., the City of Calistoga and the Town of Yountville).

b. Reporting Requirements

- i. Routine Reporting.** The Discharger shall, within 45 days of receipt of analytical results, report the following in the transmittal letter for the appropriate self-monitoring report:
- (a)** Indication that a sample for this study was collected; and
 - (b)** Identity of pollutants detected at or above applicable water quality criteria (see Fact Sheet Tables F-6 and F-7) and the detected concentrations of those pollutants.
- ii. Final Report.** The Discharger shall submit a final report that presents all these data with the application for permit reissuance.

4. Pollutant Minimization Program

- a.** The Discharger shall continue to improve its existing Pollutant Minimization Program to promote minimization of pollutant loadings to the treatment plant and therefore to the receiving waters.
- b.** The Discharger shall submit an annual report no later than February 28 each year. Each annual report shall include at least the following information:
- i. Brief description of treatment plant.** The description shall include the service area and treatment plant processes.

- ii. **Discussion of current pollutants of concern.** Periodically, the Discharger shall analyze its circumstances to determine which pollutants are currently a problem and which pollutants may be potential future problems. This discussion shall include the reasons for choosing the pollutants.
- iii. **Identification of sources for pollutants of concern.** This discussion shall include how the Discharger intends to estimate and identify pollutant sources. The Discharger shall include sources or potential sources not directly within the ability or authority of the Discharger to control, such as pollutants in the potable water supply and air deposition.
- iv. **Identification of tasks to reduce the sources of pollutants of concern.** This discussion shall identify and prioritize tasks to address the Discharger's pollutants of concern. The Discharger may implement the tasks by itself or participate in group, regional, or national tasks that address its pollutants of concern. The Discharger is strongly encouraged to participate in group, regional, or national tasks that address its pollutants of concern whenever it is efficient and appropriate to do so. An implementation timeline shall be included for each task.
- v. **Outreach to employees.** The Discharger shall inform employees about the pollutants of concern, potential sources, and how they might be able to help reduce the discharge of these pollutants of concern into the treatment facilities. The Discharger may provide a forum for employees to provide input.
- vi. **Continuation of Public Outreach Program.** The Discharger shall prepare a pollution prevention public outreach program for its service area. Outreach may include participation in existing community events, such as county fairs; initiating new community events, such as displays and contests during Pollution Prevention Week; conducting school outreach programs; conducting plant tours; and providing public information in newspaper articles or advertisements, radio or television stories or spots, newsletters, utility bill inserts, or web sites. Information shall be specific to target audiences. The Discharger shall coordinate with other agencies as appropriate.
- vii. **Discussion of criteria used to measure Pollutant Minimization Program and task effectiveness.** The Discharger shall establish criteria to evaluate the effectiveness of its Pollutant Minimization Program. This discussion shall identify the specific criteria used to measure the effectiveness of each task in Provisions VI.C.3.b.iii, iv, v, and vi.
- viii. **Documentation of efforts and progress.** This discussion shall detail all of the Discharger's Pollutant Minimization Program activities during the reporting year.
- ix. **Evaluation of Pollutant Minimization Program and task effectiveness.** This Discharger shall use the criteria established in Provision VI.C.3.b.vii to evaluate the program and task effectiveness.
- x. **Identification of specific tasks and timelines for future efforts.** Based on the evaluation, the Discharger shall explain how it intends to continue or change its tasks

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to more effectively reduce the amount of pollutants flowing to the treatment plant and, subsequently, in its effluent.

- c. The Discharger shall develop and conduct a Pollutant Minimization Program as further described below when there is evidence that a priority pollutant is present in the effluent above an effluent limitation (e.g., sample results reported as detected but not quantified [DNQ] when the effluent limitation is less than the method detection limit [MDL], sample results from analytical methods more sensitive than those methods required by this Order, presence of whole effluent toxicity, health advisories for fish consumption, or results of benthic or aquatic organism tissue sampling) and either:
 - i. A sample result is reported as DNQ and the effluent limitation is less than the Reporting Level (RL); or
 - ii. A sample result is reported as not detected (ND) and the effluent limitation is less than the MDL, using definitions in Attachment A and reporting protocols described in the MRP.
- d. If triggered by the reasons set forth in Provision VI.C.3.c, above, the Discharger's Pollutant Minimization Program shall include, but not be limited to, the following actions and submittals:
 - i. Annual review and semi-annual monitoring of potential sources of the reportable priority pollutants, which may include fish tissue monitoring and other bio-uptake sampling or alternative measures when source monitoring is unlikely to produce useful analytical data;
 - ii. Quarterly monitoring for the reportable priority pollutants in the influent to the Facility. The Executive Officer may approve alternative measures when influent monitoring is unlikely to produce useful analytical data;
 - iii. Submittal of a control strategy designed to proceed toward the goal of maintaining concentrations of the reportable priority pollutants in the effluent at or below the effluent limitation;
 - iv. Implementation of appropriate cost-effective control measures for the reportable priority pollutants, consistent with the control strategy; and
 - v. Inclusion of the following specific items within the annual report required by Provision VI.C.3.b above:
 - (a) All Pollutant Minimization Program monitoring results for the previous year;
 - (b) List of potential sources of the reportable priority pollutants;
 - (c) Summary of all actions undertaken pursuant to the control strategy; and
 - (d) Description of actions to be taken in the following year.

5. Special Provisions for Municipal Facilities

a. Sludge and Biosolids Management

- i. All sludge and biosolids shall be disposed of, managed, or reused in a municipal solid waste landfill; through land application; as a Class A compost; through a waste-to-energy facility or another recognized and approved technology; in a sludge-only landfill; or in a sewage sludge incinerator in accordance with 40 C.F.R. part 503.
- ii. Sludge and biosolids treatment, storage, and disposal, or reuse, shall not create a nuisance, such as objectionable odors or flies, or result in groundwater contamination.
- iii. The sludge and biosolids treatment and storage site shall have facilities adequate to divert surface runoff from adjacent areas, to protect site boundaries from erosion, and to prevent any conditions that would cause drainage from the materials in the storage site. Adequate protection is defined as protection from at least a 100-year storm and the highest possible tidal stage that may occur.
- iv. Sludge or biosolids disposed in a municipal solid waste landfill shall meet the requirements of 40 C.F.R. part 258.
- v. This Order does not authorize permanent onsite sludge or biosolids storage or disposal. A Report of Waste Discharge shall be filed and the site brought into compliance with all applicable regulations prior to commencement of any such activity.

- b. **Collection System Management.** The Discharger shall properly operate and maintain its collection system (see Attachment D section I.D). The Discharger shall report any noncompliance (see Attachment D sections V.E.1 and V.E.2) and mitigate any discharge from its collection system that violates this Order (see Attachment D section I.C).

The *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* (General Collection System WDRs), State Water Board Order No. 2006-0003 DWQ as amended by State Water Board Order No. WQ 2013-0058-EXEC, has requirements for operation and maintenance of separate sanitary sewer collection systems and for reporting and mitigating sanitary sewer overflows from the separate sanitary sewer portion of the Discharger's collection system. While the Discharger must comply with both the General Collection System WDRs and this Order, the General Collection System WDRs more clearly and specifically stipulate requirements for operation and maintenance and for reporting and mitigating sanitary sewer overflows. Implementation of the General Collection System WDRs for proper operation and maintenance and mitigation of sanitary sewer overflows will satisfy the corresponding federal NPDES requirements specified in Attachment D (as supplemented by Attachment G). Following the notification and reporting requirements in the General Collection System WDRs will satisfy the corresponding NPDES reporting requirements specified in Attachment D (as supplemented by Attachment G) for sanitary sewer overflows from the separate sanitary sewer portion of the collection system.

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- c. **Wastewater Impoundment Integrity.** The Discharger shall take measures necessary to ensure that any impoundment the Discharger uses for storage or treatment of untreated or partially-treated wastewater is sufficiently water tight to prevent leakage of wastewater to groundwater. This shall include inspection and testing of liner integrity prior to putting back into service any impoundment that has been out of service and dry for one month or longer and any necessary routine maintenance and inspection of impoundments while in service.
- d. **Standard Operating Procedures for Resource Recovery.** If the Discharger receives hauled-in anaerobically-digestible material for injection into an anaerobic digester, the Discharger shall notify the Regional Water Board and develop and implement Standard Operating Procedures for this activity. The Standard Operating Procedures shall be developed prior to initiation of hauling. The Standard Operating Procedures shall address material handling, including unloading, screening or other processing prior to anaerobic digestion, and transportation; spill prevention; spill response; avoidance of the introduction of materials that could cause interference, pass through, or upset of the treatment processes; avoidance of prohibited material; vector control; odor control; operation and maintenance; and the disposition of any solid waste segregated from introduction to the digester. The Discharger shall train its staff on the Standard Operating Procedures and maintain records for a minimum of three years for each load received, describing the hauler, waste type, and quantity received. In addition, the Discharger shall maintain records for a minimum of three years for the disposition, location, and quantity of cumulative pre-digestion segregated solid waste hauled offsite.

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ATTACHMENT A – DEFINITIONS

Arithmetic Mean (μ)

Also called the average, the sum of measured values divided by the number of samples. For ambient water concentrations, the arithmetic mean is calculated as follows:

Arithmetic mean = $\mu = \Sigma x / n$ where: Σx is the sum of the measured ambient water concentrations, and n is the number of samples.

Average Monthly Effluent Limitation (AMEL)

The highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Effluent Limitation (AWEL)

The highest allowable average of daily discharges over a calendar week (Sunday through Saturday), calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Bioaccumulative

Taken up by an organism from its surrounding medium through gill membranes, epithelial tissue, or from food and subsequently concentrated and retained in the body of the organism.

Carcinogenic

Known to cause cancer in living organisms.

Coefficient of Variation

Measure of data variability calculated as the estimated standard deviation divided by the arithmetic mean of the observed values.

Daily Discharge

Either: (1) the total mass of the constituent discharged over the calendar day (12:00 am through 11:59 pm) or any 24-hour period that reasonably represents a calendar day for purposes of sampling (as specified in the permit) for a constituent with limitations expressed in units of mass; or (2) the unweighted arithmetic mean measurement of the constituent over the day for a constituent with limitations expressed in other units of measurement (e.g., concentration).

The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day.

For composite sampling, if 1 day is defined as a 24-hour period other than a calendar day, the analytical result for the 24-hour period is considered the result for the calendar day in which the 24-hour period ends.

Detected, but Not Quantified (DNQ)

Sample result less than the RL, but greater than or equal to the laboratory's MDL. Sample results reported as DNQ are estimated concentrations.

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Dilution Credit

Amount of dilution granted to a discharge in the calculation of a water quality-based effluent limitation, based on the allowance of a specified mixing zone. It is calculated from the dilution ratio or determined by conducting a mixing zone study or modeling the discharge and receiving water.

Effluent Concentration Allowance (ECA)

Value derived from the water quality criterion/objective, dilution credit, and ambient background concentration that is used, in conjunction with the CV for the effluent monitoring data, to calculate a long-term average (LTA) discharge concentration. The ECA has the same meaning as waste load allocation (WLA) as used in U.S. EPA guidance (*Technical Support Document For Water Quality-based Toxics Control*, March 1991, second printing, EPA/505/2-90-001).

Enclosed Bay

Indentation along the coast that encloses an area of oceanic water within a distinct headlands or harbor works. Enclosed bays include all bays where the narrowest distance between the headlands or outermost harbor works is less than 75 percent of the greatest dimension of the enclosed portion of the bay. Enclosed bays include, but are not limited to, Humboldt Bay, Bodega Harbor, Tomales Bay, Drake's Estero, San Francisco Bay, Morro Bay, Los Angeles-Long Beach Harbor, Upper and Lower Newport Bay, Mission Bay, and San Diego Bay. Enclosed bays do not include inland surface waters or ocean waters.

Estimated Chemical Concentration

Concentration that results from the confirmed detection of the substance below the ML value by the analytical method.

Estuaries

Waters, including coastal lagoons, located at the mouths of streams that serve as areas of mixing for fresh and ocean waters. Coastal lagoons and mouths of streams that are temporarily separated from the ocean by sandbars are considered estuaries. Estuarine waters are considered to extend from a bay or the open ocean to a point upstream where there is no significant mixing of fresh water and seawater. Estuarine waters include, but are not limited to, the Sacramento-San Joaquin Delta, as defined in Water Code section 12220, Suisun Bay, Carquinez Strait downstream to the Carquinez Bridge, and appropriate areas of the Smith, Mad, Eel, Noyo, Russian, Klamath, San Diego, and Otay rivers. Estuaries do not include inland surface waters or ocean waters.

Inland Surface Waters

All surface waters of the state that do not include the ocean, enclosed bays, or estuaries.

Instantaneous Maximum Effluent Limitation

Highest allowable value for any single grab sample or aliquot (i.e., each grab sample or aliquot is independently compared to the instantaneous maximum limitation).

Instantaneous Minimum Effluent Limitation

Lowest allowable value for any single grab sample or aliquot (i.e., each grab sample or aliquot is independently compared to the instantaneous minimum limitation).

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Maximum Daily Effluent Limitation (MDEL)

Highest allowable daily discharge of a pollutant, over a calendar day (or 24-hour period). For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the arithmetic mean measurement of the pollutant over the day.

Median

Middle measurement in a set of data. The median of a set of data is found by first arranging the measurements in order of magnitude (either increasing or decreasing order). If the number of measurements (n) is odd, then the median = $X_{(n+1)/2}$. If n is even, then the median = $(X_{n/2} + X_{(n/2)+1})/2$ (i.e., the midpoint between $n/2$ and $n/2+1$).

Method Detection Limit (MDL)

Minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in 40 C.F.R. part 136, Attachment B, revised as of July 3, 1999.

Minimum Level (ML)

Concentration at which the entire analytical system gives a recognizable signal and acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

Mixing Zone

Limited volume of receiving water allocated for mixing with a wastewater discharge where water quality criteria can be exceeded without causing adverse effects to the overall water body.

Not Detected (ND)

Sample results less than the laboratory's MDL.

Persistent Pollutants

Substances for which degradation or decomposition in the environment is nonexistent or very slow.

Pollutant Minimization Program

Program of waste minimization and pollution prevention actions that include, but are not limited to, product substitution, waste stream recycling, alternative waste management methods, and education of the public and businesses. The goal of the Pollutant Minimization Program is to reduce all potential sources of a priority pollutant through pollutant minimization (control) strategies, including pollution prevention measures as appropriate, to maintain the effluent concentration at or below the water quality-based effluent limitation. Pollution prevention measures may be particularly appropriate for persistent bioaccumulative priority pollutants where there is evidence that beneficial uses are being impacted. Cost effectiveness may be considered when establishing the requirements of a Pollutant Minimization Program. The completion and implementation of a Pollution Prevention Plan, if required pursuant to Water Code section 13263.3(d), is considered to fulfill Pollutant Minimization Program requirements.

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Pollution Prevention

Any action that causes a net reduction in the use or generation of a hazardous substance or other pollutant that is discharged into water and includes, but is not limited to, input change, operational improvement, production process change, and product reformulation (as defined in Water Code section 13263.3). Pollution prevention does not include actions that merely shift a pollutant in wastewater from one environmental medium to another environmental medium, unless clear environmental benefits of such an approach are identified to the satisfaction of the State Water Board or Regional Water Board.

Reporting Level (RL)

ML (and its associated analytical method) chosen by the Discharger for reporting and compliance determination from the MLs included in this Order, including an additional factor if applicable as discussed herein. The MLs included in this Order correspond to approved analytical methods for reporting a sample result that are selected by the Regional Water Board either from SIP Appendix 4 in accordance with SIP section 2.4.2 or established in accordance with SIP section 2.4.3. The ML is based on the proper application of method-based analytical procedures for sample preparation and the absence of any matrix interferences. Other factors may be applied to the ML depending on the specific sample preparation steps employed. For example, the treatment typically applied in cases where there are matrix-effects is to dilute the sample or sample aliquot by a factor of ten. In such cases, this additional factor must be applied to the ML in the computation of the RL.

Source of Drinking Water

Any water designated as having a municipal or domestic supply (MUN) beneficial use.

Standard Deviation (σ)

Measure of variability calculated as follows:

$$\sigma = (\sum[(x - \mu)^2]/(n - 1))^{0.5}$$

where:

x is the observed value;

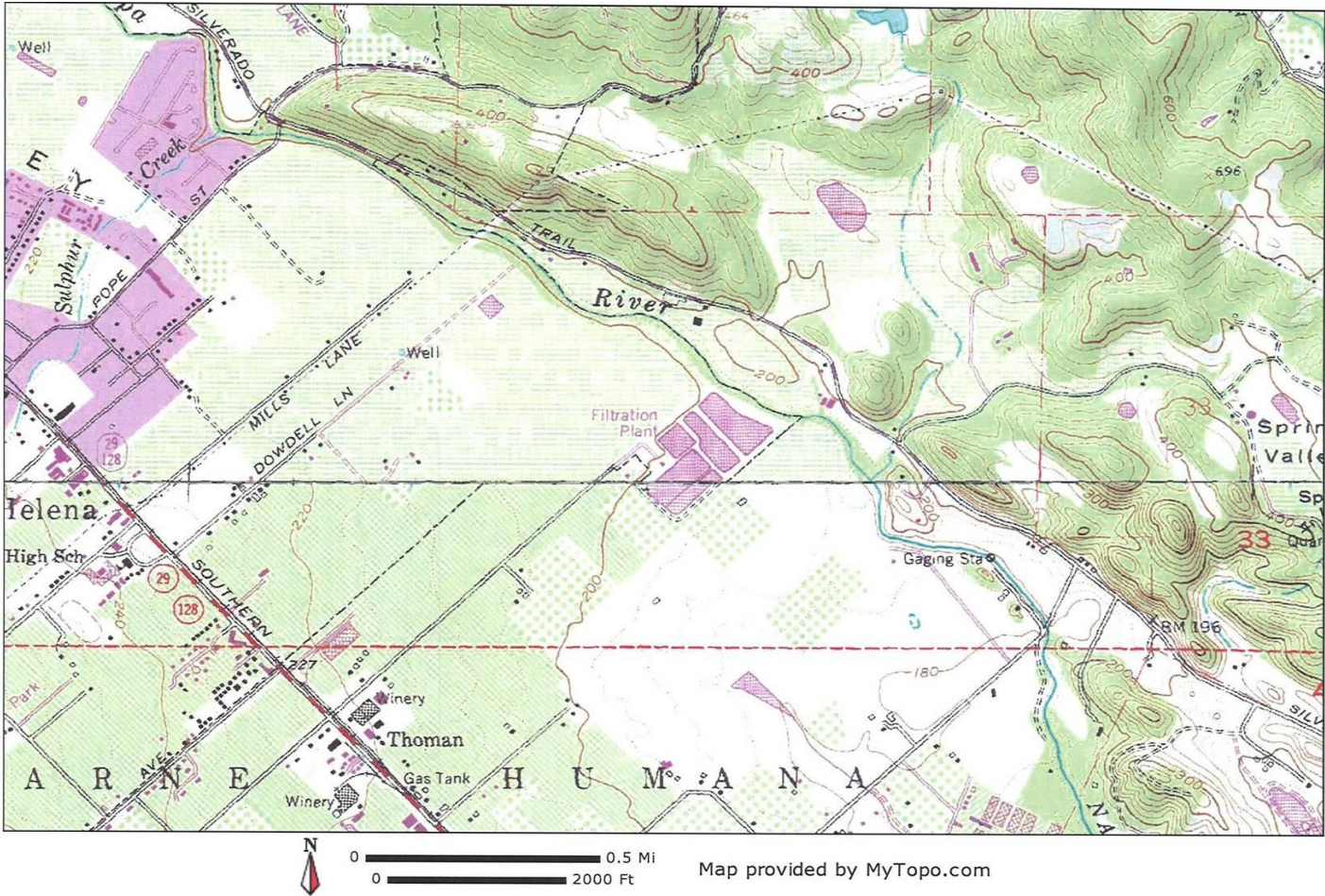
μ is the arithmetic mean of the observed values; and

n is the number of samples.

Toxicity Reduction Evaluation (TRE)

Study conducted in a step-wise process designed to identify the causative agents of effluent or ambient toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in toxicity. The first steps of the TRE consist of the collection of data relevant to the toxicity, including additional toxicity testing, and an evaluation of facility operations and maintenance practices, and best management practices. A Toxicity Identification Evaluation (TIE) may be required as part of the TRE, if appropriate. A TIE is a set of procedures to identify the specific chemicals responsible for toxicity. These procedures are performed in three phases (characterization, identification, and confirmation) using aquatic organism toxicity tests.

ATTACHMENT B – FACILITY MAP



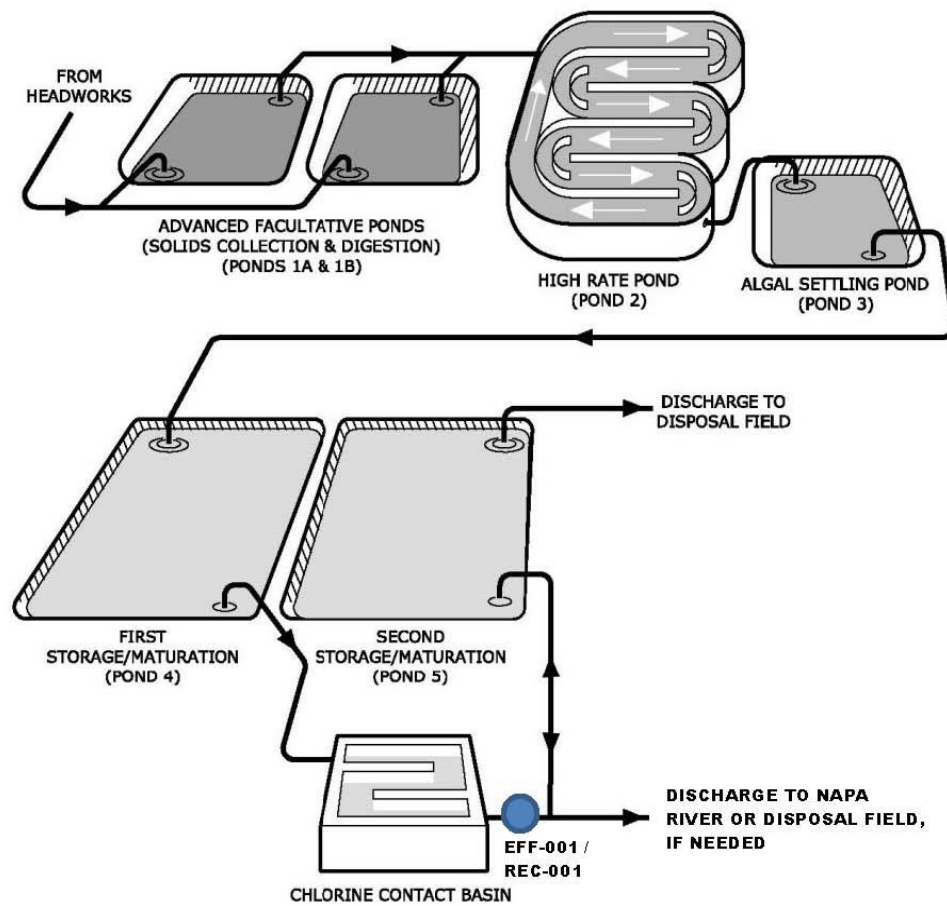
Attachment B – Facility Map

B-1

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ATTACHMENT C – PROCESS FLOW DIAGRAM



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ATTACHMENT D –STANDARD PROVISIONS

I. STANDARD PROVISIONS – PERMIT COMPLIANCE

A. Duty to Comply

1. The Discharger must comply with all of the terms, requirements, and conditions of this Order. Any noncompliance constitutes a violation of the Clean Water Act (CWA) and the California Water Code and is grounds for enforcement action; permit termination, revocation and reissuance, or modification; denial of a permit renewal application; or a combination thereof. (40 C.F.R. § 122.41(a); Wat. Code §§ 13261, 13263, 13265, 13268, 13000, 13001, 13304, 13350, 13385.)
2. The Discharger shall comply with effluent standards or prohibitions established under CWA section 307(a) for toxic pollutants and with standards for sewage sludge use or disposal established under CWA section 405(d) within the time provided in the regulations that establish these standards or prohibitions, even if this Order has not yet been modified to incorporate the requirement. (40 C.F.R. § 122.41(a)(1).)

B. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a Discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Order. (40 C.F.R. § 122.41(c).)

C. Duty to Mitigate

The Discharger shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this Order that has a reasonable likelihood of adversely affecting human health or the environment. (40 C.F.R. § 122.41(d).)

D. Proper Operation and Maintenance

The Discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Discharger to achieve compliance with the conditions of this Order. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by a Discharger only when necessary to achieve compliance with the conditions of this Order. (40 C.F.R. § 122.41(e).)

E. Property Rights

1. This Order does not convey any property rights of any sort or any exclusive privileges. (40 C.F.R. § 122.41(g).)
2. The issuance of this Order does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations. (40 C.F.R. § 122.5(c).)

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F. Inspection and Entry

The Discharger shall allow the Regional Water Board, State Water Board, U.S. EPA, and/or their authorized representatives (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents, as may be required by law, to (33 U.S.C. § 1318(a)(4)(B); 40 C.F.R. § 122.41(i); Wat. Code, §§ 13267, 13383):

1. Enter upon the Discharger's premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order (33 U.S.C. § 1318(a)(4)(B)(i); 40 C.F.R. § 122.41(i)(1); Wat. Code, §§ 13267, 13383);
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order (33 U.S.C. § 1318(a)(4)(B)(ii); 40 C.F.R. § 122.41(i)(2)); Wat. Code, §§ 13267, 13383);
3. Inspect and photograph, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order (33 U.S.C. § 1318(a)(4)(B)(ii); 40 C.F.R. § 122.41(i)(3); Wat. Code, §§ 13267, 13383); and
4. Sample or monitor, at reasonable times, for the purposes of ensuring Order compliance or as otherwise authorized by the CWA or the Water Code, any substances or parameters at any location. (33 U.S.C. § 1318(a)(4)(B); 40 C.F.R. § 122.41(i)(4); Wat. Code, §§ 13267, 13383.)

G. Bypass

1. Definitions

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility. (40 C.F.R. § 122.41(m)(1)(i).)
- b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities, which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 C.F.R. § 122.41(m)(1)(ii).)
2. **Bypass not exceeding limitations.** The Discharger may allow any bypass to occur which does not cause exceedances of effluent limitations, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions listed in Standard Provisions – Permit Compliance I.G.3, I.G.4, and I.G.5 below. (40 C.F.R. § 122.41(m)(2).)
3. **Prohibition of bypass.** Bypass is prohibited, and the Regional Water Board may take enforcement action against a Discharger for bypass, unless (40 C.F.R. § 122.41(m)(4)(i)):
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage (40 C.F.R. § 122.41(m)(4)(i)(A));
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of

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equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance (40 C.F.R. § 122.41(m)(4)(i)(B)); and

- c. The Discharger submitted notice to the Regional Water Board as required under Standard Provisions – Permit Compliance I.G.5 below. (40 C.F.R. § 122.41(m)(4)(i)(C).)
4. **Approval.** The Regional Water Board may approve an anticipated bypass, after considering its adverse effects, if the Regional Water Board determines that it will meet the three conditions listed in Standard Provisions—Permit Compliance I.G.3 above. (40 C.F.R. § 122.41(m)(4)(ii).)

5. Notice

- a. **Anticipated bypass.** If the Discharger knows in advance of the need for a bypass, it shall submit a notice, if possible at least 10 days before the date of the bypass. (40 C.F.R. § 122.41(m)(3)(i).)
- b. **Unanticipated bypass.** The Discharger shall submit notice of an unanticipated bypass as required in Standard Provisions - Reporting V.E below (24-hour notice). (40 C.F.R. § 122.41(m)(3)(ii).)

H. Upset

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Discharger. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. (40 C.F.R. § 122.41(n)(1).)

- 1. **Effect of an upset.** An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Standard Provisions – Permit Compliance I.H.2 below are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. (40 C.F.R. § 122.41(n)(2).)
- 2. **Conditions necessary for a demonstration of upset.** A Discharger who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that (40 C.F.R. § 122.41(n)(3)):
 - a. An upset occurred and that the Discharger can identify the cause(s) of the upset (40 C.F.R. § 122.41(n)(3)(i));
 - b. The permitted facility was, at the time, being properly operated (40 C.F.R. § 122.41(n)(3)(ii));
 - c. The Discharger submitted notice of the upset as required in Standard Provisions—Reporting V.E.2.b below (24-hour notice) (40 C.F.R. § 122.41(n)(3)(iii)); and

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- d. The Discharger complied with any remedial measures required under Standard Provisions—Permit Compliance I.C above. (40 C.F.R. § 122.41(n)(3)(iv).)

- 3. **Burden of proof.** In any enforcement proceeding, the Discharger seeking to establish the occurrence of an upset has the burden of proof. (40 C.F.R. § 122.41(n)(4).)

II. STANDARD PROVISIONS—PERMIT ACTION

A. General

This Order may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Discharger for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Order condition. (40 C.F.R. § 122.41(f).)

B. Duty to Reapply

If the Discharger wishes to continue an activity regulated by this Order after the expiration date of this Order, the Discharger must apply for and obtain a new permit. (40 C.F.R. § 122.41(b).)

C. Transfers

This Order is not transferable to any person except after notice to the Regional Water Board. The Regional Water Board may require modification or revocation and reissuance of the Order to change the name of the Discharger and incorporate such other requirements as may be necessary under the CWA and the Water Code. (40 C.F.R. §§ 122.41(l)(3), 122.61.)

III. STANDARD PROVISIONS – MONITORING

- A. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. (40 C.F.R. § 122.41(j)(1).)
- B. Monitoring must be conducted according to test procedures approved under 40 C.F.R. part 136 for the analyses of pollutants unless another method is required under 40 C.F.R. chapter 1, subchapters N or O. Monitoring must be conducted according to sufficiently sensitive test methods approved under 40 C.F.R. part 136 for the analysis of pollutants or pollutant parameters or required under 40 C.F.R. chapter 1, subchapter N or O. For the purposes of this paragraph, a method is sufficiently sensitive when:
 - 1. The method minimum level (ML) is at or below the level of the effluent limitation established in the permit for the measured pollutant or pollutant parameter, and either (a) the method ML is at or below the level of the applicable water quality criterion for the measured pollutant or pollutant parameter, or (b) the method ML is above the applicable water quality criterion but the amount of the pollutant or pollutant parameter in a facility's discharge is high enough that the method detects and quantifies the level of the pollutant or pollutant parameter in the discharge; or
 - 2. The method has the lowest ML of the analytical methods approved under 40 C.F.R. part 136 or required under 40 C.F.R. chapter 1, subchapter N or O for the measured pollutant or pollutant parameter.

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In the case of pollutants for which there are no approved methods under 40 C.F.R. part 136 or otherwise required under 40 C.F.R. chapter 1, subchapters N or O, monitoring must be conducted according to a test procedure specified in this Order for such pollutants. (40 C.F.R. §§ 122.21(e)(3), 122.41(j)(4), 122.44(i)(1)(iv).)

IV. STANDARD PROVISIONS—RECORDS

- A.** Except for records of monitoring information required by this Order related to the Discharger's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 C.F.R. part 503), the Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Regional Water Board Executive Officer at any time. (40 C.F.R. § 122.41(j)(2).)
- B.** Records of monitoring information shall include the following:
 - 1.** The date, exact place, and time of sampling or measurements (40 C.F.R. § 122.41(j)(3)(i));
 - 2.** The individual(s) who performed the sampling or measurements (40 C.F.R. § 122.41(j)(3)(ii));
 - 3.** The date(s) the analyses were performed (40 C.F.R. § 122.41(j)(3)(iii));
 - 4.** The individual(s) who performed the analyses (40 C.F.R. § 122.41(j)(3)(iv));
 - 5.** The analytical techniques or methods used (40 C.F.R. § 122.41(j)(3)(v)); and
 - 6.** The results of such analyses. (40 C.F.R. § 122.41(j)(3)(vi).)
- C.** Claims of confidentiality for the following information will be denied (40 C.F.R. § 122.7(b)):
 - 1.** The name and address of any permit applicant or Discharger (40 C.F.R. § 122.7(b)(1)); and
 - 2.** Permit applications and attachments, permits, and effluent data. (40 C.F.R. § 122.7(b)(2).)

V. STANDARD PROVISIONS—REPORTING

A. Duty to Provide Information

The Discharger shall furnish to the Regional Water Board, State Water Board, or U.S. EPA within a reasonable time, any information which the Regional Water Board, State Water Board, or U.S. EPA may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order or to determine compliance with this Order. Upon request, the Discharger shall also furnish to the Regional Water Board, State Water Board, or U.S. EPA copies of records required to be kept by this Order. (40 C.F.R. § 122.41(h); Wat. Code, §§ 13267, 13383.)

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B. Signatory and Certification Requirements

1. All applications, reports, or information submitted to the Regional Water Board, State Water Board, and/or U.S. EPA shall be signed and certified in accordance with Standard Provisions—Reporting V.B.2, V.B.3, V.B.4, and V.B.5 below. (40 C.F.R. § 122.41(k).)
2. For a corporation, all permit applications shall be signed by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. (40 C.F.R. § 122.22(a)(1).)

For a partnership or sole proprietorship, all permit applications shall be signed by a general partner or the proprietor, respectively. (40 C.F.R. § 122.22(a)(2).)

For a municipality, state, federal, or other public agency, all permit applications shall be signed by either a principal executive officer or ranking elected official. For purposes of this provision, a principal executive officer of a federal agency includes (i) the chief executive officer of the agency, or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of U.S. EPA). (40 C.F.R. § 122.22(a)(3).)

3. All reports required by this Order and other information requested by the Regional Water Board, State Water Board, or U.S. EPA shall be signed by a person described in Standard Provisions – Reporting V.B.2 above, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described in Standard Provisions—Reporting V.B.2 above (40 C.F.R. § 122.22(b)(1));
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) (40 C.F.R. § 122.22(b)(2)); and
 - c. The written authorization is submitted to the Regional Water Board and State Water Board. (40 C.F.R. § 122.22(b)(3).)

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4. If an authorization under Standard Provisions – Reporting V.B.3 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Standard Provisions—Reporting V.B.3 above must be submitted to the Regional Water Board and State Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative. (40 C.F.R. § 122.22(c).)
5. Any person signing a document under Standard Provisions—Reporting V.B.2 or V.B.3 above shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.” (40 C.F.R. § 122.22(d).)

C. Monitoring Reports

1. Monitoring results shall be reported at the intervals specified in the Monitoring and Reporting Program in this Order. (40 C.F.R. § 122.22(l)(4).)
2. Monitoring results must be reported on a Discharge Monitoring Report (DMR) form or forms provided or specified by the Regional Water Board or State Water Board for reporting results of monitoring of sludge use or disposal practices. (40 C.F.R. § 122.41(l)(4)(i).)
3. If the Discharger monitors any pollutant more frequently than required by this Order using test procedures approved under 40 C.F.R. part 136, or another method required for an industry-specific waste stream under 40 C.F.R. subchapters N or O, the results of such monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Regional Water Board. (40 C.F.R. § 122.41(l)(4)(ii).)
4. Calculations for all limitations, which require averaging of measurements, shall utilize an arithmetic mean unless otherwise specified in this Order. (40 C.F.R. § 122.41(l)(4)(iii).)

D. Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this Order, shall be submitted no later than 14 days following each schedule date. (40 C.F.R. § 122.41(l)(5).)

E. Twenty-Four Hour Reporting

1. The Discharger shall report any noncompliance that may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the Discharger becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Discharger becomes aware of the circumstances. The written

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submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. (40 C.F.R. § 122.41(l)(6)(i).)

2. The following shall be included as information that must be reported within 24 hours under this paragraph (40 C.F.R. § 122.41(l)(6)(ii)):
 - a. Any unanticipated bypass that exceeds any effluent limitation in this Order. (40 C.F.R. § 122.41(l)(6)(ii)(A).)
 - b. Any upset that exceeds any effluent limitation in this Order. (40 C.F.R. § 122.41(l)(6)(ii)(B).)
3. The Regional Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours. (40 C.F.R. § 122.41(l)(6)(iii).)

F. Planned Changes

The Discharger shall give notice to the Regional Water Board as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required under this provision only when (40 C.F.R. § 122.41(l)(1)):

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 C.F.R. section 122.29(b) (40 C.F.R. § 122.41(l)(1)(i)); or
2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in this Order. (Alternatively, for an existing manufacturing, commercial, mining, or silvicultural discharge as referenced in 40 C.F.R. section 122.42(a), this notification applies to pollutants that are subject neither to effluent limitations in this Order nor to notification requirements under 40 C.F.R. section 122.42(a)(1) (see Additional Provisions—Notification Levels VII.A.1).) (40 C.F.R. § 122.41(l)(1)(ii).)
3. The alteration or addition results in a significant change in the Discharger's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 C.F.R. § 122.41(l)(1)(iii).)

G. Anticipated Noncompliance

The Discharger shall give advance notice to the Regional Water Board or State Water Board of any planned changes in the permitted facility or activity that may result in noncompliance with this Order's requirements. (40 C.F.R. § 122.41(l)(2).)

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H. Other Noncompliance

The Discharger shall report all instances of noncompliance not reported under Standard Provisions—Reporting V.C, V.D, and V.E above at the time monitoring reports are submitted. The reports shall contain the information listed in Standard Provision—Reporting V.E above. (40 C.F.R. § 122.41(l)(7).)

I. Other Information

When the Discharger becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Regional Water Board, State Water Board, or U.S. EPA, the Discharger shall promptly submit such facts or information. (40 C.F.R. § 122.41(l)(8).)

VI. STANDARD PROVISIONS – ENFORCEMENT

- A. The Regional Water Board is authorized to enforce the terms of this permit under several provisions of the Water Code, including, but not limited to, sections 13268, 13385, 13386, and 13387.

VII. ADDITIONAL PROVISIONS—NOTIFICATION LEVELS

A. Publicly-Owned Treatment Works (POTWs)

All POTWs shall provide adequate notice to the Regional Water Board of the following (40 C.F.R. § 122.42(b)):

1. Any new introduction of pollutants into the POTW from an indirect discharger that would be subject to CWA sections 301 or 306 if it were directly discharging those pollutants (40 C.F.R. § 122.42(b)(1)); and
2. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of adoption of this Order. (40 C.F.R. § 122.42(b)(2).)
3. Adequate notice shall include information on the quality and quantity of effluent introduced into the POTW as well as any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW. (40 C.F.R. § 122.42(b)(3).)

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP)

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Clean Water Act section 308 and 40 C.F.R. sections 122.41(h), 122.41(j)-(l), 122.44(i), and 122.48 require that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Regional Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. This MRP establishes monitoring, reporting, and recordkeeping requirements that implement federal and State laws and regulations.

I. GENERAL MONITORING PROVISIONS

- A.** The Discharger shall comply with this MRP. The Executive Officer may amend this MRP pursuant to 40 C.F.R. sections 122.62, 122.63, and 124.5. If any discrepancies exist between this MRP and the “Regional Standard Provisions, and Monitoring and Reporting Requirements (Supplement to Attachment D) for NPDES Wastewater Discharge Permits” (Attachment G), this MRP shall prevail.
- B.** The Discharger shall conduct all monitoring in accordance with Attachment D, section III, as supplemented by Attachment G. Equivalent test methods must be more sensitive than those specified in 40 C.F.R. section 136 and must be specified in this permit.

II. MONITORING LOCATIONS

The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

Table E-1. Monitoring Locations

Monitoring Location Type	Monitoring Location Name	Monitoring Location Description
Influent	INF-001	Any point in the plant at which all waste tributary to the treatment system is present and preceding any phase of treatment that may alter the influent character.
Effluent	EFF-001	Any point after full treatment, including disinfection, that represents all wastewater discharged to the Napa River at Discharge Point No. 001.
Effluent	REC-001	Any point after full treatment, including disinfection, that represents all wastewater directed to irrigation fields or recycled (excluding internal recycle at the treatment plant), and thus not discharged to the Napa River at Discharge Point No. 001.
Receiving Water	RSW-001	Any point in the Napa River upstream of Discharge Point No 001.
Receiving Water	RSW-002	A point in the Napa River approximately 600 feet downstream of Discharge Point No. 001.
Receiving Water	RSW-900	Any point or points in the Napa River for the purpose of collecting data for the Receiving Water Characterization Study identified in Provision VI.C.3 of the Order.
Biosolids	BIO-001	Any point following onsite biosolids processing.

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III. INFLUENT MONITORING REQUIREMENTS

The Discharger shall monitor plant influent at Monitoring Location INF-001 as follows:

Table E-2. Influent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency
Flow ^[1]	MGD	Continuous	Continuous/D
Biochemical Oxygen Demand (5-day @ 20°C)	mg/L	C-24	3/Week ^[2]
Total Suspended Solids	mg/L	C-24	3/Week ^[2]

Abbreviations:

MGD = million gallons per day
mg/L = milligrams per liter
C-24 = 24-hour composite sample
Continuous/D = measured continuously, and recorded and reported daily
1/Week = once per week

Footnotes:

^[1] Flow shall be monitored continuously and the following information shall be reported in monthly self-monitoring reports:

- Daily average flow (MGD)
- Monthly average flow (MGD)
- Total monthly flow volume (MG)
- Maximum daily average flow rates (MGD)

^[2] The Discharger shall collect influent samples on the same days as effluent samples. The monitoring frequency may be decreased to once per quarter when not discharging to the Napa River.

IV. EFFLUENT MONITORING REQUIREMENTS

A. Discharges to Napa River

When discharging to the Napa River, the Discharger shall monitor plant effluent at Monitoring Location EFF-001 as follows. When the minimum sampling frequency is weekly, monthly, or quarterly, at least one sample is required for any weekly, monthly, or quarterly period in which a discharge to Discharge Point No. 001 occurs.

Table E-3. Effluent Monitoring—Monitoring Location EFF-001

Parameter	Units	Sample Type	Minimum Sampling Frequency
Flow ^[1]	MGD	Continuous	Continuous/D
Biochemical Oxygen Demand (5-day @ 20°C)	mg/L	C-24	3/Week
Total Suspended Solids	mg/L	C-24	3/Week
Oil and Grease	mg/L	C-24	1/Quarter ^[2]
Total Coliform Bacteria	MPN/100 mL ^[3]	Grab	3/Week
Ammonia, Total	mg/L as N	C-24	1/Quarter ^[4]
pH	standard units	Grab	1/Day ^[4,5]
Temperature	°C	Grab	1/Quarter ^[4]
Acute Toxicity ^[6]	% survival	C-24	1/Quarter
Chlorine Residual ^[7]	mg/L	Continuous or Grab	1/Day or Continuous/2H
Copper	µg/L	C-24	1/Month
Cyanide ^[8]	µg/L	Grab	1/Month
River Flow-to-Effluent Flow Ratio ^[9]	---	Calculated	1/Day

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Abbreviations:

MGD = million gallons per day
mg/L = milligrams per liter
µg/L = micrograms per liter
mg/L as N = milligrams per liter as nitrogen
°C = degrees Celsius
% survival = percent survival
C-24 = 24-hour composite
Grab = grab sample
Continuous/D = measured continuously, and recorded and reported daily
Continuous/2H = measured continuously or, if infeasible, at least every 2 hours
1/Day = once per day
3/Week = three times per week
1/Month = once per month
1/Quarter = once per quarter

Footnotes:

- [1] Flow shall be monitored continuously and the following information shall be reported in self-monitoring reports:
- Daily average flow (MGD)
 - Monthly average flow (MGD)
 - Total monthly flow volume (MG)
 - Maximum daily average flow rates (MGD)
- [2] Oil and grease sampling and analysis shall be conducted in accordance with U.S. EPA Method 1664A.
- [3] Results may be reported as Colony Forming Units/100 milliliters (CFU/100 mL) if the laboratory method used provides results in CFU/100 mL.
- [4] Ammonia monitoring shall occur concurrently with pH and temperature monitoring.
- [5] If pH is monitored continuously, the minimum and maximum pH values for each day shall be reported in self-monitoring reports.
- [6] Acute bioassay tests shall be performed in accordance with MRP section V.A.
- [7] Effluent residual chlorine concentrations shall be monitored once per day by grab sample from the recycled water storage pond, or continuously, or at a minimum every other hour, immediately following dechlorination. The Discharger shall describe all excursions of the chlorine limit in the transmittal letter of self-monitoring reports as required by Attachment G section V.C.1.a. If monitoring continuously, the Discharger shall report through data upload to CIWQS, from discrete readings of the continuous monitoring every hour on the hour, the maximum for each day and any other discrete hourly reading that exceed the effluent limit, and, for the purpose of mandatory minimum penalties required by Water Code section 13385(i), compliance shall be based only on these discrete readings. The Discharger shall retain continuous monitoring readings for at least three years. The Regional Water Board reserves the right to use all continuous monitoring data for discretionary enforcement.
- [8] The Discharger may, at its option, analyze for cyanide as Weak Acid Dissociable Cyanide using protocols specified in Standard Method Part 4500-CN-I, USEPA Method OI 1677, or an equivalent method in the latest edition.
- [9] The Discharger shall calculate and report the river flow-to-effluent flow ratio once per day when discharging to the Napa River. The river flow-to-effluent flow ratio shall be calculated as the ratio of the instantaneous flow of the Napa River measured at USGS Station No. 11458000 (at 8 a.m. every morning) to the average effluent flow during the previous 24 hours (8 a.m. to 8 a.m.) measured at Monitoring Location EFF-001.

B. Discharges to Irrigation Fields or Reused Offsite

The Discharger shall monitor plant effluent flow at Monitoring Location REC-001 continuously and the following information shall be reported in self-monitoring reports:

- Daily average flow (MGD)
- Monthly average flow (MGD)
- Total monthly flow volume (MG)
- Maximum daily average flow (MGD)

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V. WHOLE EFFLUENT ACUTE TOXICITY TESTING REQUIREMENTS

- A. Compliance with the whole effluent acute toxicity effluent limitations at Discharge Point No. 001 shall be evaluated at Monitoring Location EFF-001 by measuring survival of test organisms exposed to 96-hour static renewal bioassays.
- B. Test organisms shall be fathead minnow (*Pimephales promelas*). Alternatively, the Executive Officer may specify a more sensitive organism or, if testing a particular organism proves unworkable, the most sensitive organism available.
- C. Bioassays shall be performed according to the most up-to-date protocols in 40 C.F.R. part 136, currently *Methods for Measuring the Acute Toxicity of Effluents and Receiving Water to Freshwater and Marine Organisms*, 5th Edition (EPA-821-R-02-012). If these protocols prove unworkable, the Executive Officer and the Environmental Laboratory Accreditation Program may grant exceptions in writing upon the Discharger's request with justification.
- D. If the Discharger demonstrates that specific identifiable substances in the discharge are rapidly rendered harmless upon discharge to the receiving water, compliance with the acute toxicity limit may be determined after test samples are adjusted to remove the influence of those substances. Written acknowledgement that the Executive Officer concurs with the Discharger's demonstration and that the adjustment will not remove the influence of other substances must be obtained prior to any such adjustment. The Discharger may manually adjust the pH of whole effluent acute toxicity samples prior to performing bioassays to minimize ammonia toxicity interference.
- E. The sample may be taken from final secondary effluent prior to disinfection. Bioassay water monitoring shall include, on a daily basis, pH, dissolved oxygen, ammonia (if toxicity is observed), temperature, hardness, and alkalinity. These results shall be reported. If final or intermediate results of an acute bioassay test indicate a violation or threatened violation (e.g., the percentage of surviving test organisms is less than 70 percent), the Discharger shall initiate a new test as soon as practical and shall investigate the cause of the mortalities and report its findings in the next self-monitoring report. The Discharger shall repeat the test until a test fish survival rate of 90 percent or greater is observed. If the control fish survival rate is less than 90 percent, the bioassay test shall be restarted with new fish and shall continue as soon as practical until an acceptable test is completed (i.e., control fish survival rate is 90 percent or greater).

VI. RECEIVING WATER MONITORING REQUIREMENTS

The Discharger shall monitor receiving waters at Monitoring Location RSW-002 as set forth in the table below. In addition, the Discharger shall obtain flow data from USGS Station No.11458000 at approximately 8 a.m. each day that a discharge to the Napa River occurs (this flow shall be used to calculate the river flow-to-effluent flow ratio; see Discharge Prohibition III.C of the Order).

Table E-4. Receiving Water Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency
pH	standard units	Grab	2/Year ^[1]
Temperature	°C	Grab	2/Year ^[1]

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Parameter	Units	Sample Type	Minimum Sampling Frequency
Total Ammonia	mg/L as N	Grab	2/Year ^[1]
Hardness	mg/L as CaCO ₃	Grab	2/Year ^[1]

Abbreviations:

MGD = million gallons per day
 °C = degrees Celsius
 mg/L = milligrams per liter
 mg/L as N = milligrams per liter as nitrogen
 mg/L as CaCO₃ = milligrams per liter as calcium carbonate
 Grab = grab sample
 1/Day = once per day
 2/Year = twice per year

Footnote:

^[1] Parameters shall be analyzed twice per year during the discharge season; once after the first storm of the season during the interval from October 1 through January 31, and once during the interval from February 1 through May 15.

VII. OTHER MONITORING REQUIREMENTS

The Discharger shall adhere to sludge monitoring requirements required by 40 C.F.R. part 258 (for landfill disposal) and 40 C.F.R. part 503 (for land application).

VIII. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

The Discharger shall comply with all Standard Provisions (Attachments D and G) related to monitoring, reporting, and recordkeeping, with modifications shown in section X, below.

B. Self-Monitoring Reports (SMRs)

- SMR Format.** The Discharger shall electronically submit SMRs using the State Water Board's California Integrated Water Quality System (CIWQS) Web site (http://www.waterboards.ca.gov/water_issues/programs/ciwqs). The CIWQS website will provide additional information for SMR submittal in the event of a planned service interruption for electronic submittal.
- SMR Due Dates and Contents.** The Discharger shall submit SMRs by the due dates, and with the contents, specified below:
 - Monthly SMRs** — Monthly SMRs shall be due 30 days after the end of each calendar month, covering that calendar month. The monthly SMR shall contain the applicable items described in sections V.B and V.C of both Attachments D and G of this Order. See Provision VI.C.2 (Effluent Characterization Study and Report) and Provision VI.C.3 (Receiving Water Characterization Study and Report) of this Order for information that must also be reported with monthly SMRs.

Monthly SMRs shall include all new monitoring results obtained since the last SMR was submitted. If the Discharger monitors any pollutant more frequently than required by this Order, the Discharger shall include the results of such monitoring in the calculations and reporting for the SMR.

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- b. Annual SMR** — Annual SMRs shall be due February 1 each year, covering the previous calendar year. The annual SMR shall contain the items described in sections V.C.1.f of Attachment G. See Provision VI.C.2 (Effluent Characterization Study and Report), Provision VI.C.3 (Receiving Water Characterization Study and Report), and Provision VI.C.4 (Pollution Minimization Program) of this Order for information that must also be reported with the annual SMR.
- c. Specifications for Submitting SMRs to CIWQS** — The Discharger shall submit analytical results and other information using one of the methods in the table below:

Table E-5. CIWQS Reporting

Parameter	Method of Reporting	
	EDF/CDF data upload or manual entry	Attached File
All parameters identified in influent, effluent, and receiving water monitoring tables (except Dissolved Oxygen and Temperature)	Required for all results	
Dissolved Oxygen Temperature	Required for monthly maximum and minimum results only ^[1]	Discharger may use this method for all results or keep records
Antimony Arsenic Beryllium Cadmium Chromium Copper Cyanide Lead Mercury Nickel Selenium	Silver Thallium Zinc Dioxins & Furans (by U.S. EPA Method 1613) Other Pollutants (by U.S. EPA methods 601, 602, 608, 610, 614, 624, and 625)	Required for all results ^[2]
Volume and Duration of Blended Discharge ^[3]	Required for all blended effluent discharges	
Analytical Method	Not required (Discharger may select “data unavailable”) ^[1]	
Collection Time Analysis Time	Not required (Discharger may select “0:00”) ^[1]	

Footnotes:

- ^[1] The Discharger shall continue to monitor at the minimum frequency specified in this MRP, keep records of the measurements, and make the records available upon request.
- ^[2] These parameters require EDF/CDF data upload or manual entry regardless of whether monitoring is required by this MRP or other provisions of this Order (except for biosolids, sludge, or ash provisions).
- ^[3] The requirement for volume and duration of blended discharge applies only if this Order authorizes the Discharger to discharge blended effluent.

The Discharger shall arrange all reported data in a tabular format and summarize data to clearly illustrate whether the Facility is operating in compliance with effluent limitations. The Discharger is not required to duplicate the submittal of data entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide

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for entry into a tabular format, the Discharger shall electronically submit the data in a tabular format as an attachment.

- 3. Monitoring Periods.** Monitoring periods for all required monitoring shall be as set forth below unless otherwise specified:

Table E-6. Monitoring Periods

Sampling Frequency	Monitoring Period Begins On...	Monitoring Period
Continuous	Order effective date	All times
1/2 Hours	Order effective date	Every two-hour period, beginning at midnight (e.g., 12:00 a.m. through 1:59 a.m.)
1/Day	Order effective date	Every 24-hour period, beginning at midnight and continuing through 11:59 p.m.
1/Week or 3/Week	Sunday following (or on) Order effective date	Sunday through Saturday
1/Month	First day of calendar month following (or on) Order effective date	First day of calendar month through last day of calendar month
1/Quarter ^[1]	Closest January 1, April 1, July 1, or October 1 before or after Order effective date	January 1 through March 31 April 1 through June 30 July 1 through September 30 October 1 through December 31
2/Year ^[1]	Closest October 1 or February 1 before or after Order effective date	October 1 through January 31 February 1 through May 15
1/Year ^[1]	Closest January 1 before or after Order effective date	January 1 through December 31
Once	Order effective date	Anytime such that monitoring results may be submitted with the application for permit reissuance

Footnote:

^[1] Monitoring performed during the previous order term may be used to satisfy monitoring required by this Order.

- 4. RL and MDL Reporting.** The Discharger shall report with each sample result the Reporting Level (RL) and Method Detection Limit (MDL) as determined by the procedure in 40 C.F.R. part 136. The Discharger shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

- a. Sample results greater than or equal to the RL shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).
- b. Sample results less than the RL, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

For purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ. The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (+/- a percentage of the reported value), numerical ranges (low to high), or any other means the laboratory considers appropriate.

- c. Sample results less than the laboratory's MDL shall be reported as "Not Detected," or ND.

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- d. The Discharger shall instruct laboratories to establish calibration standards so that the minimum level (ML) value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

- 5. **Compliance Determination.** Compliance with effluent limitations for priority pollutants shall be determined using sample reporting protocols defined above and in the Fact Sheet and Attachments A, D, and G. For purposes of reporting and administrative enforcement by the Regional Water Board and the State Water Board, the Discharger shall be deemed out of compliance with effluent limitations if the concentration of the priority pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reporting level (RL).

C. Discharge Monitoring Reports (DMRs)

At any time during the term of this Order, the State Water Board or the Regional Water Board may notify and require the Discharger to submit DMRs. Once notified, the Discharger shall electronically certify and submit DMRs with SMRs using the Electronic Self-Monitoring Reports module eSMR 2.5 or any upgraded version. Electronic DMR submittal shall be in addition to electronic SMR submittal. Information about electronic DMR submittal is available at the DMR website at http://www.waterboards.ca.gov/water_issues/programs/discharge_monitoring.

IX. MODIFICATIONS TO ATTACHMENT G

This MRP modifies Attachment G as indicated below.

A. Attachment G section V.C.1.c.2 is revised as follows:

- 2) When determining compliance with an average monthly or maximum daily effluent limitation, and more than one sample result is available, the Discharger shall compute the arithmetic mean unless the data set contains one or more reported determinations of detected but not quantified (DNQ) or nondetect (ND). In those cases, the Discharger shall compute the median in place of the arithmetic mean in accordance with the following procedure:
 - i. The data set shall be ranked from low to high, reported ND determinations lowest, DNQ determinations next, followed by quantified values (if any). The order of the individual ND or DNQ determinations is unimportant.
 - ii. The median value of the data set shall be determined. If the data set has an odd number of data points, then the median is the middle value. If the data set has an even number of data points, then the median is the average of the two values around the middle unless one or both of the points are ND or DNQ, in which case the median value shall be the lower of the two data points where DNQ is lower than a value and ND is lower than DNQ.

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If a sample result, or the arithmetic mean or median of multiple sample results, is below the reporting limit, and there is evidence that the priority pollutant is present in the effluent above an effluent limitation and the Discharger conducts a Pollutant Minimization Program, the Discharger shall not be deemed out of compliance.

B. Attachment G sections V.C.1.f and V.C.1.g are revised as follows, and section V.C.1.h (Reporting data in electronic format) is deleted:

f. Annual self-monitoring report requirements

By the date specified in the MRP, the Discharger shall submit an annual report to the Regional Water Board covering the previous calendar year. The report shall contain the following:

- 1) Annual compliance summary table of treatment plant performance, including documentation of any blending events (this summary table is not required if the Discharger has submitted the year's monitoring results to CIWQS in electronic reporting format by EDF/CDF upload or manual entry);
- 2) Comprehensive discussion of treatment plant performance and compliance with the permit (This discussion shall include any corrective actions taken or planned, such as changes to facility equipment or operation practices that may be needed to achieve compliance, and any other actions taken or planned that are intended to improve performance and reliability of the Discharger's wastewater collection, treatment, or disposal practices.);
- 3) Both tabular and graphical summaries of the monitoring data for the previous year if parameters are monitored at a frequency of monthly or greater (this item is not required if the Discharger has submitted the year's monitoring results to CIWQS in electronic reporting format by EDF/CDF upload or manual entry);
- 4) List of approved analyses, including the following:
 - (i) List of analyses for which the Discharger is certified;
 - (ii) List of analyses performed for the Discharger by a separate certified laboratory (copies of reports signed by the laboratory director of that laboratory shall not be submitted but be retained onsite); and
 - (iii) List of "waived" analyses, as approved;
- 5) Plan view drawing or map showing the Discharger's facility, flow routing, and sampling and observation station locations;
- 6) Results of annual facility inspection to verify that all elements of the SWPP Plan are accurate and up to date (only required if the Discharger does not route all stormwater to the headworks of its wastewater treatment plant); and
- 7) Results of facility report reviews (The Discharger shall regularly review, revise, and update, as necessary, the O&M Manual, the Contingency Plan, the Spill

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Prevention Plan, and Wastewater Facilities Status Report so that these documents remain useful and relevant to current practices. At a minimum, reviews shall be conducted annually. The Discharger shall include, in each Annual Report, a description or summary of review and evaluation procedures, recommended or planned actions, and an estimated time schedule for implementing these actions. The Discharger shall complete changes to these documents to ensure they are up-to-date.).

g. Report submittal

The Discharger shall submit SMRs addressed as follows, unless the Discharger submits SMRs electronically to CIWQS:

California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn: NPDES Wastewater Division

h. Reporting data in electronic format – *Deleted*

C. Attachment G sections V.E.2, V.E.2.a, and V.E.2.c are revised as follows, and sections V.E.2.b (24-hour Certification) and V.E.2.d (Communication Protocol) are deleted:

2. Unauthorized Discharges from Municipal Wastewater Treatment Plants¹

The following requirements apply to municipal wastewater treatment plants that experience an unauthorized discharge at their treatment facilities and supersede requirements imposed on the Discharger by the Executive Officer by letter of May 1, 2008.

a. Two (2)-Hour Notification

For any unauthorized discharges that enter a drainage channel or a surface water, the Discharger shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the California Office of Emergency Services (CalOES, currently 800-852-7550), the local health officers or directors of environmental health with jurisdiction over the affected water bodies, and the Regional Water Board. Timely notification by the Discharger to CalOES also satisfies notification to the Regional Water Board. Notification shall include the following:

- 1) Incident description and cause;
- 2) Location of threatened or involved waterway(s) or storm drains;

¹ California Code of Regulations, Title 23, Section 2250(b), defines an unauthorized discharge to be a discharge, not regulated by waste discharge requirements, of treated, partially treated, or untreated wastewater resulting from the intentional or unintentional diversion of wastewater from a collection, treatment or disposal system.

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- 3) Date and time the unauthorized discharge started;
 - 4) Estimated quantity and duration of the unauthorized discharge (to the extent known), and the estimated amount recovered;
 - 5) Level of treatment prior to discharge (e.g., raw wastewater, primary treated, undisinfected secondary treated, and so on); and
 - 6) Identity of the person reporting the unauthorized discharge.
- b. 24-hour Certification – *Deleted*
- c. 5-day Written Report

Within five business days, the Discharger shall submit a written report that includes, in addition to the information required above, the following:

- 1) Methods used to delineate the geographical extent of the unauthorized discharge within receiving waters;
 - 2) Efforts implemented to minimize public exposure to the unauthorized discharge;
 - 3) Visual observations of the impacts (if any) noted in the receiving waters (e.g., fish kill, discoloration of water) and the extent of sampling if conducted;
 - 4) Corrective measures taken to minimize the impact of the unauthorized discharge;
 - 5) Measures to be taken to minimize the chances of a similar unauthorized discharge occurring in the future;
 - 6) Summary of Spill Prevention Plan or O&M Manual modifications to be made, if necessary, to minimize the chances of future unauthorized discharges; and
 - 7) Quantity and duration of the unauthorized discharge, and the amount recovered.
- d. Communication Protocol – *Deleted*

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ATTACHMENT F - FACT SHEET

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ATTACHMENT F – FACT SHEET

This Fact Sheet includes the legal requirements and technical rationale that serve as the basis for the requirements of this Order. As described in section II.B of the Order, the Regional Water Board incorporates this Fact Sheet as findings supporting the issuance of the Order.

I. PERMIT INFORMATION

The following table summarizes administrative information related to the facility:

Table F-1. Facility Information

WDID	2 283014001
CIWQS Place ID	258386
Discharger	City of St. Helena
Facility Name	City of St. Helena Wastewater Treatment and Reclamation Plant and its wastewater collection system
Facility Address	1 Chaix/Thomann Lane St. Helena, CA 94574 Napa County
Facility Contact, Title, Phone	Steven Palmer, Public Works Director, 707-967-2792
Authorized Person to Sign and Submit Reports	Same as facility contact
Mailing Address	1480 Main Street, St. Helena, CA 94574
Billing Address	Same as mailing address
Facility Type	Publicly-Owned Treatment Works (POTW)
Major or Minor Facility	Minor
Threat to Water Quality	2
Complexity	B
Pretreatment Program	No
Recycled Water Requirements	Regional Water Board Order No. 87-090
Mercury and PCBs Requirements	NPDES Permit No. CA0038849
Permitted Flow	0.50 million gallons per day (MGD) – average daily dry weather design flow
Design Flow	2.8 MGD – peak wet weather flow
Watershed	San Pablo Bay
Receiving Water	Napa River
Receiving Water Type	Freshwater

- A.** The City of St. Helena (Discharger) owns and operates the City of St. Helena Wastewater Treatment and Reclamation Plant (plant) and its associated wastewater collection system (collectively, the Facility). The plant provides secondary treatment of wastewater collected from its service area and discharges treated effluent to the Napa River when plant influent exceeds the capacity of the recycled water distribution and storage system. The Napa River is a water of the United States within the San Pablo Bay watershed. Attachment B provides maps of the area around the Facility, and Attachment C provides a plant flow schematic.

For the purposes of this Order, references to the “discharger” or “permittee” in applicable federal and State laws, regulations, plans, and policy are held to be equivalent to references to the Discharger herein.

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- B.** The Discharger is regulated pursuant to National Pollutant Discharge Elimination System (NPDES) Permit No. CA0038016. The Discharger is authorized to discharge subject to waste discharge requirements in this Order at the discharge location described in Table 2 of this Order. Regulations at 40 C.F.R. section 122.46 limit the duration of NPDES permits to a fixed term not to exceed five years. Accordingly, Table 3 of this Order limits the effective period for the discharge authorization.
- C.** Pursuant to California Code of Regulations, title 23, section 2235.4, the terms and conditions of an expired permit are automatically continued pending reissuance of the permit if the Discharger complies with all federal NPDES regulation requirements for continuation of expired permits. The Discharger was previously subject to Order No. R2-2010-0105 (previous order), which became effective on November 1, 2010. The Discharger filed a Report of Waste Discharge and submitted an application for reissuance of its Waste Discharge Requirements (WDRs) and NPDES permit on May 1, 2015. The previous order was therefore administratively extended by operation of law beyond its stated expiration date (October 31, 2015).
- D.** The discharge is also regulated under NPDES Permit No. CA0038849, which establishes requirements on mercury and polychlorinated biphenyls (PCBs). This Order does not affect that permit.

The Discharger is also regulated by Order No. 87-090 for the discharge or disposal of plant effluent to the Discharger's spray irrigation fields during dry weather. In contrast, this Order regulates the discharge of plant effluent to the Napa River during wet weather when the irrigation fields are saturated. Discharge to the irrigation fields occurs more commonly than discharge to Napa River.

- E.** When applicable, State law requires dischargers to file a petition with the State Water Board's Division of Water Rights and receive approval for any change in the point of discharge, place of use, or purpose of use of treated wastewater that decreases the flow in any portion of a watercourse. The State Water Board retains separate jurisdictional authority to enforce such requirements under Water Code section 1211. This is not an NPDES permit requirement.

II. FACILITY DESCRIPTION

A. Wastewater and Biosolids Treatment

- 1. Location and Service Area.** The plant is located at 1 Chaix/Thomann Lane in St. Helena. It provides secondary treatment of domestic and commercial source wastewater from the City of St. Helena. The estimated service area population is about 6,000.
- 2. Collection System.** The Discharger operates about 18.8 miles of sewer lines and one pump station on Crinella Drive.
- 3. Current Wastewater Treatment.** The average dry weather design treatment capacity of the plant is 0.50 million gallons per day (MGD). Wastewater treatment processes include solids grinding by a comminutor, biological treatment through a series of ponds (described in Table F-2), and chlorine disinfection. These treatment processes are capable of meeting secondary treatment standards. The average dry weather flow treated in 2014 was 0.36 MGD. The average annual flow treated in 2014 was 0.47 MGD, and the highest daily flow treated was 1.03 MGD during wet weather.

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The previous order had required the Discharger to evaluate the adequacy of its treatment capacity. The Discharger's March 2015 *Wastewater Facilities Evaluation Update* (Bennett Engineering Services) indicated that the service area population is only growing slightly (less than earlier projections) and that the per capita wastewater flows are declining due to conservation measures. Therefore, the existing treatment system is capable of meeting the Discharger's near-term waste loads and flows. The report projected that in 2030 the average dry weather flows will be about 0.50 MGD, the current capacity. However, the report also indicated that the Discharger should plan to increase its capacity to 0.65 MGD by 2030 to account for uncertainty.

Table F-2. Wastewater Ponds

Pond	Type	Surface Area (acres)	Depth (feet)	Volume (million gallons)
1A	Facultative with Digester	2.9	10	8.1
1B	Facultative with Digester	2.1	14	7.5
2	High-rate (aeration)	5.1	3	4.0
3	Algae Sedimentation	2.5	9	6.3
4	Maturation/Storage	3.0	11.5	9.8
5	Maturation/Storage	6.7	13	24.6

- 4. Future Wastewater Treatment.** To comply with the effluent limitations listed in Table 4 of this Order, the Discharger will design and construct upgrades to the treatment plant.
- 5. Biosolids Management.** The Discharger does not remove solids from its ponds on a regular basis. Most of the solids settle out in Ponds 1A and 1B, where they are anaerobically digested at the bottom of the pond. When solids accumulate to the point where treatment becomes ineffective, the Discharger drains Ponds 1A and 1B to excavate the solids. The Discharger last did this for Pond 1A in 2014.
- 6. Stormwater.** Stormwater discharges at the plant are covered under the State Water Board's General Permit for Industrial Stormwater Discharges (NPDES General Permit CAS000001).

B. Discharge Points and Receiving Waters

Plant effluent is discharged into the Napa River through a shallow water outfall (Discharge Point No. 001). This occurs typically only during wet weather when the Discharger's irrigation fields are saturated. Normally during dry weather, the Discharger disposes of plant effluent to its 88 acres of fields through spray irrigation pursuant to Order No. 87-090. A small portion of plant effluent, less than 2 percent, is also reused to irrigate a redwood tree farm and to grow mosquito fish.

C. Summary of Existing Requirements and Monitoring Data

The effluent limitations in the previous order and representative monitoring data from the previous order term are presented below:

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Table F-3. Historic Effluent Limitations and Monitoring Data

Parameter	Units	Effluent Limits			Monitoring Data (when discharging to Napa River) (12/1/10-6/30/15)		
		Monthly Average	Weekly Average	Daily Maximum	No. of Samples / No. Below Detection Limit	Highest Daily Discharge	Average ± Standard Deviation ^[1]
Biochemical Oxygen Demand (BOD)	mg/L	30	45	---	21/4	23	8.1 ± 4.6
Total Suspended Solids (TSS)	mg/L	30	45	---	21/3	20	12 ± 5.1
Oil and Grease	mg/L	10	---	20	6/6	<1.4	---
pH	standard units	6.5 - 8.5			4/0	6.3-7.2 ^[2]	6.6 ± 0.4
Residual Chlorine, Total	mg/L	0.0 maximum			---	0.0	---
Copper, Total	µg/L	14	---	24	6/0	6.9	5.0 ± 1.4
Cyanide, Total	µg/L	30	---	15	5/0	23	13 ± 8
Bis(2-ethylhexyl)phthalate	µg/L	6.0	---	3.0	6/6	<3.0	---
Dioxin-TEQ	µg/L	2.6 x 10 ⁻⁸	---	1.3 x 10 ⁻⁸	4/4	<3.40E-07	---
Ammonia, Total	mg/L as N	39	---	16	6/0	16	9.9 ± 4.0
Acute Toxicity	% Survival	Greater than 90% (3-sample median) Not less than 70% (single sample)			6/0	95 ^[3]	98 ± 3

Unit Abbreviations:

mg/L = milligrams per liter
µg/L = micrograms per liter
mg/L as N = milligrams per liter as nitrogen
% = percent

Footnotes:

^[1] Samples below the detection limit were assumed to be one-half the detection limit.

^[2] Lowest and highest values.

^[3] Lowest value.

D. Compliance Summary

- 1. Treatment Plant.** The table below lists violations from November 2010 through August 2015 of the previous order and Order No. 87-090, which regulates discharge of the treated effluent to land:

Table F-4. Effluent Limitation Violations

Date	Violation	Unit	Effluent Limit	Reported Value
NPDES Permit Violations				
11/04/2010	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
11/19/2010	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
11/20/2010	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
11/24/2010	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
11/30/2010	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
12/28/2010	Copper Daily Maximum	µg/L	24	123

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09/27/2012	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	37
10/12/2012	Total Coliform Single-Sample Maximum	MPN/100 mL	240	500
10/12/2012	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
10/15/2012	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
10/15/2012	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	50
10/15/2012	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
10/23/2012	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	50
12/26/2012	Residual Chlorine Daily Maximum	mg/L	0.0	0.4
12/27/2012	Residual Chlorine Daily Maximum	mg/L	0.0	0.1
05/22/2013	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
05/23/2013	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	30
10/25/2013	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	50
10/30/2013	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	50
10/31/2013	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	50
02/12/2014	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	33
02/13/2014	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	33
02/14/2014	Total Coliform 5-Sample Moving Median	MPN/100 mL	23	33
12/22/2014	Cyanide, Total (as CN) 30-Day Average	µg/L	15	16
Water Reclamation Requirements (Order No. 87-090) Violations				
12/24/2010	Biochemical Oxygen Demand Daily Maximum	mg/L	40	76
03/02/2012	Biochemical Oxygen Demand Daily Maximum	mg/L	40	>220
06/28/2012	Biochemical Oxygen Demand Daily Maximum	mg/L	40	43
07/03/2012	Biochemical Oxygen Demand Daily Maximum	mg/L	40	43
09/17/2012	Biochemical Oxygen Demand Daily Maximum	mg/L	40	42
09/25/2012	Biochemical Oxygen Demand Daily Maximum	mg/L	40	44
10/08/2012	Biochemical Oxygen Demand Daily Maximum	mg/L	40	87
06/12/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	42
06/20/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	49
09/03/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	45
09/20/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	44
10/04/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	101
10/11/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	51
11/08/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	46
12/04/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	67
12/13/2013	Biochemical Oxygen Demand Daily Maximum	mg/L	40	54
05/01/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	46
06/01/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	46
06/17/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	51
08/08/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	70
08/28/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	59
09/09/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	59
11/25/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	81
11/26/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	61
12/09/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	111
12/10/2014	Biochemical Oxygen Demand Daily Maximum	mg/L	40	124
03/12/2015	Biochemical Oxygen Demand Daily Maximum	mg/L	40	76

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- 2. Collection System.** The table below shows the Discharger's sanitary sewer overflow (SSO) rates (total SSOs per 100 miles of collection system for each of the past four years) and other information along with those for the county and region. The Discharger had three SSOs in 2012 and none since. Future SSOs could potentially reach waters of the U.S. and thus could violate Prohibition III.D of this Order.

Table F-5. SSO Rates (total SSOs/100 miles of sewer)
(based on CIWQS data analysis completed in February 2015)^[1]

	Sewer System Length (miles)	Sewer System Average Age (years) ^[2]	2011	2012	2013	2014
St. Helena	20	30.4	0	6.3	0	0
Napa County average of 3 medium systems (10-99 miles)	29.8	38.9	2.7	4.9	4.2	4.6
San Francisco Bay Region average of 49 medium systems (10-99 miles)	31.8	45.2	10.7	10.9	12.9	10.4
San Francisco Bay Region median of all 132 systems	42	44.5	4.2	4.8	4.5	2.7

Footnotes:

^[1] The State Water Board's Enrollee's Guide to the SSO Database defines "Total number of SSOs per 100 miles of Sewer" as "...the number of SSOs, for which the reporting Enrollee is responsible, for every 100 miles of pipe or sewer lines in an Enrollee's sanitary sewer system. Due to the large variation in facility specific characteristics, this metric should only be viewed as a rough comparison of the operation and maintenance performance of Enrollees and their sanitary sewer systems."

^[2] Average age as of 2014.

E. Planned Changes

To comply with the new limitations for BOD and TSS in Table 4 of this Order, which reflect pollutant levels achievable by implementing advanced secondary treatment, the Discharger will upgrade the plant. Concurrent with adoption of this Order, the Regional Water Board considered a cease and desist order containing a time schedule of tasks to achieve advanced secondary treatment.

III. APPLICABLE PLANS, POLICIES, AND REGULATIONS

A. Legal Authorities

This Order serves as WDRs pursuant to California Water Code article 4, chapter 4, division 7 (commencing with § 13260). This Order is also issued pursuant to Clean Water Act (CWA) section 402 and implementing regulations adopted by U.S. EPA and Water Code chapter 5.5, division 7 (commencing with § 13370). It shall serve as an NPDES permit for point source discharges from the Facility to surface waters.

B. California Environmental Quality Act

Under Water Code section 13389, this action to adopt an NPDES permit is exempt from the provisions of the California Environmental Quality Act, Public Resources Code division 13, chapter 3 (commencing with § 21100).

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C. State and Federal Regulations, Policies, and Plans

- 1. Water Quality Control Plan.** The Regional Water Board adopted the *Water Quality Control Plan for the San Francisco Bay Basin* (Basin Plan), which designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Requirements in this Order implement the Basin Plan. In addition, this Order implements State Water Board Resolution No. 88-63, which established State policy that all waters, with certain exceptions, should be considered suitable or potentially suitable for municipal or domestic supply. Beneficial uses applicable to the Napa River are listed below:

Table F-6. Napa River Beneficial Uses

Discharge Point	Receiving Water	Beneficial Uses
001	Napa River	Agricultural Supply (AGR) Municipal and Domestic Supply (MUN) Cold Freshwater Habitat (COLD) Fish Spawning (SPWN) Warm Freshwater Habitat (WARM) Wildlife Habitat (WILD) Water Contact Recreation (REC1) Non-Contact Water Recreation (REC2) Navigation (NAV) Fish Migration (MIGR) Preservation of Rare and Endangered Species (RARE)

- 2. National Toxics Rule (NTR) and California Toxics Rule (CTR).** U.S. EPA adopted the NTR on December 22, 1992, and amended it on May 4, 1995 and November 9, 1999. About 40 criteria in the NTR apply in California. On May 18, 2000, U.S. EPA adopted the CTR. The CTR promulgated new toxics criteria for California and incorporated the previously adopted NTR criteria that applied in the State. U.S. EPA amended the CTR on February 13, 2001. These rules contain water quality criteria for priority pollutants.
- 3. State Implementation Policy.** On March 2, 2000, the State Water Board adopted the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California* (State Implementation Policy or SIP). The SIP became effective on April 28, 2000, with respect to the priority pollutant criteria U.S. EPA promulgated for California through the NTR and the priority pollutant objectives the Regional Water Board established in the Basin Plan. The SIP became effective on May 18, 2000, with respect to the priority pollutant criteria U.S. EPA promulgated through the CTR. The State Water Board adopted amendments to the SIP on February 24, 2005, that became effective on July 13, 2005. The SIP establishes implementation provisions for priority pollutant criteria and objectives, and provisions for chronic toxicity control. Requirements of this Order implement the SIP.
- 4. Domestic Water Quality.** In accordance with Water Code section 106.3, it is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order complies with that policy by requiring discharges to meet, when necessary, maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

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5. **Antidegradation Policy.** Federal regulations at 40 C.F.R. section 131.12 requires that state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy through State Water Board Resolution No. 68-16, *Statement of Policy with Respect to Maintaining High Quality of Waters in California*, which is deemed to incorporate the federal antidegradation policy where the federal policy applies under federal law. Resolution No. 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings. The Basin Plan implements, and incorporates by reference, both the State and federal antidegradation policies. Permitted discharges must be consistent with the antidegradation provisions of 40 C.F.R. section 131.12 and State Water Board Resolution No. 68-16.
6. **Anti-Backsliding Requirements.** CWA sections 402(o) and 303(d)(4) and 40 C.F.R. section 122.44(l) restrict backsliding in NPDES permits. These anti-backsliding provisions require that effluent limitations in a reissued permit be as stringent as those in the previous permit, with some exceptions in which limitations may be relaxed.
7. **Recycled Water Policy.** The State Water Board adopted Resolution No. 2013-0003 on January 22, 2013, titled *Policy for Water Quality Control for Recycled Water*, which is intended to promote sustainable local water supplies by increasing the acceptance and promoting the use of recycled water. The policy sets a goal to increase the use of recycled water statewide by at least one million acre feet per year (afy) over the 2002 baseline-level by 2020 and by at least two million afy by 2030. Consistent with the policy, the Regional Water Board is to exercise its authority to the fullest extent possible to encourage the use of recycled water and to develop watershed-based salt and nutrient management plans to ensure use of recycled water does not degrade groundwater resources.

D. Impaired Waters on CWA 303(d) List

In October 2011, U.S. EPA approved a revised list of impaired waters pursuant to CWA section 303(d), which requires identification of specific water bodies where it is expected that water quality standards will not be met after implementation of technology-based effluent limitations on point sources. Where it has not done so already, the Regional Water Board plans to adopt total maximum daily loads (TMDLs) for pollutants on the 303(d) list. TMDLs establish wasteload allocations for point sources and load allocations for non-point sources and are established to achieve the water quality standards for the impaired waters.

The Napa River is listed as impaired by nutrients, pathogens, and sediment. San Pablo Bay, to which the Napa River is tributary, is listed for chlordane, DDT, dieldrin, dioxins and furans, mercury, nickel, PCBs, selenium, and exotic species. The SIP requires final effluent limitations for all 303(d)-listed pollutants to be consistent with TMDLs and associated wasteload allocations.

On February 12, 2008, U.S. EPA approved a TMDL for mercury in San Francisco Bay. On March 29, 2010, U.S. EPA approved a TMDL for PCBs in San Francisco Bay. The TMDLs for mercury and PCBs apply to this discharge but are implemented through NPDES Permit No. CA0038849.

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On February 29, 2008, U.S. EPA approved a TMDL for pathogens in the Napa River. This Order's total coliform effluent limitations are more stringent than the Napa River pathogens TMDL requires.

On January 21, 2011, U.S. EPA approved a TMDL for sediment in the Napa River. This Order's TSS effluent limitations are more stringent than specified by the Napa River sediment TMDL (see Basin Plan Table 7.8.4-3b, footnote a).

The discharge is a potential source of nutrients to the Napa River but is not expected to be a significant contributor to the impairment. The Napa River was listed as impaired for nutrients in the 1970s because of high nutrient levels and excessive algae growth, but water quality has significantly improved as a result of changes in agricultural practices in the watershed and reduced nutrient loads from wastewater treatment plants. In the 1980s, the Regional Water Board started prohibiting wastewater discharges to the river during the dry season when flows are naturally low because of the summer droughts in this Mediterranean climate. While the discharge prohibition in this Order does not apply exclusively to the "dry season," it serves the same function because it limits discharge to the river when there is recycled water demand, which correlates closely to the dry season. Also, the three treatment plants discharging to the non-tidal portion of the river (Calistoga, St. Helena, and Yountville) have improved their treatment processes. Receiving water nutrient concentrations (i.e., nitrate, nitrite, and ammonia) and other indicators (i.e., algae and chlorophyll *a*) are now below levels of concern. On February 12, 2014, the Regional Water Board approved a proposal to remove the nutrients listing, subject to State Water Board and U.S. EPA approval.

The discharge is not a significant source of chlordane, DDT, and dieldrin because these pollutants have not been detected in the discharge. The discharge is also not a source of exotic species because it is disinfected. It is an insignificant source of dioxins and furans, nickel, and selenium because discharge concentrations of these pollutants are consistently below water quality objectives or detection limits.

IV. RATIONALE FOR EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

The CWA requires point source dischargers to control the amount of conventional, non-conventional, and toxic pollutants discharged into waters of the United States. The control of pollutants discharged is established through effluent limitations and other requirements in NPDES permits. There are two principal bases for effluent limitations: 40 C.F.R. section 122.44(a) requires that permits include applicable technology-based limitations and standards; and 40 C.F.R. section 122.44(d) requires that permits include water quality-based effluent limitations to attain and maintain applicable numeric and narrative water quality criteria to protect the beneficial uses of receiving waters.

A. Discharge Prohibitions

1. **Discharge Prohibition III.A (Discharge at a location or in a manner different from that described in this Order is prohibited):** This prohibition is based on 40 C.F.R. section 122.21(a) and Water Code section 13260, which require filing an application and Report of Waste Discharge before a discharge can occur. Discharges not described in the application and Report of Waste Discharge, and subsequently in this Order, are prohibited.

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- 2. Discharge Prohibition III.B (Discharge is prohibited unless the river flow-to-effluent flow ratio is at least 50:1):** This prohibition ensures that the discharge does not fully use the assimilative capacity of the Napa River in consideration of the other permitted wastewater discharges to this same segment of the river, specifically the City of Calistoga and the Town of Yountville, because all dischargers share the same receiving water monitoring for priority pollutants. Attachment F-1 to this Fact Sheet estimates that a ratio of at least 46:1 is necessary to ensure that assimilative capacity is available for all Napa River dischargers. These relatively simple calculations involve the following assumptions:

- The mass of pollutants flowing downstream through the river equals the masses from each source flowing into the river;
- Urban runoff flows are about 15 times the combined flows of the treatment plants discharging to the river; and
- Urban runoff copper loads are about 8 times those of the wastewater discharges.

This prohibition also ensures that the river flow-to-effluent flow ratio is consistent with an underlying assumption of the mixing zone study (June 2010 Effluent Mixing Zone / Dilution Credit Study, Larry Walker Associates) that serves as the basis for dilution credits used to analyze reasonable potential for non-priority pollutants (see Fact Sheet section IV.C.3.c) and to derive water quality-based effluent limits for others (see Fact Sheet section IV.C.4).

- 3. Discharge Prohibition III.C (Bypass is prohibited):** This prohibition is based on 40 C.F.R. section 122.41(m) (see Attachment D section I.G).
- 4. Discharge Prohibition III.D (Average dry weather influent flow in excess of 0.50 MGD is prohibited):** This Order prohibits an average dry weather influent flow greater than 0.50 MGD because the plant design treatment capacity (i.e., its historic and tested treatment reliability) is 0.50 MGD. Exceeding this flow could result in lower reliability and greater potential to violate water quality requirements.
- 5. Discharge Prohibition III.E (Sanitary sewer overflows are prohibited):** Basin Plan Table 4-1, Discharge Prohibition 15, and the CWA prohibit the discharge of wastewater to surface waters, except as authorized under an NPDES permit. Publicly-owned treatment works must achieve secondary treatment at a minimum and any more stringent limitations necessary to meet water quality standards (33 U.S.C. § 1311[b][1][B and C]). A sanitary sewer overflow that results in the discharge of raw sewage or wastewater not meeting this Order's effluent limitations to surface waters is therefore prohibited under the CWA and the Basin Plan.
- 6. Discharge Prohibition III.F (Discharge to Napa River is prohibited during dry season) and Exception to Non-Tidal Water Discharge Prohibition:** Basin Plan Table 4-1, Discharge Prohibition 1, prohibits discharges to any non-tidal water. Discharge Point No. 001 discharges to the Napa River where the river is non-tidal. Discharge Prohibition III.F of this Order is similar to the previous order and maintains Basin Plan Discharge Prohibition 1 during the dry season when it is feasible to not discharge (i.e., when the treated wastewater can be discharged to irrigation fields or used to supply recycled water demand) and provides an exception when it is infeasible to not discharge (i.e., during wet weather when there is no recycled water demand or demand is low and the irrigation fields are saturated). Basin Plan

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section 4.2 provides for exceptions to Basin Plan Discharge Prohibition 1 under certain circumstances:

- An inordinate burden would be placed on a discharger relative to the beneficial uses protected, and an equivalent level of environmental protection can be achieved by alternate means;
- A discharge is approved as part of a reclamation project;
- Net environmental benefits will be derived as a result of the discharge; or
- A discharge is approved as part of a groundwater cleanup project.

The Basin Plan further states:

Significant factors to be considered by the Regional Water Board in reviewing requests for exceptions will be the reliability of the discharger's system in preventing inadequately treated wastewater from being discharged to the receiving water and the environmental consequence of such discharges.

This Order grants an exception to Basin Plan Discharge Prohibition 1 for the following reasons:

- At times, avoiding discharge to non-tidal waters is an inordinate burden. There is no feasible alternative to discharge when the irrigation field is saturated during wet weather. Regional Water Board Order No. 87-090 prohibits discharge to the Discharger's irrigation fields when they are saturated. The wastewater volume during these times can far exceed the storage capacity of the ponds.
- An equivalent level of protection is provided when the discharge meets the BOD and TSS effluent limits in Table 4 of the Order, which reflect advanced secondary treatment.

The basis for this Order granting an exception to Basin Plan Discharge Prohibition 1 is different than the basis set forth in the previous order. The previous order granted an exception based on the Discharger providing reliable treatment. However, the compliance record summarized in Fact Sheet section II.D.1 shows that assuming reliable treatment is unjustified. The new basis relies on equivalent protection resulting from more stringent BOD and TSS limits than those in the previous order. More stringent BOD and TSS limits will also improve disinfection performance to ensure compliance with total coliform limits. Moreover, it is reasonable to re-assess the appropriateness of the exemption based simply on "reliable" secondary treatment nearly four decades after the secondary treatment standards were established nationally.

The Discharger cannot immediately comply with the more stringent limits; therefore, concurrent with the adoption of this Order, the Regional Water Board considered a cease and desist order that requires actions leading to compliance with these new more stringent requirements.

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B. Conventional and Non-Conventional Pollutant Effluent Limitations

1. Scope and Authority

CWA section 301(b) and 40 C.F.R. section 122.44 require that permits include conditions meeting technology-based requirements, at a minimum, and any more stringent effluent limitations necessary to meet water quality standards. The discharges authorized by this Order must meet minimum federal technology-based requirements based on the Secondary Treatment Standards at 40 C.F.R. section 133 as summarized below. The Basin Plan contains additional requirements for certain pollutants.

Table F-7. Secondary Treatment Requirements

Parameter	Monthly Average	Weekly Average
BOD ₅ ^[1]	30 mg/L	45 mg/L
CBOD ₅ ^[1]	25 mg/L	40 mg/L
TSS	30 mg/L	45 mg/L
BOD (or CBOD) and TSS Removal	85 percent or greater	-
pH	6.0 – 9.0 standard units	

Abbreviations:

BOD₅ = biochemical oxygen demand (5 days at 20°C)

CBOD₅ = carbonaceous biochemical oxygen demand (5 days at 20°C)

Footnote:

^[1] CBOD₅ effluent limitations may be substituted for BOD₅ limitations.

2. Effluent Limitations

- a. BOD and TSS.** The BOD and TSS 85 percent removal requirement is based on secondary treatment standards. The weekly and average monthly limitations are based on performance reflective of advanced secondary treatment and are comparable to limits for other facilities in the region operating advanced secondary systems.

The TSS limits are also more stringent than necessary to comply with the Napa River sediment TMDL (Basin Plan section 7.8.4). Basin Plan Table 7.8.4-3b (footnote a) states, “For wastewater treatment plant discharges, compliance with [an] existing permit effluent limit of 30 mg/L of TSS is consistent with these wasteload allocations.”

- b. Oil and Grease.** The oil and grease effluent limitations are based on Basin Plan Table 4-2.
- c. pH.** The pH effluent limitations are based on the Secondary Treatment Standards and Basin Plan Table 4-2.
- d. Total Residual Chlorine.** The total residual chlorine effluent limitation is based on Basin Plan Table 4-2.
- e. Total Coliform.** The total coliform effluent limitations are based on Basin Plan Table 4-2A, footnotes b and d. Footnote b allows total coliform limits in lieu of enterococcus limits for intermittent discharges and discharges for which total coliform monitoring is required (e.g., at water recycling facilities). Footnote d allows exceptions to the limits listed in Table 4-2A as long as beneficial uses are not compromised and

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discharges do not exceed a five-sample median of 23 MPN/100 mL nor a maximum of 240 MPN/100 mL during dry weather. The total coliform limits are more stringent than the Napa River Pathogen TMDL requires (Basin Plan section 7.8.2 and Table 7.8.2-4 require a five-sample median less than 240 colony-forming units [CFU]/100 mL and a single-sample maximum of 10,000 CFU/100 mL).

C. Toxic Pollutant Effluent Limitations

1. Scope and Authority

For toxic pollutants, this Order contains water quality-based effluent limitations (WQBELs) that implement water quality objectives that protect beneficial uses. CWA section 301(b) and 40 C.F.R. section 122.44(d) require that permits include limitations more stringent than federal technology-based requirements where necessary to achieve applicable water quality standards. According to 40 C.F.R. section 122.44(d)(1)(i), permits must include effluent limitations for all pollutants that are or may be discharged at levels that have a reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective, WQBELs must be established using (1) U.S. EPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting a narrative criterion, supplemented with relevant information (40 C.F.R. § 122.44[d][1][vi]). The process for determining reasonable potential and calculating WQBELs is intended to achieve applicable water quality objectives and criteria and to protect designated uses of receiving waters as specified in the Basin Plan. This Order imposes numeric effluent limitations for toxic pollutants with reasonable potential to cause or contribute to exceedances of water quality standards.

2. Beneficial Uses and Water Quality Criteria and Objectives

Discharge Point No. 001 discharges to the Napa River. Fact Sheet section III.C.1, above, identifies the beneficial uses of the Napa River. Water quality criteria and objectives to protect these beneficial uses are described below:

- a. **Basin Plan Objectives.** The Basin Plan specifies numeric water quality objectives for many pollutants to protect aquatic life, municipal drinking water supplies, and agricultural water supplies (see Basin Plan sections 3.3.21 and 3.3.22). It also specifies several narrative water quality objectives, including objectives for toxicity, bioaccumulation, and temperature. The narrative toxicity objective states, “All waters shall be maintained free of toxic substances in concentrations that are lethal to or that produce other detrimental responses in aquatic organisms.” The narrative bioaccumulation objective states, “Controllable water quality factors shall not cause a detrimental increase in concentrations of toxic substances found in bottom sediments or aquatic life. Effects on aquatic organisms, wildlife, and human health will be considered.” The narrative temperature objective states, “The natural receiving water temperature of inland surface waters shall not be altered...,” and “The temperature of any cold or warm freshwater habitat shall not be increased by more than 5°F (2.8°C) above natural receiving water temperature.”

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- i. **Agricultural Supply Pollutants.** The agricultural supply water quality objectives listed in Basin Plan Table 3-6 include threshold and limit concentrations. Pollutant effects are observable at threshold concentrations and undesirable at limit concentrations; therefore, the limit concentrations listed in Basin Plan Table 3-6 are the applicable water quality objectives for this Order.
- ii. **Dioxins and Furans.** With respect to dioxins and furans, the narrative bioaccumulation objective is translated into a numeric criterion as follows. When the CTR was promulgated, U.S. EPA stated its support of the regulation of dioxin and dioxin-like compounds through the use of toxicity equivalencies (TEQs). U.S. EPA stated, “For California waters, if the discharge of dioxin or dioxin-like compounds has reasonable potential to cause or contribute to a violation of a narrative criterion, numeric WQBELs for dioxin or dioxin-like compounds should be included in NPDES permits and should be expressed using a TEQ scheme” (65 Fed. Reg. 31695-31696, May 18, 2000). This Order uses a TEQ scheme based on a set of toxicity equivalency factors (TEFs) the World Health Organization developed in 1998, and a set of bioaccumulation equivalency factors (BEFs) U.S. EPA developed for the Great Lakes region (40 C.F.R. part 132, Appendix F) to convert the concentration of any congener of dioxin or furan into an equivalent concentration of 2,3,7,8-tetrachlorinated dibenzo-p-dioxin (2,3,7,8-TCDD). Although the 1998 World Health Organization scheme includes TEFs for dioxin-like PCBs, they are not included in this Order’s TEQ scheme. The CTR has established a specific water quality criterion for PCBs, and dioxin-like PCBs are included in the analysis of total PCBs.

The CTR establishes a numeric water quality objective for 2,3,7,8-TCDD of 1.4×10^{-8} µg/L for the protection of human health when aquatic organisms are consumed. The CTR criterion is used as a criterion for dioxin-TEQ because dioxin-TEQ represents a toxicity-weighted concentration equivalent to 2,3,7,8-TCDD, thus translating the narrative bioaccumulation objective into a numeric criterion.

- iii. **Total Ammonia.** Basin Plan section 3.3.20 contains water quality objectives for un-ionized ammonia of 0.025 mg/L as an annual median and 0.16 mg/L as a maximum for Central San Francisco Bay and upstream waters. Using the receiving water temperature, salinity levels, and pH concentrations, as explained below, this translates to 52 mg/L (as nitrogen) as the chronic objective for total ammonia and 64 mg/L (as nitrogen) as the acute total ammonia objective. Translation is necessary since (1) sampling and laboratory methods are unavailable to analyze for un-ionized ammonia, and (2) the fraction of total ammonia that exists in the toxic un-ionized form depends on the pH, salinity, and temperature of the receiving water.

To translate the un-ionized ammonia objectives, pH, salinity, and temperature data were obtained from the Napa River from December 2010 through December 2012. The un-ionized fraction of total ammonia was calculated as follows:

$$\text{For salinity} < 10 \text{ ppt: fraction of NH}_3 = \frac{1}{1 + 10^{(pK - pH)}}$$

Where:

$$pK = 0.09018 + \frac{2729.92}{T}$$

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T = Temperature (Kelvin)

The median and maximum un-ionized ammonia fractions were then used to express the daily maximum and the annual average un-ionized objectives as chronic and acute total ammonia criteria. The results were 52 mg/L for the chronic objective and 64 mg/L for the acute objective.

- b. CTR Criteria.** The CTR specifies numeric aquatic life and human health criteria for numerous priority pollutants. These criteria apply to inland surface waters and enclosed bays and estuaries. Some human health criteria are for consumption of “water and organisms” and others are for consumption of “organisms only.” The criteria applicable to “water and organisms” apply to the Napa River because it is a potential source of drinking water.
- c. NTR Criteria.** The NTR establishes numeric aquatic life and human health criteria for a number of toxic pollutants for San Francisco Bay waters upstream to and including Suisun Bay and the Sacramento-San Joaquin Delta. The NTR criteria apply to the Napa River.
- d. Receiving Water Salinity.** The Napa River is a freshwater river in the vicinity of the discharge. As confirmed by the *Collaborative Napa River Receiving Water Evaluation* (2003), Napa River salinity in all samples upstream and downstream of the discharge falls below one part per thousand, indicating a freshwater environment. Therefore, the freshwater water quality objectives from the Basin Plan, NTR, and CTR apply to this discharge.
- e. Receiving Water Hardness.** Ambient hardness data were used to calculate freshwater water quality objectives that are hardness dependent. Six data were collected downstream of the discharge point between April 2010 and December 2012. The average hardness of 69 mg/l was used to calculate the water quality objectives.
- f. Site-Specific Metals Translators.** Effluent limitations for metals must be expressed as total recoverable metal (40 C.F.R. § 122.45[c]). Since the water quality objectives for metals are typically expressed as dissolved metal, translators must be used to convert metals concentrations from dissolved to total recoverable and vice versa. The CTR contains default translators; however, site-specific conditions, such as water temperature, pH, total suspended solids, and organic carbon may affect the form of metal (dissolved, non-filterable, or otherwise) present and therefore available to cause toxicity. In general, dissolved metals are more available and more toxic to aquatic life than other forms. Site-specific translators can account for site-specific conditions, thereby preventing overly stringent or under-protective water quality objectives. In determining the need for and calculating WQBELs for all applicable metals, CTR default translators were used.

3. Need for Water Quality-Based Effluent Limitations (Reasonable Potential Analysis)

Assessing whether a pollutant has reasonable potential to exceed a water quality objective is the fundamental step in determining whether a WQBEL is required.

- a. Available Information.** The reasonable potential analysis for this Order is based on

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effluent monitoring data the Discharger collected from November 2010 to March 2015, as supplemented by effluent data the Discharger collected in March 2015 (for pollutant objectives listed in Basin Plan Tables 3-5 and 3-6). The reasonable potential analysis is based on ambient monitoring data the Discharger collected from April 2007 to February 2009 and data reported in *Collaborative Napa River Receiving Water Evaluation* (2003).

In some cases, reasonable potential cannot be determined because effluent data are limited or ambient background concentrations are unavailable. Provision VI.C.2 of the Order requires the Discharger to continue monitoring for such constituents in its effluent using analytical methods that provide the best feasible detection limitations. When additional data become available, further analysis will be conducted to determine whether numeric effluent limitations are necessary.

This Order does not contain WQBELs for constituents that do not demonstrate reasonable potential; however, Provision VI.C.2 of the Order still requires monitoring for such pollutants. If concentrations are found to have increased significantly, Provision VI.C.2 of the Order requires the Discharger to investigate the sources of the increases and implement remedial measures if the increases pose a threat to receiving water quality.

- b. Priority Pollutants.** For the priority pollutants (including those with Basin Plan water quality objectives for municipal and agricultural supply beneficial uses), the reasonable potential analysis for this Order is based on the methodology set forth in SIP section 1.3. Dioxin-TEQ is also included because these objectives are intended to protect aquatic life and human health, similar to the priority pollutant objectives. The analysis begins with identifying the maximum effluent concentration (MEC) observed for each pollutant based on available effluent concentration data and the ambient background concentration (B). SIP section 1.4.3 states that ambient background concentrations are either the maximum ambient concentration observed or, for water quality objectives intended to protect human health, the arithmetic mean of observed concentrations. There are three triggers in determining reasonable potential:
- i. Trigger 1** is activated if the maximum effluent concentration is greater than or equal to the lowest applicable water quality objective ($MEC \geq$ water quality objective).
 - ii. Trigger 2** is activated if the ambient background concentration observed in the receiving water is greater than the lowest applicable water quality objective ($B >$ water quality objective), *and* the pollutant is detected in any effluent sample.
 - iii. Trigger 3** is activated if a review of other information indicates that a WQBEL is needed to protect beneficial uses.

The maximum effluent concentrations (MECs), most stringent applicable water quality criteria and objectives, and background concentrations used in the analysis are presented below, along with the reasonable potential analysis results (yes or no) for each pollutant. The pollutants that exhibit reasonable potential are copper and cyanide by Trigger 1.

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Table F-8. Priority Pollutant Reasonable Potential Analysis

CTR No.	Pollutants	C or Governing Criterion or Objective (µg/L)	MEC or Minimum DL (µg/L) ^{[1][2]}	B or Minimum DL (µg/L) ^{[1][2]}	RPA Results ^[3]
1	Antimony	6	0.16	1.8	No
2	Arsenic	50	1.4	4.3	No
3	Beryllium	4	<0.09	0.06	U
4	Cadmium	0.85	0.06	<0.02	No
5a	Chromium (III)	50	---	1.8	U
5b	Chromium (VI)	11	<4.5	<0.6	No
6	Copper	6.8	6.9	3.1	Yes
7	Lead	2.0	0.45	1.1	No
8	Mercury (303(d) listed) ^[4]	---	---	---	---
9	Nickel	38	5	4.1	No
10	Selenium (303(d) listed)	5.0	<0.4	3.0	No
11	Silver	2.1	0.04	0.02	No
12	Thallium	1.7	<0.05	<0.01	No
13	Zinc	87	17	12	No
14	Cyanide	5.2	23	<0.6	Yes
16	2,3,7,8-TCDD	1.4 E-08	<5.3 E-07	<3.4 E-07	U
	Dioxin-TEQ	1.4 E-08	<3.4 E-07	1.1 E-11	U
17	Acrolein	320	2.8	<1.2	No
18	Acrylonitrile	0.059	<0.69	<0.58	U
19	Benzene	1	<0.18	<0.10	No
20	Bromoform	4.3	<0.15	<0.10	No
21	Carbon Tetrachloride	0.25	<0.16	<0.06	No
22	Chlorobenzene	70	<0.18	<0.1	No
23	Chlorodibromomethane	0.40	<0.17	<0.08	No
24	Chloroethane	No Criteria	<0.38	<0.11	U
25	2-Chloroethylvinyl ether	No Criteria	<0.28	<0.29	U
26	Chloroform	No Criteria	1.4	<0.09	U
27	Dichlorobromomethane	0.56	<0.17	<0.08	No
28	1,1-Dichloroethane	5	<0.19	<0.06	No
29	1,2-Dichloroethane	0.38	<0.18	<0.09	No
30	1,1-Dichloroethylene	0.057	<0.21	<0.07	U
31	1,2-Dichloropropane	0.52	<0.18	<0.07	No
32	1,3-Dichloropropylene	0.5	<0.16	<0.07	No
33	Ethylbenzene	300	<0.26	<0.09	No
34	Methyl Bromide	48	<0.17	<0.06	No
35	Methyl Chloride	No Criteria	<0.23	<0.09	U
36	Methylene Chloride	4.7	<0.2	<0.08	No
37	1,1,2,2-Tetrachloroethane	0.17	<0.1	<0.07	No
38	Tetrachloroethylene	0.8	<0.19	<0.12	No
39	Toluene	150	1.2	<0.06	No
40	1,2-Trans-Dichloroethylene	10	<0.22	<0.09	No
41	1,1,1-Trichloroethane	200	<0.19	<0.11	No
42	1,1,2-Trichloroethane	0.6	<0.16	<0.06	No

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CTR No.	Pollutants	C or Governing Criterion or Objective (µg/L)	MEC or Minimum DL (µg/L) ^{[1][2]}	B or Minimum DL (µg/L) ^{[1][2]}	RPA Results ^[3]
43	Trichloroethylene	2.7	<0.2	<0.07	No
44	Vinyl Chloride	0.5	<0.25	<0.14	No
45	2-Chlorophenol	120	<0.98	<0.80	No
46	2,4-Dichlorophenol	93	<0.99	<0.70	No
47	2,4-Dimethylphenol	540	<0.87	<0.80	No
48	2-Methyl- 4,6-Dinitrophenol	13.4	<0.91	<0.60	No
49	2,4-Dinitrophenol	70	<0.83	<0.60	No
50	2-Nitrophenol	No Criteria	<0.89	<0.60	U
51	4-Nitrophenol	No Criteria	<0.83	<0.70	U
52	3-Methyl 4-Chlorophenol	No Criteria	<0.91	<0.60	U
53	Pentachlorophenol	0.28	<0.81	<0.60	U
54	Phenol	21000	<0.69	<0.60	No
55	2,4,6-Trichlorophenol	2.1	<0.97	<0.60	No
56	Acenaphthene	1200	<0.03	<0.03	No
57	Acenaphthylene	No Criteria	<0.03	<0.02	U
58	Anthracene	9600	<0.03	0.02	No
59	Benzidine	0.00012	<5	<5.0	U
60	Benzo(a)Anthracene	0.0044	<0.03	<0.02	U
61	Benzo(a)Pyrene	0.0044	<0.03	<0.02	U
62	Benzo(b)Fluoranthene	0.0044	<0.03	<0.02	U
63	Benzo(ghi)Perylene	No Criteria	<0.03	<0.02	U
64	Benzo(k)Fluoranthene	0.0044	<0.03	<0.03	U
65	Bis(2-Chloroethoxy)Methane	No Criteria	<0.93	<0.70	U
66	Bis(2-Chloroethyl)Ether	0.031	<0.93	<0.90	U
67	Bis(2-Chloroisopropyl)Ether	1400	<0.95	<0.60	No
68	Bis(2-Ethylhexyl)Phthalate	1.8	<0.81	<0.60	No
69	4-Bromophenyl Phenyl Ether	No Criteria	<0.97	<0.97	U
70	Butylbenzyl Phthalate	3000	<0.98	<0.70	No
71	2-Chloronaphthalene	1700	<0.98	<0.98	No
72	4-Chlorophenyl Phenyl Ether	No Criteria	<0.99	<0.99	U
73	Chrysene	0.0044	<0.03	<0.02	U
74	Dibenzo(a,h)Anthracene	0.0044	<0.03	<0.02	U
75	1,2-Dichlorobenzene	600	<0.27	<0.11	No
76	1,3-Dichlorobenzene	400	<0.18	<0.11	No
77	1,4-Dichlorobenzene	5	<0.18	<0.10	No
78	3,3 Dichlorobenzidine	0.04	<5	<0.10	U
79	Diethyl Phthalate	23000	<0.86	<0.60	No
80	Dimethyl Phthalate	313000	<0.97	<0.70	No
81	Di-n-Butyl Phthalate	2700	<0.91	<0.60	No
82	2,4-Dinitrotoluene	0.11	<0.96	<0.60	U
83	2,6-Dinitrotoluene	No Criteria	<0.98	<0.60	U
84	Di-n-Octyl Phthalate	No Criteria	<0.92	<0.70	U
85	1,2-Diphenylhydrazine	0.04	<0.9	<0.60	U
86	Fluoranthene	300	<0.03	<0.02	No

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87	Fluorene	1300	<0.03	<0.02	No
88	Hexachlorobenzene	0.00075	<0.91	<0.91	U
89	Hexachlorobutadiene	0.44	<0.92	<0.92	U
90	Hexachlorocyclopentadiene	50	<0.9	<0.80	No
91	Hexachloroethane	1.9	<0.94	<0.94	No
92	Indeno(1,2,3-cd)Pyrene	0.0044	<0.03	<0.02	U
93	Isophorone	8.4	<0.93	<0.8	No
94	Naphthalene	No Criteria	<0.03	<0.02	U
95	Nitrobenzene	17	<0.95	<0.70	No
96	N-Nitrosodimethylamine	0.00069	<0.88	<0.80	U
97	N-Nitrosodi-n-Propylamine	0.005	<0.97	<0.60	U
98	N-Nitrosodiphenylamine	5	<0.83	<0.60	No
99	Phenanthrene	No Criteria	<0.03	0.04	U
100	Pyrene	960	<0.03	<0.02	No
101	1,2,4-Trichlorobenzene	5	<0.98	<0.98	No
102	Aldrin	0.00013	<0.0047	<0.002	U
103	Alpha-BHC	0.0039	<0.005	<0.002	U
104	Beta-BHC	0.014	<0.004	<0.002	No
105	Gamma-BHC	0.019	<0.004	<0.002	No
106	Delta-BHC	No Criteria	<0.004	<0.02	U
107	Chlordane (303(d) listed)	0.00057	<0.005	<0.003	U
108	4,4'-DDT (303(d) listed)	0.00059	<0.004	<0.003	U
109	4,4'-DDE (linked to DDT)	0.00059	<0.003	<0.003	U
110	4,4'-DDD	0.00083	<0.004	<0.002	U
111	Dieldrin (303d listed)	0.00014	<0.004	<0.003	U
112	Alpha-Endosulfan	0.056	<0.004	<0.003	No
113	beta-Endosulfan	0.056	<0.005	<0.002	No
114	Endosulfan Sulfate	110	<0.005	<0.002	No
115	Endrin	0.036	<0.005	<0.002	No
116	Endrin Aldehyde	0.76	<0.005	<0.002	No
117	Heptachlor	0.00021	<0.005	<0.003	U
118	Heptachlor Epoxide	0.0001	<0.004	<0.002	U
119-125	PCBs sum (303(d) listed) ^[4]	---	---	---	---
126	Toxaphene	0.0002	<0.2	---	U

Unit Abbreviations:

mg/L = milligrams per liter

µg/L = micrograms per liter

Footnotes:

^[1] The maximum effluent concentration and ambient background concentration are the actual detected concentrations unless preceded by a "<" sign, in which case the value shown is the minimum detection level (DL).

^[2] The maximum effluent concentration or ambient background concentration is "Unavailable" when there are no monitoring data for the constituent.

^[3] RPA Results = Yes, if MEC ≥ WQC, B > WQC and MEC is detected, or Trigger 3
= No, if MEC and B are < WQC or all effluent data are undetected
= Unknown, cannot determine (U), if no criteria have been promulgated or data are insufficient.

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^[4] SIP section 1.3 excludes from its reasonable potential analysis procedure priority pollutants for which a TMDL has been developed. TMDLs have been developed for mercury and PCBs in San Francisco Bay. Mercury and PCBs from wastewater discharges are regulated by NPDES Permit No. CA0038849, which implements the San Francisco Bay Mercury and PCBs TMDLs.

- c. Municipal and Agricultural Supply Pollutants.** Municipal and agricultural supply are beneficial uses of the Napa River. For water quality objectives designed to protect municipal and agricultural supply (see Basin Plan Tables 3-5 and 3-6), except for those already analyzed in Table F-8, the reasonable potential analysis is based on the *Technical Support Document for Water Quality-based Toxics Control* (Technical Support Document or TSD) (EPA/505/2-90-001). The TSD allows reasonable potential analyses using either receiving water concentrations projected from effluent data or measured receiving water concentrations. The analysis presented in Table F-9 is based on the method that predicts receiving water quality based on pollutant concentrations, a confidence interval, and the number of samples available. The first step is to calculate the percentile, p_n , represented by the maximum effluent concentration (MEC) in a set of n samples based on the desired confidence level, e.g., 95% or 99% (the higher the confidence level, the more conservative the analysis).

$$p_n = (1 - \text{confidence level})^{1/n}$$

Only one sample was taken for these pollutants in this analysis. Using a 95 percent confidence interval, the percentile is:

$$p_1 = (1 - 0.95)^{1/1} = 0.05$$

For a normal distribution, the Z-score for 0.95 percentile is:

$$Z_{0.95} = 1.64$$

The concentration multiplying factor (C)¹ corresponding to the MEC percentile (C_{p_n}) and the selected upper bound percentile ($C_{p_{upper\ bound}}$) is found using the following equation, where $\sigma^2 = \ln(CV^2 + 1)$, p is the percentile ($p_{upper\ bound}$ or p_n), and z_p is the standard normal distribution value for the percentile p :

$$C_p = \exp(Z_p \sigma - 0.5 \sigma^2)$$

Assuming the coefficient of variation (CV) is 0.6 (the TSD assumes 0.6 whenever there are fewer than ten samples), the variability $\sigma^2 = \ln(CV^2 + 1) = 0.307$. Therefore,

$$\begin{aligned} C_{0.05} &= \exp(Z_{0.05} \sigma - 0.5 \sigma^2) = \exp(-1.64 * 0.55 - 0.5 * 0.55^2) = 0.35 \\ C_{upper\ bound} &= C_{0.95} = \exp(Z_{0.95} \sigma - 0.5 \sigma^2) = \exp(1.64 * 0.55 - 0.5 * 0.55^2) = 2.13 \end{aligned}$$

The concentration ratio (R) is calculated using the following equation:

$$R = \frac{C_{upper\ bound}}{C_{p_n}} = \frac{2.13}{0.35} = 6.1$$

¹ The TSD refers to these values as “reasonable potential multiplying factors.” In this context, they are directly proportional to the effluent concentrations at the corresponding percentiles.

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The Discharger's mixing zone study (June 2010 Effluent Mixing Zone / Dilution Credit Study, Larry Walker Associates) indicates that the effluent plume is diluted 21:1 (i.e., 20 parts river water for each part effluent or $D = 20$) about 225 feet downstream from Discharge Point No. 001 when the river flow-to-effluent flow ratio is 50:1. Discharge Prohibition III.B maintains this ratio, and Fact Sheet section IV.C.4.a justifies a mixing zone as large as 225 feet downstream. Therefore, to calculate the receiving water concentration, this analysis assumes a dilution factor of $D=20$. This dilution factor accounts for upstream discharges (Calistoga), which for the purpose of this calculation are assumed to contain pollutant concentrations similar to those of this discharge (few data are available for the pollutants listed in Table F-7).

Using $R=6.1$ and $D=20$, the projected maximum receiving water concentrations (RWC) is then estimated using the following equation:

$$RWC = MEC \times R / \text{dilution factor} = MEC \times 0.305$$

The most stringent applicable water quality objectives, maximum effluent concentrations, and calculated receiving water concentrations (RWC) are presented below, along with the reasonable potential analysis results (yes or no) for each pollutant. Reasonable potential was not exhibited for any pollutants.

Table F-9. Municipal and Agricultural Supply Pollutant Reasonable Potential Analysis

Pollutant	Governing Criterion or Objective (µg/L)	MEC or Minimum DL (µg/L) ^[1]	RWC (µg/L) ^[1]	RPA Results ^[2]
Total Dissolved Solids	500,000	430,000	130,000	No
Electrical Conductivity	900 mmhos/cm	630 mmhos/cm	190 mmhos/cm	No
Aluminum	200	310	95	No
Barium	1,000	44	13	No
Boron	2,000	200	61	No
Chloride	360,000	65	20	No
Cobalt	5,000	1	0.3	No
Fluoride	600	<0.1	<0.1	No
Iron	300	780	240	No
Lithium	2,500	6.9	2.1	No
Manganese	50	140	43	No
Molybdenum	50	0.95	0.58	No
Nitrate (as NO ₃)	45,000	---	---	U
Nitrate + Nitrite (as N)	5,000	1,300	390	No
Nitrite (as N)	1,000	---	---	U
Sulfate	250,000	46,000	28,000	No
Vanadium	1,000	3.3	2.0	No
MBAS (foaming agents)	500	200	61	No
Phenols	1.0	<1.0	<1.0	No
Trihalomethanes	100	1.2	0.40	No
Lindane	0.2	<0.04	<0.04	No
Methoxychlor	30	<0.005	<0.005	No
2,4-D	70	<0.028	<0.028	No
2,4,4-TP Silvex	50	<0.2	<0.2	No

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Pollutant	Governing Criterion or Objective (µg/L)	MEC or Minimum DL (µg/L) ^[1]	RWC (µg/L) ^[1]	RPA Results ^[2]
Alachlor	2.0	<0.022	<0.022	No
Atrazine	1.0	<0.048	<0.048	No
Bentazon	18	<0.063	<0.063	No
Dalapon	200	<0.12	<0.12	No
Dinoseb	7.0	<0.2	<0.2	No
Diquat	20	<0.34	<0.34	No
Endothall	100	<2.7	<2.7	No
Ethylene dibromide	0.05	<0.0057	<0.0057	No
Glyphosate	700	<1.6	<1.6	No
Molinate	20	<0.015	<0.015	No
Oxaryl	50	<0.40	<0.40	No
Picloram	500	<0.015	<0.015	No
Simazine	4.0	<0.028	<0.028	No
Thiobencarb	1.0	<0.008	<0.008	No
1,2-dibromo-3-chloropropane	0.2	<0.01	<0.01	No
Cis-1,2-dichloroethylene	6.0	<0.20	<0.20	No
Methyl-tert-butyl ether	5	<0.15	<0.15	No
Monochlorobenzene	70	<0.5	<0.5	No
Styrene	100	<0.5	<0.5	No
Trichlorofluoromethane	150	<0.29	<0.29	No
1,1,2-trichloro-1,2,2-trifluoromethane	1,200	<1.0	<1.0	No

Unit Abbreviations:

µg/L = micrograms per liter
mmhos/cm = millisiemens per centimeter

Footnotes:

^[1] The maximum effluent concentration and ambient background concentration are the actual detected concentrations unless preceded by a "<" sign, in which case the value shown is the minimum detection level (DL).

^[2] RPA Results = Yes, if RWC ≥ WQC
= No, if RWC < WQC or all effluent data are undetected
= Unknown, cannot determine (U), if no criteria have been promulgated or data are insufficient.

d. Ammonia. Reasonable potential for ammonia was evaluated using two approaches, one based on effluent ammonia concentrations and one based on receiving water ammonia concentrations.

i. Effluent Approach. The effluent approach uses the TSD method described in Fact Sheet section IV.C.3.c above. Four un-ionized ammonia effluent samples were collected between December 2010 and December 2012. Using a 95 percent confidence interval, the percentile is:

$$p_1 = (1 - 0.95)^{1/5} = 0.473$$

For a normal distribution, the Z-score for 0.95 percentile is:

$$Z_{0.473} = -0.07$$

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The concentration multiplying factor (C) corresponding to the MEC percentile (C_{Pn}) and the selected upper bound percentile ($C_{P \text{ upper bound}}$) is found using the following equations, assuming the coefficient of variation (CV) is 0.6:

$$C_{0.05} = \exp(Z_{0.473}\sigma - 0.5\sigma^2) = \exp(-0.07 * 0.55 - 0.5 * 0.55^2) = 0.83$$

$$C_{\text{upperbound}} = C_{0.95} = \exp(Z_{0.95}\sigma - 0.5\sigma^2) = \exp(1.64 * 0.55 - 0.5 * 0.55^2) = 2.13$$

The concentration ratio (R) is calculated using the following equation:

$$R = \frac{C_{\text{upperbound}}}{C_{Pn}} = \frac{2.13}{0.83} = 2.58$$

Using R=2.32 and assuming no dilution, the projected maximum receiving water concentration (RWC) is estimated using the following equation, where the MEC is expressed as un-ionized ammonia based on effluent temperature and pH as described in Fact Sheet section IV.C.2.a.ii above:

$$\text{RWC} = \text{MEC} \times R = 0.063 \text{ mg/L} \times 2.58 = 0.16 \text{ mg/L}$$

This projected RWC is equals the acute water quality objective (0.016 mg/L) and is greater than the chronic water quality objective (0.025 mg/L), indicating reasonable potential.

- ii. **Receiving Water Approach.** The receiving water approach is based on four receiving water samples collected about 100 feet downstream of the discharge outfall from December 2010 through December 2012. Un-ionized ammonia concentrations are calculated based on receiving water temperature and pH as described in Fact Sheet section IV.C.2.a.ii above. The observed maximum concentration (0.0033 mg/L) was less than the acute water quality objective (0.16 mg/L) and the observed median concentration (0.00042 mg/L) was less than the chronic water quality objective (0.025 mg/L). Therefore, reasonable potential is not triggered using this approach. Nevertheless, since the effluent approach results in reasonable potential, this Order contains ammonia WQBELs.
- e. **Temperature.** Basin Plan section 3.3.17 prohibits the alteration of natural receiving water temperatures such that beneficial uses are adversely affected and temperature increases greater than 2.8°C above natural receiving water temperatures. Receiving water and effluent monitoring from April 2010 through December 2014 showed no significant difference between the upstream, downstream, and effluent monitoring stations. Therefore, the discharge will not increase the river temperature, and there is no reasonable potential for temperature to exceed the Basin Plan water quality objective.
- f. **Acute Toxicity.** Basin Plan section 4.5.5.3.1 requires acute toxicity monitoring and limitations, implying there is reasonable potential for the discharge to cause or contribute to exceedances of the acute toxicity water quality objective.
- g. **Chronic Toxicity.** Consistent with Basin Plan section 4.5.5.3.2, the Discharger does not monitor for chronic toxicity because the Facility is small, there are no industrial dischargers within its service area, and its discharges are intermittent. For these same

reasons, there is no reasonable potential for the discharge to cause or contribute to exceedances of the chronic toxicity water quality objective.

4. Water Quality-Based Effluent Limitations (WQBELs)

WQBELs were developed for the pollutants determined to have reasonable potential to cause or contribute to exceedances of water quality objectives. The WQBELs are based on the procedure specified in SIP section 1.4, which is required for priority pollutants. SIP section 1.4 is used as guidance for other pollutants.

- a. Mixing Zones and Dilution Credits.** The Order provides dilution credits for cyanide and copper. The SIP allows dilution credits for completely-mixed discharges and, under certain circumstances, incompletely-mixed discharges. The discharge is incompletely-mixed as defined in the SIP (more than 5 percent difference in pollutant concentrations in a cross section of the river within two river widths downstream). The outfall does not have a diffuser.

A CORMIX model was run under various flow conditions with a 50:1 river flow-to-wastewater flow ratio. According to the Discharger's mixing zone study (June 2010 Effluent Mixing Zone / Dilution Credit Study, Larry Walker Associates), within 25 feet downstream, the model estimated the plume had 6:1 dilution and spread 5 to 10 feet across the channel due to lateral momentum. At about 100 feet downstream, the plume was fully mixed vertically and spread about 12 feet across the channel. A dye tracer study provided similar results; the dye was diluted by at least 5:1 within this zone and spread across half of the river's width 100 feet downstream.

The dilution ratio was 21:1 by about 225 feet downstream under worst-case conditions (e.g., maximum daily average flow of 8.1 MGD). As discussed in Fact Sheet section IV.C.3.c, above, a mixing zone extending 225 feet downstream was used for the reasonable potential analysis for most non-priority pollutants with municipal or agricultural supply water quality objectives. A mixing zone extending no more than 225 feet downstream from the outfall meets SIP section 1.4.2.2.A requirements because it will not do any of the following:

- i. Compromise the integrity of the water body.** The mixing zone will not compromise the integrity of the receiving waters because it is small (less than 225 feet) relative to the size of the Napa River (55 miles).
- ii. Cause acute toxicity to aquatic life passing through the mixing zone.** Acutely toxic conditions will not exist inside the mixing zone because this Order contains acute toxicity effluent limits and requires acute toxicity testing to demonstrate compliance. These limits do not account for any dilution; therefore, compliance with these limits protects areas within the mixing zones. Bioassay monitoring conducted on fathead minnow during the past permit cycle showed high survival rates, indicating that organisms passing through the mixing zone are unlikely to experience acute toxicity.
- iii. Restrict the passage of aquatic life.** The mixing zone will not restrict the passage of aquatic life because the mixing zone is small compared to the size of the river at the

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discharge location. The mixing zone extends about 100 feet downstream and about 12 feet from the bank. The width of the river is about 40 feet. Aquatic organisms can easily pass around the mixing zone.

iv. Adversely affect biologically sensitive or critical habitats, including, but not limited to, habitats of species under federal or State endangered species laws.

The Napa River has two potential species of concern in the area. Steelhead (*Oncorhynchus mykiss irideus*) is a federally-listed “threatened” species known to spawn in the Napa River in January and February. The western pond turtle (*Actinemys marmorata*) is a State-listed species of special concern. Since turtles breathe air, they are unlikely to be adversely affected by contact with diluted effluent. Steelhead may take in pollutants through their gills as they pass through the mixing zone, but, because the mixing zone extends only 12 feet from the bank and 100 feet downstream, steelhead are unlikely to reside within the mixing zone for any significant duration that could adversely affect them.

v. Produce undesirable or nuisance aquatic life. The mixing zone will not produce undesirable or nuisance aquatic life. Cyanide and copper are not biostimulants or plant nutrients so they will not cause growth of aquatic nuisance species. Moreover, this Order imposes receiving water limitations that prohibit bottom deposits or aquatic growths to the extent that such deposits or growths cause nuisance or adversely affect beneficial uses.

vi. Result in floating debris, oil, or scum. The mixing zone will not result in floating debris, oil, or scum because the effluent receives treatment that will eliminate oils, grease, debris, and scum. In addition, this Order imposes receiving water limitations that prohibit floating debris, oil, or scum at any place and at any time.

vii. Produce objectionable color, odor, taste, or turbidity. The mixing zone will not produce objectionable color, odor, taste, or turbidity because the effluent receives treatment and is disinfected prior to discharge. Secondary treatment generally addresses objectionable odor, taste, and turbidity through the biological degradation of organic compounds and clarification. In addition, this Order prohibits alteration of color or turbidity beyond natural background levels.

viii. Cause objectionable bottom deposits. The mixing zone will not cause objectionable bottom deposits because the effluent receives treatment and is free of settleable solids. In addition, this Order prohibits bottom deposits or aquatic growths to the extent that such deposits or growths cause nuisance or adversely affect beneficial uses.

ix. Cause nuisance. The mixing zone will not cause a nuisance because the effluent receives treatment and is disinfected prior to discharge. This Order prohibits discharges from causing a nuisance, which Water Code section 13050(m) defines to mean anything that meets all three of the following criteria:

- is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;

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- affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and
 - occurs during, or as a result of, the treatment or disposal of wastes.
- x. **Dominate the receiving water body or overlap a mixing zone from a different outfall.** The mixing zone will not overlap any other mixing zone because the Regional Water Board has not established any other mixing zone nearby.
- xi. **Be located at or near any drinking water intake.** There are no drinking water intakes within 225 feet of the outfall.

In compliance with SIP section 1.4.2.2.B, the mixing zone protects all beneficial uses and complies with all regulatory requirements. Copper and cyanide are not carcinogenic, bioaccumulative, or persistent in the environment. Moreover, the Napa River flows freely at the point of discharge and flushes and dilutes pollutants downstream.

SIP section 1.4.2.2 requires mixing zones to be as small as practicable. To ensure that the cyanide and copper mixing zones are as small as possible, the cyanide and copper WQBELs are based on the smallest possible dilution credits ($D = 3$ and $D = 1$). Based on current performance, these dilution credits are minimum necessary for the Discharger to consistently meet the resulting WQBELs. These dilution credits are much smaller than the dilution credit associated with the 225-foot mixing zone ($D = 20$).

- b. **WQBEL Calculations.** For those pollutants with reasonable potential, average monthly effluent limitations (AMELs) and maximum daily effluent limitations (MDELs) were calculated as shown in the table below:

Table F-10. WQBEL Calculations

PRIORITY POLLUTANTS	Cyanide	Copper	Total Ammonia (acute)	Total Ammonia (chronic)
Units	µg/L	µg/L	mg/L N	mg/L N
Basis and Criteria type	NTR	Basin Plan	Basin Plan Aquatic Life	Basin Plan Aquatic Life
Criteria -Acute	22	9.9	64	---
Criteria -Chronic	5.2	6.8	---	52
Criteria –Human Health	---	---	---	---
Water Effects Ratio (WER)	1	1	1	1
Lowest WQO	5.2	6.8	64	52
Dilution Factor (D) (if applicable)	3.0	1.0	0	0
No. of samples per month	4	4	4	30 ^[1]
Aquatic life criteria analysis required? (Y/N)	Y	Y	Y	Y
HH criteria analysis required? (Y/N)	Y	N	N	N
Applicable Acute WQO	22	9.9	64	---
Applicable Chronic WQO	5.2	6.8	---	52

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PRIORITY POLLUTANTS	Cyanide	Copper	Total Ammonia (acute)	Total Ammonia (chronic)
Units	µg/L	µg/L	mg/L N	mg/L N
HH criteria	220,000	---	---	---
Background (Maximum Conc for Aquatic Life calc)	0.60	3.10	0.40	0.40
Background (Average Conc for Human Health calc)	0.60	---	---	---
Is the pollutant on the 303d list and/or bioaccumulative (Y/N)?	N	N	N	N
ECA acute	86	17	64	---
ECA chronic	19	10	---	52
ECA HH	700	---	---	---
No. of data points <10 or at least 80% of data reported non detect? (Y/N)	N	N	N	N
Avg of effluent data points	12	4.2	8.7	8.7
Std Dev of effluent data points	0.75	0.08	0.34	0.34
CV calculated	0.60	0.80	0.04	0.04
CV (Selected) - Final	0.60	0.60	0.60	0.60
ECA acute mult99	0.32	0.32	0.32	----
ECA chronic mult99	0.53	0.53	---	0.93
LTA acute	28	5.3	21	---
LTA chronic	10	5.5	---	48
minimum of LTAs	10	5.3	21	48
AMEL mult95	1.6	1.6	1.6	1.2
MDEL mult99	3.1	3.1	3.1	3.1
AMEL (aq life)	16	8.3	32	57
MDEL(aq life)	31	17	64	150
MDEL/AMEL Multiplier	2.0	2.0	2.0	2.6
AMEL (human hlth)	700	---	---	---
MDEL (human hlth)	1,400	---	----	---
minimum of AMEL for Aq. life vs HH	16	8.3	32	57
minimum of MDEL for Aq. Life vs HH	31	17	64	150
Previous order limit (average monthly)	15	14	16	16
Previous order limit (maximum daily)	30	24	39	39
Final limit - AMEL	15	8.3	16	16
Final limit - MDEL	30	17	39	39

Footnote:

^[1] Statistical adjustments were made to the total ammonia WQBEL calculations. The SIP assumes a 4-day average concentration and a monthly sampling frequency of 4 days per month to calculate effluent limitations based on

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chronic criteria, but the Basin Plan chronic water quality objective for un-ionized ammonia is based on an annual median instead of the typical 4-day average. Therefore, a 365-day average and a monitoring frequency of 30 days per month (the maximum daily sampling frequency in a month since the averaging period for the chronic criteria is longer than 30 days) were used. These statistical adjustments are supported by U.S. EPA's *Water Quality Criteria; Notice of Availability; 1999 Update of Ambient Water Quality Criteria for Ammonia* (64 Fed. Reg. 71974-71980, December 22, 1999).

- c. **Acute Toxicity QBELs.** This Order includes whole effluent acute toxicity QBELs based on Basin Plan Table 4-3. Bioassays are to be performed as specified in the MRP. Based on Basin Plan section 3.3.20, if the Discharger can demonstrate that ammonia causes acute toxicity in excess of the whole effluent acute toxicity QBELs, and that the ammonia in the discharge complies with the total ammonia QBELs in this Order, then such toxicity does not constitute a violation of the whole effluent acute toxicity QBELs.

D. Discharge Requirement Considerations

1. **Anti-backsliding.** This Order complies with the anti-backsliding provisions of CWA sections 402(o) and 303(d)(4), and 40 C.F.R. section 122.44(l), which generally require effluent limitations in a reissued permit to be as stringent as those in the previous order. The requirements of this Order are at least as stringent as those in the previous order.

This Order does not retain QBELs for dioxin-TEQ from the previous order because data do not indicate reasonable potential to exceed water quality objectives. This is consistent with State Water Board Order No. WQ 2001-16.

2. **Antidegradation.** This Order complies with the antidegradation provisions of 40 C.F.R. section 131.12 and State Water Board Resolution No. 68-16. It continues the status quo with respect to the level of discharge authorized in the previous order, which is the baseline by which to measure whether degradation will occur. This Order does not allow for an increase in flow, a reduced level of treatment, or less stringent effluent limitations relative to those in the previous order.

This Order removes a prohibition in the previous order against discharge of elevated temperature into the Napa River; however, this removal will not degrade water quality because monitoring during the past permit cycle showed no temperature difference between the effluent and receiving water. Moreover, the receiving water limitation in Provision V.5 of the Order requires that present natural background temperatures not be altered.

3. **Stringency of Requirements for Individual Pollutants.** This Order contains both technology-based and water quality-based effluent limitations for individual pollutants. This Order's technology-based requirements implement minimum, applicable federal technology-based requirements. In addition, this Order contains more stringent effluent limitations as necessary to meet water quality standards. Collectively, this Order's restrictions on individual pollutants are no more stringent than required to implement CWA requirements.

This Order's QBELs have been derived to implement water quality objectives that protect beneficial uses. The beneficial uses and water quality objectives have been approved pursuant to federal law and are the applicable federal water quality standards. To the extent that QBELs were derived from the CTR, the CTR is the applicable standard pursuant to

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40 C.F.R. section 131.38. The procedures for calculating these WQBELs are based on the CTR, as implemented in accordance with the SIP, which U.S. EPA approved on May 18, 2000. U.S. EPA approved most Basin Plan beneficial uses and water quality objectives prior to May 30, 2000. Beneficial uses and water quality objectives submitted to U.S. EPA prior to May 30, 2000, but not approved by U.S. EPA before that date, are nonetheless “applicable water quality standards for purposes of the CWA” pursuant to 40 C.F.R. section 131.21(c)(1). U.S. EPA approved the remaining beneficial uses and water quality objectives so they are applicable water quality standards pursuant to 40 C.F.R. section 131.21(c)(2).

V. RATIONALE FOR RECEIVING WATER LIMITATIONS

The receiving water limitations in sections V.A and V.B of the Order are based on Basin Plan narrative and numeric water quality objectives. The receiving water limitation in section V.C of the Order requires compliance with federal and State water quality standards in accordance with the CWA and regulations adopted thereunder.

VI. RATIONALE FOR PROVISIONS

A. Standard Provisions

Attachment D contains standard provisions that apply to all NPDES permits in accordance with 40 C.F.R. section 122.41 and additional conditions applicable to specific categories of permits in accordance with 40 C.F.R. section 122.42. The Discharger must comply with these provisions. The conditions set forth in 40 C.F.R. sections 122.41(a)(1) and (b) through (n) apply to all state-issued NPDES permits and must be incorporated into the permits either expressly or by reference.

In accordance with 40 C.F.R. section 123.25(a)(12), states may omit or modify conditions to impose more stringent requirements. Attachment G contains standard provisions that supplement the federal standard provisions in Attachment D. This Order omits federal conditions that address enforcement authority specified in 40 C.F.R. sections 122.41(j)(5) and (k)(2) because the State’s enforcement authority under the Water Code is more stringent. In lieu of these conditions, this Order incorporates Water Code section 13387(e) by reference.

B. Monitoring and Reporting

CWA section 308 and 40 C.F.R. sections 122.41(h), 122.41(j)-(l), 122.44(i), and 122.48 require that NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Regional Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. The Monitoring and Reporting Program (Attachment E) establishes monitoring, reporting, and recordkeeping requirements that implement federal and State requirements. For more background regarding these requirements, see Fact Sheet section VII.

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C. Special Provisions

1. Reopener Provisions

These provisions are based on 40 C.F.R. sections 122.62 and 122.63 and allow modification of this Order and its effluent limitations as necessary in response to updated water quality objectives, regulations, or other new and relevant information that may become available in the future, and other circumstances as allowed by law.

2. Effluent Characterization Study and Report

This Order does not include effluent limitations for pollutants that do not demonstrate reasonable potential, but this provision requires the Discharger to continue monitoring for these pollutants as described in the MRP and Attachment G. Monitoring data are necessary to verify that the “no” and “unknown” reasonable potential analysis conclusions of this Order remain valid. This requirement is authorized pursuant to Water Code section 13267 and is necessary to inform the next permit reissuance and to ensure that the Discharger takes timely steps in response to any unanticipated change in effluent quality during the term of this Order.

3. Receiving Water Characterization Study and Report

This Order does not include effluent limitations for pollutants that do not demonstrate reasonable potential, but this provision requires the Discharger to continue monitoring for these pollutants as described in the MRP and Attachment G. Monitoring data are necessary to verify that the “no” and “unknown” reasonable potential analysis conclusions of this Order remain valid. This requirement is authorized pursuant to Water Code section 13267 and is necessary to inform the next permit reissuance. The Order allows the Discharger to complete the study on its own or in collaboration with other Napa River dischargers.

4. Pollutant Minimization Program

This provision is based on Basin Plan section 4.13.2 and SIP section 2.4.5.

5. Special Provisions for Municipal Facilities

- a. **Sludge and Biosolids Management.** This provision is based on Basin Plan section 4.17 and 40 C.F.R. parts 257 and 503. “Sludge” refers to the solid, semisolid, and liquid residue removed during primary, secondary, and advanced wastewater treatment processes. “Biosolids” refers to sludge that has been treated and may be beneficially reused.
- b. **Collection System Management.** The Discharger’s collection system is part of the Facility regulated through this Order. This provision explains this Order’s requirements as they relate to the Discharger’s collection system and promotes consistency with the State Water Board’s *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* (General Collection System WDRs), Order No. 2006-0003-DWQ, as amended by Order No. WQ 2013-0058-EXEC. The General Collection System WDRs contain requirements for collection system operation and maintenance, and for reporting

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and mitigating sanitary sewer overflows. They also require agencies to develop sanitary sewer management plans and report all sanitary sewer overflows. The Discharger must comply with both the General Collection System WDRs and this Order.

- c. **Wastewater Impoundment Integrity.** This provision is required to ensure that the wastewater storage ponds do not leak and potentially threaten groundwater beneficial uses. Because this provision implements State requirements only and does not contain NPDES-related requirements, the following factors listed in Water Code section 13241 are considered:
 - i. **Past Present, and Probable Future Beneficial Uses.** This provision will protect the municipal and agricultural beneficial uses of groundwater by ensuring that untreated or partially-treated wastewater does not leak through the impoundments and contaminate the groundwater. In the past, leaking impoundments have contaminated nearby municipal supply wells.
 - ii. **Environmental Characteristics of Hydrographic Unit.** This provision will not affect the Napa River hydrographic unit because the impoundments are not intended or designed to serve as a water source for underlying groundwater or the Napa River.
 - iii. **Water Quality Conditions That Could Reasonably Be Achieved Through Coordinated Control.** This provision will protect water quality in the area by fully containing wastewater until it meets specified treatment levels.
 - iv. **Economic Considerations.** This provision will have no cost beyond the expected expenses to maintain impoundments as designed. This provision could avoid costs associated with potentially contaminating groundwater.
 - v. **Need For Developing Housing Within Region.** This provision will not affect the need to develop housing in the region because it does not affect population or land use within the region.
 - vi. **Need To Develop and Use Recycled Water.** This provision may improve the Discharger's ability to recycle water by containing water long enough to achieve full treatment to meet water quality criteria for multiple uses, including recycled water. It will also prevent water loss through percolation.
- d. **Standard Operating Procedures for Resource Recovery.** Standard Operating Procedures are required for dischargers that accept hauled waste fats, oil, and grease for injection into anaerobic digesters. The development and implementations of Standard Operating Procedures for management of these materials is intended to allow the California Department of Resources Recycling and Recovery to exempt operations from separate and redundant permitting programs. If the Discharger does not accept fats, oil, and grease for resource recovery purposes, it is not required to develop and implement Standard Operating Procedures.

VII. RATIONALE FOR MONITORING AND REPORTING PROGRAM

Attachment E contains the MRP for this Order. It specifies sampling stations, pollutants to be monitored (including all parameters for which effluent limitations are specified), monitoring

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frequencies, and reporting requirements. The following provides the rationale for the MRP requirements.

A. MRP Requirements Rationale

1. Influent Monitoring. Influent flow monitoring is necessary to understand Facility operations and to evaluate compliance with Discharge Prohibition III.D, which prohibits dry weather influent flow greater than 0.5 MGD. Influent BOD₅ and TSS monitoring is necessary to evaluate compliance with this Order's 85 percent removal requirements.

2. Effluent Monitoring. Effluent flow monitoring at Monitoring Location EFF-001 is necessary to distinguish flows discharged to the Napa River versus flows that go to the irrigation fields. Monitoring for other parameters at this location is necessary to evaluate compliance with this Order's effluent limitations and to conduct future reasonable potential analyses.

Effluent flow monitoring at Monitoring Location REC-001 is to understand Facility operations and to distinguish flows discharged to the Napa River versus flows that go to the irrigation fields.

3. Whole Effluent Acute Toxicity Testing. Acute whole effluent toxicity tests are necessary to evaluate compliance with the whole effluent acute toxicity effluent limitations.

4. Receiving Water Monitoring. Napa River flow monitoring is needed to determine the river flow-to-effluent flow ratio and to evaluate compliance with Discharge Prohibition III.C. Monitoring for hardness is necessary to determine applicable water quality objectives. Monitoring for pH and temperature is necessary to provide data to translate the Basin Plan's un-ionized ammonia water quality objectives into total ammonia criteria. Monitoring for total ammonia may be useful to complete future reasonable potential analyses.

5. Other Monitoring. Biosolids monitoring is required pursuant to 40 C.F.R. part 258 (for landfill disposal) or 40 C.F.R. part 503 (for land application).

B. Monitoring Requirements Summary. The table below summarizes routine monitoring requirements. This table is for informational purposes only. The actual requirements are specified in the MRP and elsewhere in this Order.

Table F-11. Monitoring Requirements Summary

Parameter	Influent INF-001	Effluent EFF-001	Effluent REC-001	Receiving Water RSW-001 and RSW-002	Biosolids BIO-001
Flow	Continuous/D	Continuous/D	Continuous/D	1/Day ^[1]	----
Biochemical Oxygen Demand 5-day @ 20°C BOD ₅	1/Week ^[2]	3/Week	---	----	----
Total Suspended Solids	1/Week ^[2]	3/Week	---	----	----
Oil and Grease	----	1/Quarter	----	----	----
pH	----	1/Day	----	2/Year ^[3]	----
Temperature	----	1/Quarter	----	2/Year ^[3]	----
Total Coliform Bacteria	----	3/Week	----	----	----

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Parameter	Influent INF-001	Effluent EFF-001	Effluent REC-001	Receiving Water RSW-001 and RSW-002	Biosolids BIO-001
Acute Toxicity	----	1/Quarter	----	----	----
Chlorine Residual	----	Continuous/2H	----	----	----
Ammonia, Total	----	1/Quarter	----	2/Year ^[3]	----
Hardness	----	---	----	2/Year ^[3]	----
Copper, Total	----	1/Month	----	---	----
Cyanide, Total	----	1/Month	----	---	----
Other Pollutants	----	Once	----	Once ^[4]	----
River Flow-to-Effluent Flow Ratio	----	1/Day	----	----	----
Paint Filter Test	----	----	----	----	1/Year

Abbreviations:

Continuous/D = measured continuously, and recorded and reported daily
Continuous/2H= measured continuously or, if infeasible, at least every 2 hours
1/Day = once per day
1/Week = once per week
3/Week = three times per week
1/Month = once per month
1/Quarter = once per quarter
2/Year = twice per year

Footnotes:

- ^[1] Monitoring is required at the USGS Station No.11458000 and only when discharging to the Napa River.
^[2] The frequency is to be once per quarter when not discharging to the Napa River.
^[3] Monitoring is required only at Monitoring Location RSW-002.
^[4] Collaborative downstream monitoring is to be conducted at Monitoring Location RSW-900.

VIII. PUBLIC PARTICIPATION

The Regional Water Board considered the issuance of WDRs that will serve as an NPDES permit for the Facility. As a step in the WDR adoption process, Regional Water Board staff developed tentative WDRs and encouraged public participation in the WDR adoption process.

A. Notification of Interested Parties. The Regional Water Board notified the Discharger and interested agencies and persons of its intent to prescribe WDRs for the discharge and provided an opportunity to submit written comments and recommendations. Notification was provided through *The Napa Valley Register*. The public had access to the agenda and any changes in dates and locations through the Regional Water Board's website at <http://www.waterboards.ca.gov/sanfranciscobay>.

B. Written Comments. Interested persons were invited to submit written comments concerning the tentative WDRs as explained through the notification process. Comments were to be submitted either in person or by mail to the Executive Officer at the Regional Water Board at 1515 Clay Street, Suite 1400, Oakland, California 94612, Attention: Vince Christian.

For full staff response and Regional Water Board consideration, the written comments were due at the Regional Water Board office by 5:00 p.m. on November 23, 2015.

C. Public Hearing. The Regional Water Board held a public hearing on the tentative WDRs during its regular meeting at the following date and time, and at the following location:

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Date: January 13, 2016
Time: 9:00 a.m.
Location: Elihu Harris State Office Building
1515 Clay Street, 1st Floor Auditorium
Oakland, CA 94612
Contact: Vince Christian, (510) 622-2336, vchristian@waterboards.ca.gov.

Interested persons were invited to attend. At the public hearing, the Regional Water Board heard testimony pertinent to the discharge, WDRs, and permit. For accuracy of the record, important testimony was requested to be in writing.

Dates and venues change. The Regional Water Board web address is <http://www.waterboards.ca.gov/sanfranciscobay>, where one could access the current agenda for changes in dates and locations.

- D. Reconsideration of Waste Discharge Requirements.** Any aggrieved person may petition the State Water Board to review the Regional Water Board decision regarding the final WDRs. The State Water Board must receive the petition at the following address within 30 calendar days of the Regional Water Board action:

State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100
Sacramento, CA 95812-0100

For instructions on how to file a petition for review, see http://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml.

- E. Information and Copying.** The Report of Waste Discharge, related supporting documents, and comments received are on file and may be inspected at the address above at any time between 8:00 a.m. and 5:00 p.m. (except noon to 1 p.m.), Monday through Friday. Copying of documents may be arranged by calling (510) 622-2300.
- F. Register of Interested Persons.** Any person interested in being placed on the mailing list for information regarding the WDRs and NPDES permit should contact the Regional Water Board, reference the Facility, and provide a name, address, and phone number.
- G. Additional Information.** Requests for additional information or questions regarding this Order should be directed to Vince Christian, at (510) 622-2336 or vchristian@waterboards.ca.gov.

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APPENDIX F-1 RIVER FLOW-TO-EFFLUENT FLOW RATIO CALCULATIONS

The flow balance for the Napa River from a point just upstream of the City of Calistoga's outfalls to a point just downstream of the City of St. Helena's outfall can be expressed as in Equation 1.

$$Q_{\text{RivUpstrm}} + Q_c + Q_{\text{sh}} + Q_y + Q_{\text{urban}} + Q_{\text{trib}} = Q_{\text{RivDnstrm}}$$

Where:

$Q_{\text{RivUpstrm}}$ = Upstream River Flow
 Q_c = Calistoga Effluent Flow
 Q_{sh} = Saint Helena Effluent Flow
 Q_y = Yountville Effluent Flow
 Q_{urban} = Urban Runoff Flow
 Q_{trib} = Tributary Flow
 $Q_{\text{RivDnstrm}}$ = Downstream River Flow

Conservatively assuming that Q_{trib} is negligible during the early part of the discharge season, this equation yields the following:

$$\textbf{Equation 1: } Q_{\text{RivUpstrm}} + Q_c + Q_{\text{sh}} + Q_y + Q_{\text{urban}} = Q_{\text{RivDnstrm}}$$

Conservatively using wet weather influent data¹ to estimate the flows of each wastewater treatment facility yields the following:

$$\begin{aligned} Q_{\text{sh}} &= 1.0 \text{ Mgal/day} \\ Q_y &= 0.80 \text{ Mgal/day} = 0.8 * Q_{\text{sh}} \\ Q_c &= 0.89 \text{ Mgal/day} = 0.89 * Q_{\text{sh}} \end{aligned}$$

Thus:

$$\textbf{Equation 2: } Q_c + Q_{\text{sh}} + Q_y = 2.69 * Q_{\text{sh}} = 2.69 \text{ Mgal/day} = 982 \text{ Mgal/year}$$

Q_{urban} can be estimated through this equation:²

$$Q_{\text{urban}} = C_{\text{mun}} * I * A_{\text{mun}} + C_{\text{ind}} * I * A_{\text{ind}}$$

Where:

I = rainfall = 30 inches / year
 C_{mun} = municipal runoff fraction = 0.2
 C_{ind} = industrial runoff fraction = 1.0
 A_{mun} = municipal area = 25,667 acres
 A_{ind} = industrial area = 1,447 acres

¹ Average flow data are from Calistoga, St. Helena, and Yountville self-monitoring reports for December 2014, a very wet month.

² This equation, the runoff fractions, and land use areas are from Table 7b of the staff report for the Napa River Sediment Total Maximum Daily Load (January 16, 2007).

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$$Q_{urban} = [0.2(30in/year)(25667acres) + 1.0(30in/year)(1447acres)] \times \left[\frac{1.008ft^3/sec}{acre-in/hr} \right] \times \left[\frac{3600sec}{hr} \right] \times \left[\frac{7.4805gal}{ft^3} \right]$$

$$Q_{urban} = 5,359 \text{ Mgal/year}$$

Therefore, Q_{urban} is about 5.5 times the combined flow of the treatment plants.

$$\frac{Q_{urban}}{Q_c + Q_{sh} + Q_y} = \frac{5359 \text{ Mgal/year}}{982 \text{ Mgal/year}} = 5.5$$

$$Q_{Urban} = 5.5 * (Q_c + Q_{sh} + Q_y)$$

Substituting this ratio into Equation 1:

$$Q_{RivUpstrm} + 6.5 * (Q_c + Q_{sh} + Q_y) = Q_{RivDnstrm}$$

Using Equation 2:

$$\text{Equation 3: } Q_{RivUpstrm} = Q_{RivDnstrm} - 17.485 * Q_{sh}$$

Effluent and ambient background data suggest that the Napa River's assimilative capacity may be most limited with respect to copper. Therefore, the minimum river flow-to-effluent flow ratio is calculated by setting the background, effluent, and runoff copper mass equal to the downstream copper mass based on the downstream flow and copper water quality objective (C_o).

The copper mass balance can be expressed as follows:

$$\text{Equation 4: } Q_{RivUpstrm} * C_b + Q_c * C_c + Q_{sh} * C_{sh} + Q_y * C_y + Q_{urban} * C_{urban} = Q_{RivDnstrm} * C_o$$

Where:

C_b = Upstream Background River Copper Concentration

C_c = Calistoga Effluent Copper Concentration

C_{sh} = Saint Helena Effluent Copper Concentration

C_y = Yountville Effluent Copper Concentration

C_{urban} = Urban Runoff Copper Concentration

C_{trib} = Tributary Copper Concentration

C_o = Downstream River Copper Water Quality Objective Concentration

Assuming that urban and non-urban runoff copper loads are about eight times those of the wastewater treatment plants yields the following:³

$$Q_{urban} * C_{urban} = 8 * (Q_c * C_c + Q_{sh} * C_{sh} + Q_y * C_y)$$

Combining the above equation with Equation 4 yields the following:

$$Q_{RivUpstrm} * C_b + 9 * (Q_c * C_c + Q_{sh} * C_{sh} + Q_y * C_y) = Q_{RivDnstrm} * C_o$$

³ The relative copper loads are from the staff report for the Copper Site Specific Objectives (June 6, 2007).

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Substituting Equation 3 into Equation 4 and solving for the river flow-to-effluent flow ratio yields the following:

$$\frac{Q_{RivDnstrm}}{Q_{sh}} = \frac{17.485 \times C_b - 8.01 \times C_c - 9 \times C_{sh} - 7.2 \times C_y}{C_b - C_o}$$

Effluent copper concentrations are conservatively based on each wastewater treatment plant's 95th percentile effluent copper concentration from 2010 through 2014. The downstream copper water quality objective (7.9 mg/L) is based on Basin Plan Table 3-4 and the lowest measured downstream hardness of 82 mg/L. The background copper concentration (3.1 mg/L) is based on the highest upstream measurement the Discharger collected from February 2002 through March 2015.

$$C_c = 8.9 \text{ mg/L}$$

$$C_{sh} = 6.8 \text{ mg/L}$$

$$C_y = 16 \text{ mg/L}$$

$$C_o = 7.9 \text{ mg/L}$$

$$C_b = 3.1 \text{ mg/L}$$

Substituting these values into the equation above yields the following:

$$\frac{Q_{RivDnstrm}}{Q_{sh}} = \frac{17.485 \times 3.1 - 8.01 \times 8.9 - 9 \times 6.8 - 9 \times 16}{3.1 - 7.9} = \frac{46}{1}$$

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CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

ATTACHMENT G
REGIONAL STANDARD PROVISIONS, AND MONITORING
AND REPORTING REQUIREMENTS
(SUPPLEMENT TO ATTACHMENT D)

For

NPDES WASTEWATER DISCHARGE PERMITS

March 2010

City of St. Helena
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ORDER No. R2-2016-0003
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**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

**REGIONAL STANDARD PROVISIONS, AND MONITORING AND
REPORTING REQUIREMENTS
(SUPPLEMENT TO ATTACHMENT D)**

FOR

NPDES WASTEWATER DISCHARGE PERMITS

APPLICABILITY

This document applies to dischargers covered by a National Pollutant Discharge Elimination System (NPDES) permit. This document does not apply to Municipal Separate Storm Sewer System (MS4) NPDES permits.

The purpose of this document is to supplement the requirements of Attachment D, Standard Provisions. The requirements in this supplemental document are designed to ensure permit compliance through preventative planning, monitoring, recordkeeping, and reporting. In addition, this document requires proper characterization of issues as they arise, and timely and full responses to problems encountered. To provide clarity on which sections of Attachment D this document supplements, this document is arranged in the same format as Attachment D.

I. STANDARD PROVISIONS - PERMIT COMPLIANCE

A. Duty to Comply – Not Supplemented

B. Need to Halt or Reduce Activity Not a Defense – Not Supplemented

C. Duty to Mitigate – This supplements I.C. of Standard Provisions (Attachment D)

1. Contingency Plan - The Discharger shall maintain a Contingency Plan as originally required by Regional Water Board Resolution 74-10 and as prudent in accordance with current municipal facility emergency planning. The Contingency Plan shall describe procedures to ensure that existing facilities remain in, or are rapidly returned to, operation in the event of a process failure or emergency incident, such as employee strike, strike by suppliers of chemicals or maintenance services, power outage, vandalism, earthquake, or fire. The Discharger may combine the Contingency Plan and Spill Prevention Plan into one document. Discharge in violation of the permit where the Discharger has failed to develop and implement a Contingency Plan as described below will be the basis for considering the discharge a willful and negligent violation of the permit pursuant to California Water Code Section 13387. The Contingency Plan shall, at a minimum, contain the provisions of a. through g. below.
 - a. Provision of personnel for continued operation and maintenance of sewerage facilities during employee strikes or strikes against contractors providing services.

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- b. Maintenance of adequate chemicals or other supplies and spare parts necessary for continued operations of sewerage facilities.
 - c. Provisions of emergency standby power.
 - d. Protection against vandalism.
 - e. Expeditious action to repair failures of, or damage to, equipment and sewer lines.
 - f. Report of spills and discharges of untreated or inadequately treated wastes, including measures taken to clean up the effects of such discharges.
 - g. Programs for maintenance, replacement, and surveillance of physical condition of equipment, facilities, and sewer lines.
2. Spill Prevention Plan - The Discharger shall maintain a Spill Prevention Plan to prevent accidental discharges and minimize the effects of such events. The Spill Prevention Plan shall:
- a. Identify the possible sources of accidental discharge, untreated or partially treated waste bypass, and polluted drainage;
 - b. Evaluate the effectiveness of present facilities and procedures, and state when they became operational; and
 - c. Predict the effectiveness of the proposed facilities and procedures, and provide an implementation schedule containing interim and final dates when they will be constructed, implemented, or operational.

This Regional Water Board, after review of the Contingency and Spill Prevention Plans or their updated revisions, may establish conditions it deems necessary to control accidental discharges and to minimize the effects of such events. Such conditions may be incorporated as part of the permit upon notice to the Discharger.

D. Proper Operation & Maintenance – This supplements I.D of Standard Provisions (Attachment D)

- 1. Operation and Maintenance (O&M) Manual - The Discharger shall maintain an O&M Manual to provide the plant and regulatory personnel with a source of information describing all equipment, recommended operational strategies, process control monitoring, and maintenance activities. To remain a useful and relevant document, the O&M Manual shall be kept updated to reflect significant changes in treatment facility equipment and operational practices. The O&M Manual shall be maintained in usable condition and be available for reference and use by all relevant personnel and Regional Water Board staff.
- 2. Wastewater Facilities Status Report - The Discharger shall regularly review, revise, or update, as necessary, its Wastewater Facilities Status Report. This report shall document how the Discharger operates and maintains its wastewater collection, treatment, and disposal facilities to ensure that all facilities are adequately staffed, supervised, financed, operated, maintained, repaired, and upgraded as necessary to provide adequate and reliable transport, treatment, and disposal of all wastewater from both existing and planned future wastewater sources under the Discharger's service responsibilities.

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3. Proper Supervision and Operation of Publicly Owned Treatment Works (POTWs) - POTWs shall be supervised and operated by persons possessing certificates of appropriate grade pursuant to Division 4, Chapter 14, Title 23 of the California Code of Regulations.

E. Property Rights – Not Supplemented

F. Inspection and Entry – Not Supplemented

G. Bypass – Not Supplemented

H. Upset – Not Supplemented

I. Other – This section is an addition to Standard Provisions (Attachment D)

1. Neither the treatment nor the discharge of pollutants shall create pollution, contamination, or nuisance as defined by California Water Code Section 13050.
2. Collection, treatment, storage, and disposal systems shall be operated in a manner that precludes public contact with wastewater, except in cases where excluding the public is infeasible, such as private property. If public contact with wastewater could reasonably occur on public property, warning signs shall be posted.
3. If the Discharger submits a timely and complete Report of Waste Discharge for permit reissuance, this permit continues in force and effect until a new permit is issued or the Regional Water Board rescinds the permit.

J. Storm Water – This section is an addition to Standard Provisions (Attachment D)

These provisions apply to facilities that do not direct all storm water flows from the facility to the wastewater treatment plant headworks.

1. Storm Water Pollution Prevention Plan (SWPP Plan)

The SWPP Plan shall be designed in accordance with good engineering practices and shall address the following objectives:

- a. To identify pollutant sources that may affect the quality of storm water discharges; and
- b. To identify, assign, and implement control measures and management practices to reduce pollutants in storm water discharges.

The SWPP Plan may be combined with the existing Spill Prevention Plan as required in accordance with Section C.2. The SWPP Plan shall be retained on-site and made available upon request of a representative of the Regional Water Board.

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2. Source Identification

The SWPP Plan shall provide a description of potential sources that may be expected to add significant quantities of pollutants to storm water discharges, or may result in non-storm water discharges from the facility. The SWPP Plan shall include, at a minimum, the following items:

- a. A topographical map (or other acceptable map if a topographical map is unavailable), extending one-quarter mile beyond the property boundaries of the facility, showing the wastewater treatment facility process areas, surface water bodies (including springs and wells), and discharge point(s) where the facility's storm water discharges to a municipal storm drain system or other points of discharge to waters of the State. The requirements of this paragraph may be included in the site map required under the following paragraph if appropriate.
- b. A site map showing the following:
 - 1) Storm water conveyance, drainage, and discharge structures;
 - 2) An outline of the storm water drainage areas for each storm water discharge point;
 - 3) Paved areas and buildings;
 - 4) Areas of actual or potential pollutant contact with storm water or release to storm water, including but not limited to outdoor storage and process areas; material loading, unloading, and access areas; and waste treatment, storage, and disposal areas;
 - 5) Location of existing storm water structural control measures (i.e., berms, coverings, etc.);
 - 6) Surface water locations, including springs and wetlands; and
 - 7) Vehicle service areas.
- c. A narrative description of the following:
 - 1) Wastewater treatment process activity areas;
 - 2) Materials, equipment, and vehicle management practices employed to minimize contact of significant materials of concern with storm water discharges;
 - 3) Material storage, loading, unloading, and access areas;
 - 4) Existing structural and non-structural control measures (if any) to reduce pollutants in storm water discharges; and
 - 5) Methods of on-site storage and disposal of significant materials.
- d. A list of pollutants that have a reasonable potential to be present in storm water discharges in significant quantities.

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3. Storm Water Management Controls

The SWPP Plan shall describe the storm water management controls appropriate for the facility and a time schedule for fully implementing such controls. The appropriateness and priorities of controls in the SWPP Plan shall reflect identified potential sources of pollutants. The description of storm water management controls to be implemented shall include, as appropriate:

a. Storm water pollution prevention personnel

Identify specific individuals (and job titles) that are responsible for developing, implementing, and reviewing the SWPP Plan.

b. Good housekeeping

Good housekeeping requires the maintenance of clean, orderly facility areas that discharge storm water. Material handling areas shall be inspected and cleaned to reduce the potential for pollutants to enter the storm drain conveyance system.

c. Spill prevention and response

Identify areas where significant materials can spill into or otherwise enter storm water conveyance systems and their accompanying drainage points. Specific material handling procedures, storage requirements, and cleanup equipment and procedures shall be identified, as appropriate. The necessary equipment to implement a cleanup shall be available, and personnel shall be trained in proper response, containment, and cleanup of spills. Internal reporting procedures for spills of significant materials shall be established.

d. Source control

Source controls include, for example, elimination or reduction of the use of toxic pollutants, covering of pollutant source areas, sweeping of paved areas, containment of potential pollutants, labeling of all storm drain inlets with "No Dumping" signs, isolation or separation of industrial and non-industrial pollutant sources so that runoff from these areas does not mix, etc.

e. Storm water management practices

Storm water management practices are practices other than those that control the sources of pollutants. Such practices include treatment or conveyance structures, such as drop inlets, channels, retention and detention basins, treatment vaults, infiltration galleries, filters, oil/water separators, etc. Based on assessment of the potential of various sources to contribute pollutants to storm water discharges in significant quantities, additional storm water management practices to remove pollutants from storm water discharges shall be implemented and design criteria shall be described.

f. Sediment and erosion control

Measures to minimize erosion around the storm water drainage and discharge points, such as riprap, revegetation, slope stabilization, etc., shall be described.

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g. Employee training

Employee training programs shall inform all personnel responsible for implementing the SWPP Plan. Training shall address spill response, good housekeeping, and material management practices. New employee and refresher training schedules shall be identified.

h. Inspections

All inspections shall be done by trained personnel. Material handling areas shall be inspected for evidence of, or the potential for, pollutants entering storm water discharges. A tracking or follow up procedure shall be used to ensure appropriate response has been taken in response to an inspection. Inspections and maintenance activities shall be documented and recorded. Inspection records shall be retained for five years.

i. Records

A tracking and follow-up procedure shall be described to ensure that adequate response and corrective actions have been taken in response to inspections.

4. Annual Verification of SWPP Plan

An annual facility inspection shall be conducted to verify that all elements of the SWPP Plan are accurate and up-to-date. The results of this review shall be reported in the Annual Report to the Regional Water Board described in Section V.C.f.

K. Biosolids Management – This section is an addition to Standard Provisions (Attachment D)

Biosolids must meet the following requirements prior to land application. The Discharger must either demonstrate compliance or, if it sends the biosolids to another party for further treatment or distribution, must give the recipient the information necessary to ensure compliance.

1. Exceptional quality biosolids meet the pollutant concentration limits in Table III of 40 CFR Part 503.13, Class A pathogen limits, and one of the vector attraction reduction requirements in 503.33(b)(1)-(b)(8). Such biosolids do not have to be tracked further for compliance with general requirements (503.12) and management practices (503.14).
2. Biosolids used for agricultural land, forest, or reclamation shall meet the pollutant limits in Table I (ceiling concentrations) and Table II or Table III (cumulative loadings or pollutant concentration limits) of 503.13. They shall also meet the general requirements (503.12) and management practices (503.14) (if not exceptional quality biosolids) for Class A or Class B pathogen levels with associated access restrictions (503.32) and one of the 10 vector attraction reduction requirements in 503.33(b)(1)-(b)(10).
3. Biosolids used for lawn or home gardens must meet exceptional quality biosolids limits.
4. Biosolids sold or given away in a bag or other container must meet the pollutant limits in either Table III or Table IV (pollutant concentration limits or annual pollutant loading rate limits) of 503.13. If Table IV is used, a label or information sheet must be attached to the biosolids packing that explains Table IV (see 503.14). The biosolids must also meet the Class A pathogen limits and one of the vector attraction reduction requirements in 503.33(b)(1)-(b)(8).

II. STANDARD PROVISIONS – PERMIT ACTION – Not Supplemented

Attachment G
Regional Standard Provisions, and Monitoring and Reporting Requirements (March 2010)

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III. STANDARD PROVISIONS – MONITORING

A. Sampling and Analyses – This section is a supplement to III.A and III.B of Standard Provisions (Attachment D)

1. Use of Certified Laboratories

Water and waste analyses shall be performed by a laboratory certified for these analyses in accordance with California Water Code Section 13176.

2. Use of Appropriate Minimum Levels

Table C lists the suggested analytical methods for the 126 priority pollutants and other toxic pollutants that should be used, unless a particular method or minimum level (ML) is required in the MRP.

For priority pollutant monitoring, when there is more than one ML value for a given substance, the Discharger may select any one of the analytical methods cited in Table C for compliance determination, or any other method described in 40 CFR part 136 or approved by U.S. EPA (such as the 1600 series) if authorized by the Regional Water Board. However, the ML must be below the effluent limitation and water quality objective. If no ML value is below the effluent limitation and water quality objective, then the method must achieve an ML no greater than the lowest ML value indicated in Table C. All monitoring instruments and equipment shall be properly calibrated and maintained to ensure accuracy of measurements.

3. Frequency of Monitoring

The minimum schedule of sampling analysis is specified in the MRP portion of the permit.

a. Timing of Sample Collection

- 1) The Discharger shall collect samples of influent on varying days selected at random and shall not include any plant recirculation or other sidestream wastes, unless otherwise stipulated by the MRP.
- 2) The Discharger shall collect samples of effluent on days coincident with influent sampling unless otherwise stipulated by the MRP or the Executive Officer. The Executive Officer may approve an alternative sampling plan if it is demonstrated to be representative of plant discharge flow and in compliance with all other permit requirements.
- 3) The Discharger shall collect grab samples of effluent during periods of day-time maximum peak effluent flows (or peak flows through secondary treatment units for facilities that recycle effluent flows).
- 4) Effluent sampling for conventional pollutants shall occur on at least one day of any multiple-day bioassay test the MRP requires. During the course of the test, on at least one day, the Discharger shall collect and retain samples of the discharge. In the event a bioassay test does

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not comply with permit limits, the Discharger shall analyze these retained samples for pollutants that could be toxic to aquatic life and for which it has effluent limits.

- i. The Discharger shall perform bioassay tests on final effluent samples; when chlorine is used for disinfection, bioassay tests shall be performed on effluent after chlorination-dechlorination; and
- ii. The Discharger shall analyze for total ammonia nitrogen and calculate the amount of un-ionized ammonia whenever test results fail to meet the percent survival specified in the permit.

b. Conditions Triggering Accelerated Monitoring

- 1) If the results from two consecutive samples of a constituent monitored in a 30-day period exceed the monthly average limit for any parameter (or if the required sampling frequency is once per month and the monthly sample exceeds the monthly average limit), the Discharger shall, within 24 hours after the results are received, increase its sampling frequency to daily until the results from the additional sampling show that the parameter is in compliance with the monthly average limit.
- 2) If any maximum daily limit is exceeded, the Discharger shall increase its sampling frequency to daily within 24 hours after the results are received that indicate the exceedance of the maximum daily limit until two samples collected on consecutive days show compliance with the maximum daily limit.
- 3) If final or intermediate results of an acute bioassay test indicate a violation or threatened violation (e.g., the percentage of surviving test organisms of any single acute bioassay test is less than 70 percent), the Discharger shall initiate a new test as soon as practical, and the Discharger shall investigate the cause of the mortalities and report its findings in the next self monitoring report (SMR).
- 4) The Discharger shall calibrate chlorine residual analyzers against grab samples as frequently as necessary to maintain accurate control and reliable operation. If an effluent violation is detected, the Discharger shall collect grab samples at least every 30 minutes until compliance with the limit is achieved, unless the Discharger monitors chlorine residual continuously. In such cases, the Discharger shall continue to conduct continuous monitoring as required by its permit.
- 5) When a bypass occurs (except one subject to provision III.A.3.b.6 below), the Discharger shall monitor flows and collect samples on a daily basis for all constituents at affected discharge points that have effluent limits for the duration of the bypass (including acute toxicity using static renewals), except chronic toxicity, unless otherwise stipulated by the MRP.
- 6) Unless otherwise stipulated by the MRP, when a bypass approved pursuant to Attachment D, Standard Provisions, Sections I.G.2 or I.G.4, occurs, the Discharger shall monitor flows and, using appropriate procedures as specified in the MRP, collect and retain samples for affected discharge points on a daily basis for the duration of the bypass. The Discharger shall analyze for total suspended solids (TSS) using 24-hour composites (or more frequent increments) and for bacteria indicators with effluent limits using grab samples. If TSS exceeds 45 mg/L in any composite sample, the Discharger shall also analyze the retained samples for that discharge for all other constituents that have effluent limits, except oil and grease, mercury, dioxin-

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TEQ, and acute and chronic toxicity. Additionally, at least once each year, the Discharger shall analyze the retained samples for one approved bypass discharge event for all other constituents that have effluent limits, except oil and grease, mercury, dioxin-TEQ, and acute and chronic toxicity. This monitoring shall be in addition to the minimum monitoring specified in the MRP.

c. Storm Water Monitoring

The requirements of this section only apply to facilities that are not covered by an NPDES permit for storm water discharges and where not all site storm drainage from process areas (i.e., areas of the treatment facility where chemicals or wastewater could come in contact with storm water) is directed to the headworks. For storm water not directed to the headworks during the wet season (October 1 to April 30), the Discharger shall:

- 1) Conduct visual observations of the storm water discharge locations during daylight hours at least once per month during a storm event that produces significant storm water discharge to observe the presence of floating and suspended materials, oil and grease, discoloration, turbidity, and odor, etc.
- 2) Measure (or estimate) the total volume of storm water discharge, collect grab samples of storm water discharge from at least two storm events that produce significant storm water discharge, and analyze the samples for oil and grease, pH, TSS, and specific conductance.

The grab samples shall be taken during the first 30 minutes of the discharge. If collection of the grab samples during the first 30 minutes is impracticable, grab samples may be taken during the first hour of the discharge, and the Discharger shall explain in the Annual Report why the grab sample(s) could not be taken in the first 30 minutes.

- 3) Testing for the presence of non-storm water discharges shall be conducted no less than twice during the dry season (May 1 to September 30) at all storm water discharge locations. Tests may include visual observations of flows, stains, sludges, odors, and other abnormal conditions; dye tests; TV line surveys; or analysis and validation of accurate piping schematics. Records shall be maintained describing the method used, date of testing, locations observed, and test results.
- 4) Samples shall be collected from all locations where storm water is discharged. Samples shall represent the quality and quantity of storm water discharged from the facility. If a facility discharges storm water at multiple locations, the Discharger may sample a reduced number of locations if it establishes and documents through the monitoring program that storm water discharges from different locations are substantially identical.
- 5) Records of all storm water monitoring information and copies of all reports required by the permit shall be retained for a period of at least three years from the date of sample, observation, or report.

d. Receiving Water Monitoring

The requirements of this section only apply when the MRP requires receiving water sampling.

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- 1) Receiving water samples shall be collected on days coincident with effluent sampling for conventional pollutants.
- 2) Receiving water samples shall be collected at each station on each sampling day during the period within one hour following low slack water. Where sampling during lower slack water is impractical, sampling shall be performed during higher slack water. Samples shall be collected within the discharge plume and down current of the discharge point so as to be representative, unless otherwise stipulated in the MRP.
- 3) Samples shall be collected within one foot of the surface of the receiving water, unless otherwise stipulated in the MRP.

B. Biosolids Monitoring – This section supplements III.B of Standard Provisions (Attachment D)

When biosolids are sent to a landfill, sent to a surface disposal site, or applied to land as a soil amendment, they must be monitored as follows:

1. Biosolids Monitoring Frequency

Biosolids disposal must be monitored at the following frequency:

<u>Metric tons biosolids/365 days</u>	<u>Frequency</u>
0-290	Once per year
290-1500	Quarterly
1500-15,000	Six times per year
Over 15,000	Once per month

(Metric tons are on a dry weight basis)

2. Biosolids Pollutants to Monitor

Biosolids shall be monitored for the following constituents:

- Land Application: Arsenic, cadmium, copper, mercury, molybdenum, nickel, lead, selenium, and zinc
- Municipal Landfill: Paint filter test (pursuant to 40 CFR 258)
- Biosolids-only Landfill or Surface Disposal Site (if no liner and leachate system): arsenic, chromium, and nickel

C. Standard Observations – This section is an addition to III of Standard Provisions (AttachmentD)

1. Receiving Water Observations

The requirements of this section only apply when the MRP requires standard observations of the receiving water. Standard observations shall include the following:

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- a. *Floating and suspended materials* (e.g., oil, grease, algae, and other macroscopic particulate matter): presence or absence, source, and size of affected area.
- b. *Discoloration and turbidity*: description of color, source, and size of affected area.
- c. *Odor*: presence or absence, characterization, source, distance of travel, and wind direction.
- d. *Beneficial water use*: presence of water-associated waterfowl or wildlife, fisherpeople, and other recreational activities in the vicinity of each sampling station.
- e. *Hydrographic condition*: time and height of corrected high and low tides (corrected to nearest National Oceanic and Atmospheric Administration location for the sampling date and time of sample collection).
- f. *Weather conditions*:
 - 1) Air temperature; and
 - 2) Total precipitation during the five days prior to observation.

2. Wastewater Effluent Observations

The requirements of this section only apply when the MRP requires wastewater effluent standard observations. Standard observations shall include the following:

- a. *Floating and suspended material of wastewater origin* (e.g., oil, grease, algae, and other macroscopic particulate matter): presence or absence.
- b. *Odor*: presence or absence, characterization, source, distance of travel, and wind direction.

3. Beach and Shoreline Observations

The requirements of this section only apply when the MRP requires beach and shoreline standard observations. Standard observations shall include the following:

- a. *Material of wastewater origin*: presence or absence, description of material, estimated size of affected area, and source.
- b. *Beneficial use*: estimate number of people participating in recreational water contact, non-water contact, or fishing activities.

4. Land Retention or Disposal Area Observations

The requirements of this section only apply to facilities with on-site surface impoundments or disposal areas that are in use. This section applies to both liquid and solid wastes, whether confined or unconfined. The Discharger shall conduct the following for each impoundment:

- a. Determine the amount of freeboard at the lowest point of dikes confining liquid wastes.
- b. Report evidence of leaching liquid from area of confinement and estimated size of affected area. Show affected area on a sketch and volume of flow (e.g., gallons per minute [gpm]).

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- c. Regarding odor, describe presence or absence, characterization, source, distance of travel, and wind direction.
- d. Estimate number of waterfowl and other water-associated birds in the disposal area and vicinity.

5. Periphery of Waste Treatment and/or Disposal Facilities Observations

The requirements of this section only apply when the MRP specifies periphery standard observations. Standard observations shall include the following:

- a. *Odor*: presence or absence, characterization, source, and distance of travel.
- b. *Weather conditions*: wind direction and estimated velocity.

IV. STANDARD PROVISIONS – RECORDS

A. Records to be Maintained – This supplements IV.A of Standard Provisions (Attachment D)

The Discharger shall maintain records in a manner and at a location (e.g., wastewater treatment plant or Discharger offices) such that the records are accessible to Regional Water Board staff. The minimum period of retention specified in Section IV, Records, of the Federal Standard Provisions shall be extended during the course of any unresolved litigation regarding the subject discharge, or when requested by the Regional Water Board or Regional Administrator of U.S. EPA, Region IX.

A copy of the permit shall be maintained at the discharge facility and be available at all times to operating personnel.

B. Records of monitoring information shall include – This supplements IV.B of Standard Provision (Attachment D)

1. Analytical Information

Records shall include analytical method detection limits, minimum levels, reporting levels, and related quantification parameters.

2. Flow Monitoring Data

For all required flow monitoring (e.g., influent and effluent flows), the additional records shall include the following, unless otherwise stipulated by the MRP:

- a. Total volume for each day; and
- b. Maximum, minimum, and average daily flows for each calendar month.

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3. Wastewater Treatment Process Solids

- a. For each treatment unit process that involves solids removal from the wastewater stream, records shall include the following:
 - 1) Total volume or mass of solids removed from each collection unit (e.g., grit, skimmings, undigested biosolids, or combination) for each calendar month or other time period as appropriate, but not to exceed annually; and
 - 2) Final disposition of such solids (e.g., landfill, other subsequent treatment unit).
- b. For final dewatered biosolids from the treatment plant as a whole, records shall include the following:
 - 1) Total volume or mass of dewatered biosolids for each calendar month;
 - 2) Solids content of the dewatered biosolids; and
 - 3) Final disposition of dewatered biosolids (disposal location and disposal method).

4. Disinfection Process

For the disinfection process, these additional records shall be maintained documenting process operation and performance:

- a. For bacteriological analyses:
 - 1) Wastewater flow rate at the time of sample collection; and
 - 2) Required statistical parameters for cumulative bacterial values (e.g., moving median or geometric mean for the number of samples or sampling period identified in this Order).
- b. For the chlorination process, when chlorine is used for disinfection, at least daily average values for the following:
 - 1) Chlorine residual of treated wastewater as it enters the contact basin (mg/L);
 - 2) Chlorine dosage (kg/day); and
 - 3) Dechlorination chemical dosage (kg/day).

5. Treatment Process Bypasses

A chronological log of all treatment process bypasses, including wet weather blending, shall include the following:

- a. Identification of the treatment process bypassed;
- b. Dates and times of bypass beginning and end;
- c. Total bypass duration;

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- d. Estimated total bypass volume; and
- e. Description of, or reference to other reports describing, the bypass event, the cause, the corrective actions taken (except for wet weather blending that is in compliance with permit conditions), and any additional monitoring conducted.

6. Treatment Facility Overflows

This section applies to records for overflows at the treatment facility. This includes the headworks and all units and appurtenances downstream. The Discharger shall retain a chronological log of overflows at the treatment facility and records supporting the information provided in section V.E.2.

C. Claims of Confidentiality – Not Supplemented

V. STANDARD PROVISIONS – REPORTING

A. Duty to Provide Information – Not Supplemented

B. Signatory and Certification Requirements – Not Supplemented

C. Monitoring Reports – This section supplements V.C of Standard Provisions (Attachment D)

1. Self Monitoring Reports

For each reporting period established in the MRP, the Discharger shall submit an SMR to the Regional Water Board in accordance with the requirements listed in this document and at the frequency the MRP specifies. The purpose of the SMR is to document treatment performance, effluent quality, and compliance with the waste discharge requirements of this Order.

a. Transmittal letter

Each SMR shall be submitted with a transmittal letter. This letter shall include the following:

- 1) Identification of all violations of effluent limits or other waste discharge requirements found during the reporting period;
- 2) Details regarding violations: parameters, magnitude, test results, frequency, and dates;
- 3) Causes of violations;
- 4) Discussion of corrective actions taken or planned to resolve violations and prevent recurrences, and dates or time schedule of action implementation (if previous reports have been submitted that address corrective actions, reference to the earlier reports is satisfactory);
- 5) Data invalidation (Data should not be submitted in an SMR if it does not meet quality assurance/quality control standards. However, if the Discharger wishes to invalidate any measurement after it was submitted in an SMR, a letter shall identify the measurement suspected to be invalid and state the Discharger's intent to submit, within 60 days, a formal request to invalidate the measurement. This request shall include the original measurement in question, the reason for invalidating the measurement, all relevant documentation that supports invalidation [e.g., laboratory sheet, log entry, test results, etc.], and discussion of the

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corrective actions taken or planned [with a time schedule for completion] to prevent recurrence of the sampling or measurement problem.);

- 6) If the Discharger blends, the letter shall describe the duration of blending events and certify whether blended effluent was in compliance with the conditions for blending; and
- 7) Signature (The transmittal letter shall be signed according to Section V.B of this Order, Attachment D – Standard Provisions.).

b. Compliance evaluation summary

Each report shall include a compliance evaluation summary. This summary shall include each parameter for which the permit specifies effluent limits, the number of samples taken during the monitoring period, and the number of samples that exceed applicable effluent limits.

c. Results of analyses and observations

- 1) Tabulations of all required analyses and observations, including parameter, date, time, sample station, type of sample, test result, method detection limit, method minimum level, and method reporting level, if applicable, signed by the laboratory director or other responsible official.
- 2) When determining compliance with an average monthly effluent limitation and more than one sample result is available in a month, the Discharger shall compute the arithmetic mean unless the data set contains one or more reported determinations of detected but not quantified (DNQ) or nondetect (ND). In those cases, the Discharger shall compute the median in place of the arithmetic mean in accordance with the following procedure:
 - i. The data set shall be ranked from low to high, reported ND determinations lowest, DNQ determinations next, followed by quantified values (if any). The order of the individual ND or DNQ determinations is unimportant.
 - ii. The median value of the data set shall be determined. If the data set has an odd number of data points, then the median is the middle value. If the data set has an even number of data points, then the median is the average of the two values around the middle unless one or both of the points are ND or DNQ, in which case the median value shall be the lower of the two data points where DNQ is lower than a value and ND is lower than DNQ.

If a sample result, or the arithmetic mean or median of multiple sample results, is below the reporting limit, and there is evidence that the priority pollutant is present in the effluent above an effluent limitation and the Discharger conducts a Pollutant Minimization Program, the Discharger shall not be deemed out of compliance.

- 3) Dioxin-TEQ Reporting: The Discharger shall report for each dioxin and furan congener the analytical results of effluent monitoring, including the quantifiable limit (reporting level), the method detection limit, and the measured concentration. The Discharger shall report all measured values of individual congeners, including data qualifiers. When calculating dioxin-TEQ, the Discharger shall set congener concentrations below the minimum levels (ML) to zero. The Discharger shall calculate and report dioxin-TEQs using the following formula, where the MLs, toxicity equivalency factors (TEFs), and bioaccumulation equivalency factors (BEFs) are as provided in Table A:

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$$\text{Dioxin-TEQ} = \sum (C_x \times \text{TEF}_x \times \text{BEF}_x)$$

where: C_x = measured or estimated concentration of congener x
 TEF_x = toxicity equivalency factor for congener x
 BEF_x = bioaccumulation equivalency factor for congener x

Table A
Minimum Levels, Toxicity Equivalency Factors,
and Bioaccumulation Equivalency Factors

Dioxin or Furan Congener	Minimum Level (pg/L)	1998 Toxicity Equivalency Factor (TEF)	Bioaccumulation Equivalency Factor (BEF)
2,3,7,8-TCDD	10	1.0	1.0
1,2,3,7,8-PeCDD	50	1.0	0.9
1,2,3,4,7,8-HxCDD	50	0.1	0.3
1,2,3,6,7,8-HxCDD	50	0.1	0.1
1,2,3,7,8,9-HxCDD	50	0.1	0.1
1,2,3,4,6,7,8-HpCDD	50	0.01	0.05
OCDD	100	0.0001	0.01
2,3,7,8-TCDF	10	0.1	0.8
1,2,3,7,8-PeCDF	50	0.05	0.2
2,3,4,7,8-PeCDF	50	0.5	1.6
1,2,3,4,7,8-HxCDF	50	0.1	0.08
1,2,3,6,7,8-HxCDF	50	0.1	0.2
1,2,3,7,8,9-HxCDF	50	0.1	0.6
2,3,4,6,7,8-HxCDF	50	0.1	0.7
1,2,3,4,6,7,8-HpCDF	50	0.01	0.01
1,2,3,4,7,8,9-HpCDF	50	0.01	0.4
OCDF	100	0.0001	0.02

d. Data reporting for results not yet available

The Discharger shall make all reasonable efforts to obtain analytical data for required parameter sampling in a timely manner. Certain analyses require additional time to complete analytical processes and report results. For cases where required monitoring parameters require additional time to complete analytical processes and reports, and results are not available in time to be included in the SMR for the subject monitoring period, the Discharger shall describe such circumstances in the SMR and include the data for these parameters and relevant discussions of any observed exceedances in the next SMR due after the results are available.

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e. Flow data

The Discharger shall provide flow data tabulation pursuant to Section IV.B.2.

f. Annual self monitoring report requirements

By the date specified in the MRP, the Discharger shall submit an annual report to the Regional Water Board covering the previous calendar year. The report shall contain the following:

- 1) Annual compliance summary table of treatment plant performance, including documentation of any blending events;
- 2) Comprehensive discussion of treatment plant performance and compliance with the permit (This discussion shall include any corrective actions taken or planned, such as changes to facility equipment or operation practices that may be needed to achieve compliance, and any other actions taken or planned that are intended to improve performance and reliability of the Discharger's wastewater collection, treatment, or disposal practices.);
- 3) Both tabular and graphical summaries of the monitoring data for the previous year if parameters are monitored at a frequency of monthly or greater;
- 4) List of approved analyses, including the following:
 - (i) List of analyses for which the Discharger is certified;
 - (ii) List of analyses performed for the Discharger by a separate certified laboratory (copies of reports signed by the laboratory director of that laboratory shall not be submitted but be retained onsite); and
 - (iii) List of "waived" analyses, as approved;
- 5) Plan view drawing or map showing the Discharger's facility, flow routing, and sampling and observation station locations;
- 6) Results of annual facility inspection to verify that all elements of the SWPP Plan are accurate and up to date (only required if the Discharger does not route all storm water to the headworks of its wastewater treatment plant); and
- 7) Results of facility report reviews (The Discharger shall regularly review, revise, and update, as necessary, the O&M Manual, the Contingency Plan, the Spill Prevention Plan, and Wastewater Facilities Status Report so that these documents remain useful and relevant to current practices. At a minimum, reviews shall be conducted annually. The Discharger shall include, in each Annual Report, a description or summary of review and evaluation procedures, recommended or planned actions, and an estimated time schedule for implementing these actions. The Discharger shall complete changes to these documents to ensure they are up-to-date.).

g. Report submittal

The Discharger shall submit SMRs to:

California Regional Water Quality Control Board

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San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn: NPDES Wastewater Division

h. Reporting data in electronic format

The Discharger has the option to submit all monitoring results in an electronic reporting format approved by the Executive Officer. If the Discharger chooses to submit SMRs electronically, the following shall apply:

- 1) *Reporting Method*: The Discharger shall submit SMRs electronically via a process approved by the Executive Officer (see, for example, the letter dated December 17, 1999, "Official Implementation of Electronic Reporting System [ERS]" and the progress report letter dated December 17, 2000).
- 2) *Monthly or Quarterly Reporting Requirements*: For each reporting period (monthly or quarterly as specified in the MRP), the Discharger shall submit an electronic SMR to the Regional Water Board in accordance with the provisions of Section V.C.1.a-e, except for requirements under Section V.C.1.c(1) where ERS does not have fields for dischargers to input certain information (e.g., sample time). However, until U.S. EPA approves the electronic signature or other signature technologies, dischargers that use ERS shall submit a hard copy of the original transmittal letter, an ERS printout of the data sheet, and a violation report (a receipt of the electronic transmittal shall be retained by the Discharger). This electronic SMR submittal suffices for the signed tabulations specified under Section V.C.1.c(1).
- 3) *Annual Reporting Requirements*: Dischargers who have submitted data using the ERS for at least one calendar year are exempt from submitting the portion of the annual report required under Section V.C.1.f(1) and (3).

D. Compliance Schedules – Not supplemented

E. Twenty-Four Hour Reporting – This section supplements V.E of Standard Provision (Attachment D)

1. Spill of Oil or Other Hazardous Material Reports

- a. Within 24 hours of becoming aware of a spill of oil or other hazardous material that is not contained onsite and completely cleaned up, the Discharger shall report by telephone to the Regional Water Board at (510) 622-2369.
- b. The Discharger shall also report such spills to the State Office of Emergency Services [telephone (800) 852-7550] only when the spills are in accordance with applicable reporting quantities for hazardous materials.
- c. The Discharger shall submit a written report to the Regional Water Board within five working days following telephone notification unless directed otherwise by Regional Water Board staff. A report submitted electronically is acceptable. The written report shall include the following:
 - 1) Date and time of spill, and duration if known;

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- 2) Location of spill (street address or description of location);
- 3) Nature of material spilled;
- 4) Quantity of material involved;
- 5) Receiving water body affected, if any;
- 6) Cause of spill;
- 7) Estimated size of affected area;
- 8) Observed impacts to receiving waters (e.g., oil sheen, fish kill, water discoloration);
- 9) Corrective actions taken to contain, minimize, or clean up the spill;
- 10) Future corrective actions planned to be taken to prevent recurrence, and schedule of implementation; and
- 11) Persons or agencies notified.

2. Unauthorized Discharges from Municipal Wastewater Treatment Plants¹

The following requirements apply to municipal wastewater treatment plants that experience an unauthorized discharge at their treatment facilities and are consistent with and supercede requirements imposed on the Discharger by the Executive Officer by letter of May 1, 2008, issued pursuant to California Water Code Section 13383.

a. Two (2)-Hour Notification

For any unauthorized discharges that result in a discharge to a drainage channel or a surface water, the Discharger shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services (telephone 800-852-7550), the local health officers or directors of environmental health with jurisdiction over the affected water bodies, and the Regional Water Board. The notification to the Regional Water Board shall be via the Regional Water Board's online reporting system at www.wbers.net, and shall include the following:

- 1) Incident description and cause;
- 2) Location of threatened or involved waterway(s) or storm drains;
- 3) Date and time the unauthorized discharge started;
- 4) Estimated quantity and duration of the unauthorized discharge (to the extent known), and the estimated amount recovered;

¹ California Code of Regulations, Title 23, Section 2250(b), defines an unauthorized discharge to be a discharge, not regulated by waste discharge requirements, of treated, partially treated, or untreated wastewater resulting from the intentional or unintentional diversion of wastewater from a collection, treatment or disposal system.

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- 5) Level of treatment prior to discharge (e.g., raw wastewater, primary treated, undisinfected secondary treated, and so on); and
- 6) Identity of the person reporting the unauthorized discharge.

b. 24-hour Certification

Within 24 hours, the Discharger shall certify to the Regional Water Board, at www.wbers.net, that the State Office of Emergency Services and the local health officers or directors of environmental health with jurisdiction over the affected water bodies have been notified of the unauthorized discharge.

c. 5-Day Written Report

Within five business days, the Discharger shall submit a written report, via the Regional Water Board's online reporting system at www.wbers.net, that includes, in addition to the information required above, the following:

- 1) Methods used to delineate the geographical extent of the unauthorized discharge within receiving waters;
- 2) Efforts implemented to minimize public exposure to the unauthorized discharge;
- 3) Visual observations of the impacts (if any) noted in the receiving waters (e.g., fish kill, discoloration of water) and the extent of sampling if conducted;
- 4) Corrective measures taken to minimize the impact of the unauthorized discharge;
- 5) Measures to be taken to minimize the chances of a similar unauthorized discharge occurring in the future;
- 6) Summary of Spill Prevention Plan or O&M Manual modifications to be made, if necessary, to minimize the chances of future unauthorized discharges; and
- 7) Quantity and duration of the unauthorized discharge, and the amount recovered.

d. Communication Protocol

To clarify the multiple levels of notification, certification, and reporting, the current communication requirements for unauthorized discharges from municipal wastewater treatment plants are summarized in Table B that follows.

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Table B
Summary of Communication Requirements for Unauthorized Discharges¹ from
Municipal Wastewater Treatment Plants

Discharger is required to:	Agency Receiving Information	Time frame	Method for Contact
1. Notify	California Emergency Management Agency (Cal EMA)	As soon as possible, but not later than 2 hours after becoming aware of the unauthorized discharge.	Telephone – (800) 852-7550 (obtain a control number from Cal EMA)
	Local health department	As soon as possible, but not later than 2 hours after becoming aware of the unauthorized discharge.	Depends on local health department
	Regional Water Board	As soon as possible, but not later than 2 hours after becoming aware of the unauthorized discharge.	Electronic ² www.wbers.net
2. Certify	Regional Water Board	As soon as possible, but not later than 24 hours after becoming aware of the unauthorized discharge.	Electronic ³ www.wbers.net
3. Report	Regional Water Board	Within 5 business days of becoming aware of the unauthorized discharge.	Electronic ⁴ www.wbers.net

¹ California Code of Regulations, Title 23, Section 2250(b), defines an unauthorized discharge to be a discharge, not regulated by waste discharge requirements, of treated, partially treated, or untreated wastewater resulting from the intentional or unintentional diversion of wastewater from a collection, treatment or disposal system.

² In the event that the Discharger is unable to provide online notification within 2 hours of becoming aware of an unauthorized discharge, it shall phone the Regional Water Board's spill hotline at (510) 622-2369 and convey the same information contained in the notification form. In addition, within 3 business days of becoming aware of the unauthorized discharge, the Discharger shall enter the notification information into the Regional Water Board's online system in electronic format.

³ In most instances, the 2-hour notification will also satisfy 24-hour certification requirements. This is because the notification form includes fields for documenting that OES and the local health department have been contacted. In other words, if the Discharger is able to complete all the fields in the notification form within 2 hours, certification requirements are also satisfied. In the event that the Discharger is unable to provide online certification within 24 hours of becoming aware of an unauthorized discharge, it shall phone the Regional Water Board's spill hotline at (510) 622-2369 and convey the same information contained in the certification form. In addition, within 3 business days of becoming aware of the unauthorized discharge, the Discharger shall enter the certification information into the Regional Water Board's online system in electronic format.

⁴ If the Discharger cannot satisfy the 5-day reporting requirements via the Regional Water Board's online reporting system, it shall submit a written report (preferably electronically in pdf) to the appropriate Regional Water Board case manager. In cases where the Discharger cannot satisfy the 5-day reporting requirements via the online reporting system, it must still complete the Regional Water Board's online reporting requirements within 15 calendar days of becoming aware of the unauthorized discharge.

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F. Planned Changes – Not supplemented

G. Anticipated Noncompliance – Not supplemented

H. Other Noncompliance – Not supplemented

I. Other Information – Not supplemented

VI. STANDARD PROVISION – ENFORCEMENT – Not Supplemented

VII. ADDITIONAL PROVISIONS – NOTIFICATION LEVELS – Not Supplemented

VIII. DEFINITIONS – This section is an addition to Standard Provisions (Attachment D)

More definitions can be found in Attachment A of this NPDES Permit.

1. Arithmetic Calculations

- a. Geometric mean is the antilog of the log mean or the back-transformed mean of the logarithmically transformed variables, which is equivalent to the multiplication of the antilogarithms. The geometric mean can be calculated with either of the following equations:

$$\text{Geometric Mean} = \text{Antilog} \left(\frac{1}{N} \sum_{i=1}^N \text{Log}(C_i) \right)$$

or

$$\text{Geometric Mean} = (C_1 * C_2 * \dots * C_N)^{1/N}$$

Where “N” is the number of data points for the period analyzed and “C” is the concentration for each of the “N” data points.

- b. Mass emission rate is obtained from the following calculation for any calendar day:

$$\text{Mass emission rate (lb/day)} = \frac{8.345}{N} \sum_{i=1}^N Q_i C_i$$

$$\text{Mass emission rate (kg/day)} = \frac{3.785}{N} \sum_{i=1}^N Q_i C_i$$

In which “N” is the number of samples analyzed in any calendar day and “Q_i” and “C_i” are the flow rate (MGD) and the constituent concentration (mg/L) associated with each of the “N” grab samples that may be taken in any calendar day. If a composite sample is taken, “C_i” is the concentration measured in the composite sample and “Q_i” is the average flow rate occurring during the period over which the samples are composited. The daily concentration of a constituent measured over any calendar day shall be determined from the flow-weighted average of the same constituent in the combined waste streams as follows:

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$$C_d = \text{Average daily concentration} = \frac{1}{Q_t} \sum_{i=1}^N Q_i C_i$$

In which “N” is the number of component waste streams and “Q” and “C” are the flow rate (MGD) and the constituent concentration (mg/L) associated with each of the “N” waste streams. “Q_t” is the total flow rate of the combined waste streams.

- c. Maximum allowable mass emission rate, whether for a 24-hour, weekly 7-day, monthly 30-day, or 6-month period, is a limitation expressed as a daily rate determined with the formulas in the paragraph above, using the effluent concentration limit specified in the permit for the period and the specified allowable flow.
- d. POTW removal efficiency is the ratio of pollutants removed by the treatment facilities to pollutants entering the treatment facilities (expressed as a percentage). The Discharger shall determine removal efficiencies using monthly averages (by calendar month unless otherwise specified) of pollutant concentration of influent and effluent samples collected at about the same time and using the following equation (or its equivalent):

$$\text{Removal Efficiency (\%)} = 100 \times [1 - (\text{Effluent Concentration} / \text{Influent Concentration})]$$

2. Biosolids means the solids, semi-liquid suspensions of solids, residues, screenings, grit, scum, and precipitates separated from or created in wastewater by the unit processes of a treatment system. It also includes, but is not limited to, all supernatant, filtrate, centrate, decantate, and thickener overflow and underflow in the solids handling parts of the wastewater treatment system.
3. Blending is the practice of recombining wastewater that has been biologically treated with wastewater that has bypassed around biological treatment units.
4. Bottom sediment sample is (1) a separate grab sample taken at each sampling station for the determination of selected physical-chemical parameters, or (2) four grab samples collected from different locations in the immediate vicinity of a sampling station while the boat is anchored and analyzed separately for macroinvertebrates.
5. Composite sample is a sample composed of individual grab samples collected manually or by an automatic sampling device on the basis of time or flow as specified in the MRP. For flow-based composites, the proportion of each grab sample included in the composite sample shall be within plus or minus five percent (+/-5%) of the representative flow rate of the waste stream being measured at the time of grab sample collection. Alternatively, equal volume grab samples may be individually analyzed with the flow-weighted average calculated by averaging flow-weighted ratios of each grab sample analytical result. Grab samples comprising time-based composite samples shall be collected at intervals not greater than those specified in the MRP. The quantity of each grab sample comprising a time-based composite sample shall be a set of flow proportional volumes as specified in the MRP. If a particular time-based or flow-based composite sampling protocol is not specified in the MRP, the Discharger shall determine and implement the most representative sampling protocol for the given parameter subject to Executive Officer approval.
6. Depth-integrated sample is defined as a water or waste sample collected by allowing a sampling device to fill during a vertical traverse in the waste or receiving water body being sampled. The Discharger shall collect depth-integrated samples in such a manner that the collected sample will be representative of the waste or water body at that sampling point.

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7. Flow sample is an accurate measurement of the average daily flow volume using a properly calibrated and maintained flow measuring device.
8. Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples represent only the condition that exists at the time the wastewater is collected.
9. Initial dilution is the process that results in the rapid and irreversible turbulent mixing of wastewater with receiving water around the point of discharge.
10. Overflow is the intentional or unintentional spilling or forcing out of untreated or partially treated wastes from a transport system (e.g., through manholes, at pump stations, and at collection points) upstream from the treatment plant headworks or from any part of a treatment plant facility.
11. Priority pollutants are those constituents referred to in 40 CFR Part 122 as promulgated in the Federal Register, Vol. 65, No. 97, Thursday, May 18, 2000, also known as the California Toxics Rule, the presence or discharge of which could reasonably be expected to interfere with maintaining designated uses.
12. Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage. It excludes infiltration and runoff from agricultural land.
13. Toxic pollutant means any pollutant listed as toxic under federal Clean Water Act section 307(a)(1) or under 40 CFR 401.15.
14. Untreated waste is raw wastewater.
15. Waste, waste discharge, discharge of waste, and discharge are used interchangeably in the permit. The requirements of the permit apply to the entire volume of water, and the material therein, that is disposed of to surface and ground waters of the State of California.

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Table C
List of Monitoring Parameters and Analytical Methods

CTR No.	Pollutant/Parameter	Analytical Method ¹⁰	Minimum Levels ¹¹ (µg/l)											
			GC	GCMS	LC	Color	FAA	GFAA	ICP	ICP MS	SPGFAA	HYD RIDE	CVAA	DCP
1.	Antimony	204.2					10	5	50	0.5	5	0.5		1000
2.	Arsenic	206.3				20		2	10	2	2	1		1000
3.	Beryllium						20	0.5	2	0.5	1			1000
4.	Cadmium	200 or 213					10	0.5	10	0.25	0.5			1000
5a.	Chromium (III)	SM 3500												
5b.	Chromium (VI)	SM 3500				10	5							1000
	Chromium (total) ¹²	SM 3500					50	2	10	0.5	1			1000
6.	Copper	200.9					25	5	10	0.5	2			1000
7.	Lead	200.9					20	5	5	0.5	2			10,000
8.	Mercury	1631 (note) ¹³												
9.	Nickel	249.2					50	5	20	1	5			1000
10.	Selenium	200.8 or SM 3114B or C						5	10	2	5	1		1000
11.	Silver	272.2					10	1	10	0.25	2			1000
12.	Thallium	279.2					10	2	10	1	5			1000
13.	Zinc	200 or 289					20		20	1	10			
14.	Cyanide	SM 4500 CN ⁻ C or I				5								
15.	Asbestos (only required for dischargers to MUN waters) ¹⁴	0100.2 ¹⁵												
16.	2,3,7,8-TCDD and 17 congeners (Dioxin)	1613												
17.	Acrolein	603	2.0	5										
18.	Acrylonitrile	603	2.0	2										
19.	Benzene	602	0.5	2										
33.	Ethylbenzene	602	0.5	2										
39.	Toluene	602	0.5	2										
20.	Bromoform	601	0.5	2										
21.	Carbon Tetrachloride	601	0.5	2										
22.	Chlorobenzene	601	0.5	2										
23.	Chlorodibromomethane	601	0.5	2										
24.	Chloroethane	601	0.5	2										

¹⁰ The suggested method is the U.S. EPA Method unless otherwise specified (SM = Standard Methods). The Discharger may use another U.S. EPA-approved or recognized method if that method has a level of quantification below the applicable water quality objective. Where no method is suggested, the Discharger has the discretion to use any standard method.

¹¹ Minimum levels are from the *State Implementation Policy*. They are the concentration of the lowest calibration standard for that technique based on a survey of contract laboratories. Laboratory techniques are defined as follows: GC = Gas Chromatography; GCMS = Gas Chromatography/Mass Spectrometry; LC = High Pressure Liquid Chromatography; Color = Colorimetric; FAA = Flame Atomic Absorption; GFAA = Graphite Furnace Atomic Absorption; ICP = Inductively Coupled Plasma; ICPMS = Inductively Coupled Plasma/Mass Spectrometry; SPGFAA = Stabilized Platform Graphite Furnace Atomic Absorption (i.e., U.S. EPA 200.9); Hydride = Gaseous Hydride Atomic Absorption; CVAA = Cold Vapor Atomic Absorption; DCP = Direct Current Plasma.

¹² Analysis for total chromium may be substituted for analysis of chromium (III) and chromium (VI) if the concentration measured is below the lowest hexavalent chromium criterion (11 µg/l).

¹³ The Discharger shall use ultra-clean sampling (U.S. EPA Method 1669) and ultra-clean analytical methods (U.S. EPA Method 1631) for mercury monitoring. The minimum level for mercury is 2 ng/l (or 0.002 µg/l).

¹⁴ MUN = Municipal and Domestic Supply. This designation, if applicable, is in the Findings of the permit.

¹⁵ Determination of Asbestos Structures over 10 [micrometers] in Length in Drinking Water Using MCE Filters, U.S. EPA 600/R-94-134, June 1994.

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CTR No.	Pollutant/Parameter	Analytical Method ¹⁰	Minimum Levels ¹¹ (µg/l)											
			GC	GCMS	LC	Color	FAA	GFAA	ICP	ICP MS	SPGFAA	HYD RIDE	CVAA	DCP
25.	2-Chloroethylvinyl Ether	601	1	1										
26.	Chloroform	601	0.5	2										
75.	1,2-Dichlorobenzene	601	0.5	2										
76.	1,3-Dichlorobenzene	601	0.5	2										
77.	1,4-Dichlorobenzene	601	0.5	2										
27.	Dichlorobromomethane	601	0.5	2										
28.	1,1-Dichloroethane	601	0.5	1										
29.	1,2-Dichloroethane	601	0.5	2										
30.	1,1-Dichloroethylene or 1,1-Dichloroethene	601	0.5	2										
31.	1,2-Dichloropropane	601	0.5	1										
32.	1,3-Dichloropropylene or 1,3-Dichloropropene	601	0.5	2										
34.	Methyl Bromide or Bromomethane	601	1.0	2										
35.	Methyl Chloride or Chloromethane	601	0.5	2										
36.	Methylene Chloride or Dichloromethane	601	0.5	2										
37.	1,1,2,2-Tetrachloroethane	601	0.5	1										
38.	Tetrachloroethylene	601	0.5	2										
40.	1,2-Trans-Dichloroethylene	601	0.5	1										
41.	1,1,1-Trichloroethane	601	0.5	2										
42.	1,1,2-Trichloroethane	601	0.5	2										
43.	Trichloroethene	601	0.5	2										
44.	Vinyl Chloride	601	0.5	2										
45.	2-Chlorophenol	604	2	5										
46.	2,4-Dichlorophenol	604	1	5										
47.	2,4-Dimethylphenol	604	1	2										
48.	2-Methyl-4,6-Dinitrophenol or Dinitro-2-methylphenol	604	10	5										
49.	2,4-Dinitrophenol	604	5	5										
50.	2-Nitrophenol	604		10										
51.	4-Nitrophenol	604	5	10										
52.	3-Methyl-4-Chlorophenol	604	5	1										
53.	Pentachlorophenol	604	1	5										
54.	Phenol	604	1	1		50								
55.	2,4,6-Trichlorophenol	604	10	10										
56.	Acenaphthene	610 HPLC	1	1	0.5									
57.	Acenaphthylene	610 HPLC		10	0.2									
58.	Anthracene	610 HPLC		10	2									
60.	Benzo(a)Anthracene or 1,2 Benzanthracene	610 HPLC	10	5										
61.	Benzo(a)Pyrene	610 HPLC		10	2									
62.	Benzo(b)Fluoranthene or 3,4 Benzo(b)fluoranthene	610 HPLC		10	10									
63.	Benzo(ghi)Perylene	610 HPLC		5	0.1									
64.	Benzo(k)Fluoranthene	610 HPLC		10	2									
74.	Dibenzo(a,h)Anthracene	610 HPLC		10	0.1									
86.	Fluoranthene	610 HPLC	10	1	0.05									
87.	Fluorene	610 HPLC		10	0.1									
92.	Indeno(1,2,3-cd) Pyrene	610 HPLC		10	0.05									
100.	Pyrene	610 HPLC		10	0.05									
68.	Bis(2-Ethylhexyl)Phthalate	606 or 625	10	5										

Attachment G
Regional Standard Provisions, and Monitoring and Reporting Requirements (March 2010)

G-26

City of St. Helena
Wastewater Treatment and Reclamation Plant

ORDER No. R2-2016-0003
NPDES No. CA0038016

CTR No.	Pollutant/Parameter	Analytical Method ¹⁰	Minimum Levels ¹¹ (µg/l)											
			GC	GCMS	LC	Color	FAA	GFAA	ICP	ICP MS	SPGFAA	HYD RIDE	CVAA	DCP
70.	Butylbenzyl Phthalate	606 or 625	10	10										
79.	Diethyl Phthalate	606 or 625	10	2										
80.	Dimethyl Phthalate	606 or 625	10	2										
81.	Di-n-Butyl Phthalate	606 or 625		10										
84.	Di-n-Octyl Phthalate	606 or 625		10										
59.	Benzidine	625		5										
65.	Bis(2-Chloroethoxy)Methane	625		5										
66.	Bis(2-Chloroethyl)Ether	625	10	1										
67.	Bis(2-Chloroisopropyl)Ether	625	10	2										
69.	4-Bromophenyl Phenyl Ether	625	10	5										
71.	2-Chloronaphthalene	625		10										
72.	4-Chlorophenyl Phenyl Ether	625		5										
73.	Chrysene	625		10	5									
78.	3,3'-Dichlorobenzidine	625		5										
82.	2,4-Dinitrotoluene	625	10	5										
83.	2,6-Dinitrotoluene	625		5										
85.	1,2-Diphenylhydrazine (note) ¹⁶	625		1										
88.	Hexachlorobenzene	625	5	1										
89.	Hexachlorobutadiene	625	5	1										
90.	Hexachlorocyclopentadiene	625	5	5										
91.	Hexachloroethane	625	5	1										
93.	Isophorone	625	10	1										
94.	Naphthalene	625	10	1	0.2									
95.	Nitrobenzene	625	10	1										
96.	N-Nitrosodimethylamine	625	10	5										
97.	N-Nitrosodi-n-Propylamine	625	10	5										
98.	N-Nitrosodiphenylamine	625	10	1										
99.	Phenanthrene	625		5	0.05									
101.	1,2,4-Trichlorobenzene	625	1	5										
102.	Aldrin	608	0.005											
103.	α-BHC	608	0.01											
104.	β-BHC	608	0.005											
105.	γ-BHC (Lindane)	608	0.02											
106.	δ-BHC	608	0.005											
107.	Chlordane	608	0.1											
108.	4,4'-DDT	608	0.01											
109.	4,4'-DDE	608	0.05											
110.	4,4'-DDD	608	0.05											
111.	Dieldrin	608	0.01											
112.	Endosulfan (alpha)	608	0.02											
113.	Endosulfan (beta)	608	0.01											
114.	Endosulfan Sulfate	608	0.05											
115.	Endrin	608	0.01											
116.	Endrin Aldehyde	608	0.01											
117.	Heptachlor	608	0.01											
118.	Heptachlor Epoxide	608	0.01											

¹⁶ Measurement for 1,2-Diphenylhydrazine may use azobenzene as a screen: if azobenzene is measured at >1 ug/l, then the Discharger shall analyze for 1,2-Diphenylhydrazine.

City of St. Helena
Wastewater Treatment and Reclamation Plant

ORDER No. R2-2016-0003
NPDES No. CA0038016

CTR No.	Pollutant/Parameter	Analytical Method ¹⁰	Minimum Levels ¹¹ (µg/l)											
			GC	GCMS	LC	Color	FAA	GFAA	ICP	ICP MS	SPGFAA	HYD RIDE	CVAA	DCP
119- 125	PCBs: Aroclors 1016, 1221, 1232, 1242, 1248, 1254, 1260	608	0.5											
126.	Toxaphene	608	0.5											

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

CEASE AND DESIST ORDER No. R2-2016-0004

**CITY OF ST. HELENA
WASTEWATER TREATMENT AND RECLAMATION PLANT
ST. HELENA, NAPA COUNTY**

WHEREAS the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), finds the following:

1. The City of St. Helena (Discharger) owns and operates the City of St. Helena Wastewater Treatment and Reclamation Plant (Plant), located at 1 Chaix/Thomann Lane, St. Helena. The Plant provides secondary treatment for domestic and commercial wastewater from the City of St. Helena. The Plant has an average dry weather treatment capacity of 0.5 million gallons per day (MGD) and can treat up to 2.8 MGD during wet weather. Plant treatment processes include a comminuter (solids grinder), a series of treatment ponds, chlorine disinfection, and dechlorination (by natural decomposition or ascorbic acid addition).
2. During dry weather conditions, the Plant discharges to spray irrigation fields in accordance with waste discharge requirements (Order No. 87-090). During wet weather, when the irrigation fields are saturated and discharge is necessary, the Plant discharges to the Napa River in accordance with NPDES permit No. CA0038016 (Order No. R2-2016-0003) (hereinafter, the 2016 Permit).
3. Basin Plan Table 4-1, Discharge Prohibition 1, prohibits discharges to non-tidal waters. The Napa River is non-tidal in the vicinity of St. Helena. Basin Plan section 4.2 provides for exceptions to Basin Plan Discharge Prohibition 1 under certain circumstances, including when an inordinate burden would be placed on a discharger relative to the beneficial uses protected, and an equivalent level of environmental protection can be achieved by alternate means. In reissuing the 2016 Permit, the Regional Water Board found that requiring the Discharger to build an outfall to tidal waters (over 40 miles away) or to not discharge under any circumstances, including wet weather, would impose an undue burden. In granting the exception to the discharge prohibition, the Regional Water Board determined that the Discharger must provide equivalent protection when discharging to the Napa River by ensuring that treated effluent meets the limits in Table 1 below. Therefore, the 2016 Permit imposed new, more stringent biochemical oxygen demand (BOD) and total suspended solids (TSS) effluent limits reflective of levels that can be met by implementing advanced secondary treatment:

Table 1: 2016 Permit BOD and TSS Effluent Limits

	Weekly Average	Monthly Average
BOD	25	15
TSS	20	15

Abbreviations:

BOD = biochemical oxygen demand
TSS = total dissolved solids

4. The Plant is currently designed to provide only secondary treatment, not advanced secondary treatment. Plant effluent monitoring data from January 2010 through August 2015 show many instances when the Discharger would not immediately comply with the 2016 Permit's new BOD and TSS effluent limits. Of 66 monthly results, 40 exceed the new monthly BOD limit and 58 exceed the new monthly TSS limit. Because samples were collected roughly weekly, individual results can be compared to the weekly average effluent limits. Of 162 results, 47 exceed the new weekly BOD limit and 95 exceed the new weekly TSS limits.
5. The Plant currently relies on a series of treatment ponds that use aerobic and anaerobic bacteria to reduce organic matter concentrations. To meet the 2016 Permit's new BOD and TSS effluent limits, the Discharger will likely need to incorporate filtration or another process into its treatment system. Such a process could offer an added benefit if the effluent met requirements for unrestricted recycled water use. In its May 2006 "Plant Upgrade and Water Recycling Design Memorandum," the Discharger identified about 65 acres of turf and 4,700 acres of vineyard area that could potentially be irrigated with recycled water. Of these 4,700 acres of vineyard area, 1,148 acres are within City of St. Helena limits.
6. In its March 2015 *Wastewater Facilities Evaluation Update* (Bennett Engineering Services), the Discharger described several potential modifications it could make to improve Plant performance. While the report did not analyze the feasibility of the various options to achieve advanced secondary treatment, it provided three recommendations: (1) construct solids management systems outside the treatment train to manage solids accumulation (in Pond 1) within design recommendations, (2) automate disinfection and dechlorination during river discharges, and (3) construct a rock filter system between Pond 3 and the disinfection facility to improve removal of TSS from algae growth in the ponds. If implemented, the construction of a rock filter system could facilitate compliance with the 2016 Permit's effluent limits.
7. Water Code section 13301 authorizes the Regional Water Board to issue a cease and desist order when it finds that a waste discharge is taking place, or threatening to take place, in violation of requirements or discharge prohibitions prescribed by the Regional Water Board.
8. Because the Discharger will violate or threatens to violate the effluent limits in the 2016 Permit shown in Table 1, this Cease and Desist Order is necessary to ensure that the Discharger achieves compliance. This Order establishes interim requirements and a time schedule for the Discharger to complete necessary actions to address its imminent and threatened violations.
9. Pursuant to Water Code section 13385(j)(3), mandatory minimum penalties required by Water Code sections 13385(h) and (i) do not apply when a discharger complies with a cease and desist order issued pursuant to Water Code section 13301 if the following conditions are met:
 - a. The cease and desist order specifies actions the discharger must take to correct the violations that would otherwise be subject to mandatory minimum penalties;
 - b. The discharger is unable to consistently comply with effluent limits because the effluent limits are new, more stringent, or modified regulatory requirements; new or modified

control measures are necessary to comply with the effluent limits; and the new or modified control measures cannot be designed, installed, and put into operation within 30 calendar days;

- c. The Regional Water Board establishes a time schedule of no more than five years for bringing the discharge into compliance. The time schedule must be as short as possible, taking into account the technological, operational, and economic factors that affect the design, development, and implementation of the control measures necessary to comply with the effluent limits. If the time schedule exceeds one year, it must include interim requirements and the dates for their achievement. The interim requirements must include effluent limits for the pollutants of concern and actions and milestones leading to compliance with the limits; and
 - d. The discharger has prepared and is implementing in a timely and proper manner a pollution prevention plan pursuant to Water Code section 13263.3.
- 10.** Based on Water Code section 13385(j)(3), mandatory minimum penalties required by Water Code sections 13385(h) and (i) do not apply for the following reasons:
- a. This Cease and Desist Order (Provisions 1 and 2 below) specifies actions the Discharger must take to correct the violations that would otherwise be subject to mandatory minimum penalties.
 - b. As explained in Finding 4, above, the Discharger is unable to consistently comply with the new, more stringent effluent limits in the 2016 Permit. Moreover, any control measures necessary to comply with the effluent limits (described in Findings 5 and 6, above) cannot be designed, installed, and put into operation within 30 calendar days.
 - c. This Cease and Desist Order (Provision 2, below) establishes a time schedule of no more than five years for bringing the discharge into compliance. The time schedule is as short as possible because it is the minimum amount of time necessary for the Discharger to modify or rebuild its treatment plant to comply with its effluent limits. As specified in Table 2, the Discharger must evaluate its potential alternatives, and then fund, design, and construct the selected alternative. These tasks are likely to take the allotted time specified in the schedule.
- Although the time schedule exceeds one year, this Cease and Desist Order (Provisions 1 and 2, below) imposes interim requirements that include interim BOD and TSS effluent limits and actions and milestones leading to compliance with the limits.
- d. The Discharger has prepared and is implementing a pollution prevention plan pursuant to permit requirements. The Discharger's pollution prevention plan meets the substantive requirements of Water Code section 13263.3. The pollution prevention plan aims to reduce influent concentrations of all pollutants of concern.
- 11.** The interim effluent limits in Table 2 are based on the NPDES permit effluent limits in place prior to adoption of the 2016 Permit (i.e., those in Order No. R2-2010-0105). They are

intended to ensure that the Discharger maintains at least its existing performance while completing all tasks the time schedule requires.

12. This Cease and Desist Order is an enforcement action and, as such, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with Title 14 of the California Code of Regulations, section 15321.
13. The Regional Water Board notified the Discharger and other interested parties of its intent to consider adoption of this Cease and Desist Order and provided an opportunity to submit written comments and appear at a public hearing. The Regional Water Board, in a public hearing, heard and considered all comments.

IT IS HEREBY ORDERED, in accordance with Water Code section 13301, that the Discharger shall cease and desist from discharging and threatening to discharge wastes in violation of its NPDES permit by complying with the following provisions:

1. **Interim Effluent Limitations.** The Discharger shall comply with the following interim effluent limits:

Table 2: Interim BOD and TSS Effluent Limits

	Weekly Average (mg/L)	Monthly Average (mg/L)
BOD	45	30
TSS	45	30

Unit:

mg/L = milligrams per liter

Abbreviations:

BOD = biochemical oxygen demand

TSS = total dissolved solids

2. **Tasks and Time Schedule.** The Discharger shall complete the actions listed in Table 3 in accordance with the time schedule provided therein. The Discharger shall implement all actions set forth for each deliverable. Upon a written request from the Discharger, with justification, the Executive Officer may modify the deadlines for tasks 2.e through 2.g to account for delays beyond the reasonable control of the Discharger, such as permitting delays by other agencies.

Table 3: Tasks and Time Schedule

Task	Deadline
a. Submit a Draft Feasibility Study that analyzes various options to meet the NPDES permit effluent limits in Table 1. The study shall analyze all of the options described in the March 2015 <i>Wastewater Facilities Evaluation Update</i> and include other options that would achieve compliance. For each option considered, evaluate (i) the anticipated effectiveness and reliability of the treatment, (ii) the amount of time it will take to implement, (iii) the ability to produce recycled water (recycled water uses to be considered shall include those that offset local potable water use or provide environmental enhancement, including but not limited to turf and vineyard irrigation) or the additional efforts required to produce such recycled water, and (iv) the costs.	September 1, 2016
b. Submit a Final Feasibility Study that addresses any Executive Officer comments on the Draft Feasibility Study and identifies a preferred option.	December 1, 2016

Task	Deadline
c. Submit a Draft Workplan for implementation of the preferred option identified in task 2.b and a schedule for implementation. Include a plan and schedule for funding the project.	June 1, 2017
d. Submit a Final Workplan that addresses any Executive Officer comments on the Draft Workplan required by task 2.c.	September 1, 2017
e. Submit notification documenting the beginning of implementation of the Final Workplan.	March 1, 2019
f. Submit documentation of the completion of Final Workplan implementation and begin operation of the new or modified treatment system.	September 1, 2020
g. Submit a report evaluating the effectiveness of the new or modified treatment system and whether it is likely to meet the requirements of the NPDES permit. If the system appears unlikely to meet the requirements of the NPDES permit, identify and implement measures to ensure compliance.	December 1, 2020
h. Achieve full compliance with the 2016 Permit effluent limits listed in Table 1 of this Cease and Desist Order.	February 28, 2021

3. **Consequences of Non-Compliance.** If the Discharger fails to comply with the provisions of this Cease and Desist Order, the Executive Officer is hereby authorized to request the Attorney General to take appropriate actions against the Discharger in accordance with Water Code sections 13331 and 13350. Such actions may include judicial injunctive and civil remedies and/or administrative civil liabilities.
4. **Force Majeure.**¹ If the Discharger is delayed, interrupted, or prevented from meeting the provisions and time schedules of this Cease and Desist Order due to a force majeure, the Discharger shall notify the Executive Officer in writing within ten days of the date the Discharger first knows of the force majeure. The Discharger shall demonstrate that timely compliance with the Cease and Desist Order or any affected deadlines will be actually and necessarily delayed, and that it has taken measures to avoid or mitigate the delay by exercising all reasonable precautions and efforts, whether before or after the occurrence of the force majeure.
5. **Mandatory Minimum Penalties.** Violations of the NPDES permit effluent limits listed in Table 1 shall not be subject to the mandatory minimum penalties required by Water Code sections 13385(h) and (i) as long as the Discharger complies with this Cease and Desist Order in its entirety. If the Discharger fails to comply with this Cease and Desist Order in any way, including but not limited to any interim effluent limit in Table 2 or any requirement of Table 3, the Discharger shall be subject to mandatory minimum penalties for all NPDES permit violations for the entire calendar month during which the Cease and Desist Order non-compliance occurs. If the Discharger returns to compliance, violations of the NPDES permit

¹ A “force majeure” is an event that could not have been anticipated by and is beyond the control of the Discharger, such as an act of God; earthquake, flood, or other natural disaster; civil disturbance or strike; fire or explosion; declared war within the United States; embargo; or other event of similar import and character. “Force majeure” does not include delays caused by funding, contractor performance, equipment delivery and quality, weather, permitting, other construction-related issues, CEQA challenges, initiative litigation, adverse legislation, or legal matters (with the exception of an injunction issued by a court of law specifically preventing construction from occurring).

effluent limits in Table 1 shall again not be subject to mandatory minimum penalties as of the first day of the month following the return to full compliance.

- 6. Effective Date.** This Cease and Desist Order shall become effective on the effective date of the 2016 Permit.

I, Bruce H. Wolfe, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of a Cease and Desist Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on January 13, 2016.

Bruce H. Wolfe
Executive Officer

ATTACHMENT 6

DOWNEYBRAND

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September 6, 2016

VIA EMAIL (BRUCE.WOLFE@WATERBOARDS.CA.GOV) AND U.S. MAIL

Bruce Wolfe, Executive Officer
SAN FRANCISCO REGIONAL WATER QUALITY CONTROL BOARD
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: St. Helena Wastewater Treatment Plant Violations
Client-Matter No. 45298.00000

Dear Mr. Wolfe:

On behalf of the River Run Vineyards and Bean Family Vineyards (collectively, Vineyards), we send this petition for immediate action by the San Francisco Regional Water Quality Control Board (Regional Board) to address on-going, egregious violations of water quality requirements at the St. Helena Wastewater Treatment Plant (WWTP) and its Land Application Area. Pursuant to California Water Code section 13320, the Regional Board has sixty (60) days to act under this petition for action, or the Vineyards plan to elevate this issue to the State Water Resources Control Board on a petition for review.

This issue has been raised with the Regional Board several times previously, but no actions have yet been taken, so the Vineyards have decided to elevate the issue in hopes of getting some action on an expedited basis. The following provides a chronology of events:

- On December 16, 2015, an environmental consultant for the Vineyards filed a formal complaint on the Cal-EPA website, which was assigned record number 46019. A receipt for this complaint is attached as **Exhibit 1**. On this same date, Mr. Blair Allen, a Water Resources Control Engineer with the Regional Board sent a note to Lisa Rubin, Technical Consultant for Dellavalle Laboratory, Inc., which acknowledged receipt of the complaint.
- On January 8, 2016, Mr. Allen and Ms. Rubin spoke on the phone regarding the complaint and the regulatory unit's plan of action. A record of communication outlining the conversation was generated by Ms. Rubin and is attached as **Exhibit 2**.
- On January 12, 2016, Ms. Rubin sent a copy of the record of communication to Mr. Allen to review its accuracy and Mr. Allen responded suggesting revisions.

Bruce Wolfe, Executive Officer
September 6, 2016
Page 2

- On January 13, 2016, Mr. Allen requested a formal summary of the communication for his files and Ms. Rubin sent a letter summarizing that communication in a letter dated January 15, 2016, attached as **Exhibit 3**.
- On February 3, 2016, Ms. Rubin had another call with Mr. Allen and she understood the Regional Board's position at that time to be the Regional Board is not considering the complaint to be a high priority and the case will be re-reviewed in late summer or early fall. See **Exhibit 4**.
- On February 26, 2016, Ms. Rubin filed a follow-up complaint with Cal-EPA, which stated the following, as seen in **Exhibit 5**:

"This is to acknowledge that CalEPA has not responded to our initial complaint, Complaint Record No. 46019. The date that initial complaint was filed was 12/16/2015. We reported that the St. Helena Wastewater Treatment Facility was not in compliance with their Water Reclamation Requirement Order No. 87-090. We have observed, analyzed, and investigated the land application area (LAA) practices from 2012-2015. We sent a 212-page4 technical report to the San Francisco Bay Regional Water Quality Control Board, and on 2/3/2016, we were informed that no action was to take place on the complaint at this time. In our analysis, we observed several activities and provided evidence that current management practices at the LAA have threatened to impact both California's environment and the public health. We request an appropriate response to this complaint and a timeline of events that will aid in protecting the local groundwater aquifers and neighboring residents."

- Although there was correspondence between March and June of 2016 (**Exhibit 6**) with Brian Thompson in the Region 2 Enforcement Unit, Christine Boschen, Region 2 Senior Environmental Scientist, and Blair Allen, promised action to send a request to St. Helena for a new Report of Waste Discharge (ROWD) have not materialized.

As set forth in the initial and supplemental complaints, the Vineyards and their owners believe that this represents a high priority violation due to the significant threat to local water quality, detrimental impacts to human health and the environment, including the Vineyards' crops and groundwater quality, and also due to the fact that the St. Helena WWTP has a history of prior violations.

Even though the WWTP was issued a Notice of Violation (NOV) on August 3, 2011, for violating their Water Recycling Requirements, Order No. R2-87-090 (WRR Order), the City continues to violate the requirements and prohibitions in that Order. The City has also violated its other permits, as is demonstrated in Order No. R2-2015-1021 (Nov. 2015) issuing \$290,177 in administrative civil penalties, and alleging that "on January 29 through February 7, 2014, there was an unauthorized discharge of approximately 5,035,000 gallons (15.45 acre-feet) of partially treated wastewater to groundwater from the 2-acre size Pond 1A at Settling Respondent's Plant (Alleged Violation); the discharge was a violation of Order R2-2010- 0105,

DOWNEY BRAND

Bruce Wolfe, Executive Officer
September 6, 2016
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Provision VII.A.2, Attachment G at section I.I.1, that the treatment shall not create pollution, contamination, or nuisance; and the unauthorized discharge violated California Water Code section 13350, subdivision (a), and is subject to administrative civil liability pursuant to section 13350, subdivision (e).” This action likely also adversely affected local groundwater compounding the WRR non-compliance issues.

The City was also issued a Cease and Desist Order (No. R2-2016-0004) on January 13, 2016, which addressed plant upgrades related to BOD and TSS, but failed to address issues with nutrients that had been raised with the Regional Board by the Vineyards’ first complaint in December of 2015. Similarly, the City’s recently issued NPDES permit (Order No. R2-2016-0003) does not adequately monitor for or require treatment for nitrogen compounds to protect surface and underground waters.

Specific Allegations:

The following sets forth the requirements in the WRR Order R2-87-090 (**Exhibit 7**) and demonstrates non-compliance with the same.

Requirement 4.

“The discharger will apply reclaimed wastewater to the grassland through low trajectory sprinklers at a controlled rate corresponding to grass evapotranspiration rate.”

Non-Compliance: The WWTP continually discharges effluent to the LAA far in excess of the grass evapotranspiration rate. As of August 2015, there was no grass crop to utilize the water applied. Besides some minor evaporation, with no crop for uptake, the ultimate fate of the discharged water is deep percolation carrying with it an excessive load of nitrogen. Groundwater statewide is being adversely impacted by nitrogen with many wells being found in excess of the Maximum Contaminant Levels (MCLs) for nitrates. The Regional Board has an obligation to regulate non-compliant discharges to avoid pollution and contamination of local groundwater, such as that of the Vineyards, which are neighboring properties to the LAA.

Prohibition 1.

“The treatment, storage, distribution, or reuse of reclaimed water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.”

Non-compliance: The threat to contaminate and contamination of groundwater used by the Vineyards meets the three requirements of Water Code §13050(m) by increasing pollutant loads of a constituent (nitrate) that can be injurious to health and obstructs the free use of property, by affecting a considerable number of persons, and occurred as a result of disposal of wastes.

Bruce Wolfe, Executive Officer
September 6, 2016
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Prohibition 4.

“No waste shall be applied to the irrigation site during rainfall, or when soils are saturated to a point where runoff is likely.”

Non-Compliance: The WWTP has applied wastewater at least twice on rainy days during the study period of 2013–2015 (Nov. 19, 2013 and Apr. 24, 2015). In addition, the WWTP systematically applies effluent to the disposal field during rainy months when no net water demand exists and soils are likely to be saturated. The only fate of water applied under such conditions is deep percolation to the groundwater, again with a high nitrogen loading.

Prohibition 6.

“The use of reclaimed water shall not cause the degradation of groundwater suitable for domestic use or cause any change in a quality parameter which would make the groundwater less suitable for irrigation use.”

Non-Compliance: Ground water quality monitoring by the City of St. Helena indicates nitrate contamination of groundwater under the LAA. Background nitrate-N levels in Napa Valley groundwater are generally very low. However, the nitrate-N level in well G-2 at the LAA has exceeded the EPA maximum contaminant level (MCL) of 10 mg/L nitrate-nitrogen in 21 of the 39 samples reported for 2012–June 2015. This data might be compounded if the other monitoring well had been monitored as required, but it does not appear that well G-1, listed in the Final Self-Monitoring Program section of Order 87-090, has been monitored at all. This constitutes a separate ground for a finding of non-compliance.

Provision C.1.

“The discharger shall comply with a Self-Monitoring Program as ordered by the Executive Officer.” The Monitoring Requirements specify two groundwater monitoring wells – G-1 and G-2 (See Final Self-Monitoring Program at p. 3).

Non-Compliance: The WWTP has failed to submit groundwater monitoring well data for Well G-1 and should be found to be in non-compliance with the severely outdated WRR Order.

If the City intended to change its disposal techniques or monitoring requirements, the City was under an obligation to “file with the appropriate regional board a report of any material change or proposed change in the character of the recycled water or its use.” Cal. Wat. Code §13522.5(b); Order No. R2-87-090, at p.5, Provision C.6. Failure to furnish such a report constitutes a misdemeanor. Cal. Wat. Code §13522.6. In addition, the Regional Board possesses the power to ask the Attorney General to pursue a judicial restraining order or injunction for non-compliance. Cal. Wat. Code §13522.7, §13525. The Regional Board has many other options under the Water Code, none of which have been explored to address the complaints registered.

Bruce Wolfe, Executive Officer
 September 6, 2016
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The Vineyards, through their consultants, have provided numerous documents demonstrating these continued violations and explaining how these practices by the WWTP have negatively impacted the ground water and neighboring Vineyards property.

Our clients are aggrieved because the WWTP is operating under an outdated WRR Order from 1987 where a contemporary Waste Discharge Requirements (WDRs) for land application is needed, or at least the facility must be ordered to comply with and complete a Salt and Nutrient Management Plan (SNMP) in accordance with the State Water Resources Control Board's Recycled Water Policy and recently issued general permit. St. Helena was never even brought into compliance with region-wide recycling Order No. R2-96-0011. St. Helena must be ordered to apply its municipal effluent at agronomic rates to meet and not exceed crop water and nitrogen requirements to prevent continued degradation of local groundwater.

While the WWTP's NPDES permit (Order No. R2-2016-0003) allows discharge to the river and has even had the discharge period expanded by two (2) months (when flow conditions and dilution ratios are met), the City of St. Helena's draft General Plan Update stated a goal to avoid all direct discharges into the Napa River, including even secondary treated discharges allowed under its current tentative NPDES Permit.

This goal is not acceptable, as it will continue to force over-reliance on the over-applied LAA. Discharges to the Napa River are needed for when there is no net crop demand from the LAA. Continuing to discharge to the LAA when there is no crop water demand in the winter rainy months will continue to degrade groundwater quality and contaminate the local aquifer.

The Vineyards respectfully request that the Regional Board take immediate action to require St. Helena to file a ROWD for its current disposal operations. The fact that the LAA has not been adequately maintained and operated has transformed this operation from a recycling project to a waste disposal facility. The current activities at the LAA must be regulated accordingly.

To this end, the Vineyards ask the Executive Officer to immediately issue a Cleanup and Abatement Order to the City of St. Helena under Water Code section 13304, which sets forth a tight timeframe for the City to take actions to remedy the problems alleged herein. Also, the Vineyards would like access to information on the City's progress via independent testing performed by an independent third party and through regular updates on all monitoring results and measurements. Finally, the Vineyards request that this issue be included in Item 7 on the Regional Board's September 14, 2016 meeting agenda as one of the "priorities for FY 2016-2017." Nitrate contamination is a pressing issue for this state and the Regional Board has the opportunity and obligation to address this problem before water wells become unusable.

Bruce Wolfe, Executive Officer
September 6, 2016
Page 6

The Vineyards would also like to set a meeting with you in the next month to discuss the actions that the Regional Board plans to take. The Vineyards would also like to be regularly updated on these actions, assuming the requested activities occur. Please let us know a convenient time for a meeting.

Very truly yours,

DOWNEY BRAND LLP



Melissa A. Thorme

1455372.1

cc: Cris Carrigan, SWRCB Office of Enforcement (Cris.Carrigan@waterboards.ca.gov)
Paul Pelosi, River Run Vineyards
James Bean, Bean Family Vineyards
Mark Neal, Jack Neal & Son Vineyard Management
Danyal Kasapligil, Dellavalle Laboratory, Inc.

DOWNEYBRAND

Exhibit 1

From: Complaints@dtsc.ca.gov
Sent: Wednesday, December 16, 2015 1:53 PM
To: l.rubin@dellavallelab.com
Subject: CalEPA Environmental Complaint Form

DO NOT REPLY TO THIS MESSAGE.

Thank you for submitting your complaint to CalEPA.

If this is an emergency, please dial 911 immediately. You may file a complaint with CalEPA at any time. CalEPA processes complaints during normal business hours, 8:00 a.m. to 5:00 p.m., Monday to Friday. Complaints received on weekends or State and federal holidays will be processed during normal business hours. Again, if this is an Emergency, Dial 911.

Dear Dellavalle Laboratory, Inc.,

This is to acknowledge that the California Environmental Protection Agency (CalEPA) is in receipt of your complaint. Your complaint was received on 12/16/2015 at 01:52 PM and has been assigned record number 46019. CalEPA staff will assess this complaint and will investigate, inspect or refer the complaint information to another agency as appropriate.

Your Complaint has been logged and sent to CalEPA Complaints Staff. .

Exhibit 2

DELLAVALLE LABORATORY, INC.		
RECORD OF COMMUNICATION		☒ Phone Call
		☐ Other (specify) _____
		☐ Meeting
PARTIES		
Lisa Rubin** Technical Consultant Dellavalle Laboratory, Inc.	Blair Allen Water Resources Engineer San Francisco Bay Regional Water Quality Control Board	DATE: 1/8/2016 TIME: 3:00 pm
** Party Initiating Communication		
SUBJECT: Follow Up on St. Helena WWTP LAA Complaint		Phone Number: 510.622.2305
SUMMARY OF COMMUNICATION: Mr. Allen, This is just a record of communication for our phone conversation on 1/8/2016. It is my understanding that there will be a meeting on 1/15/2016 between your supervisor and yourself to discuss the current situation with the St. Helena LAA in regards to the complaint that Dellavalle Laboratory submitted to the Board on 12/16/15. We discussed the following: 1. The Board introducing the report to the City of St. Helena for comment. 2. Pumping up the schedule for the City to complete a Report of Waste Discharge, so that the Board can bring Order No. 87-090 up to date to reflect current environmental standards. 3. The possibility that a more intensive groundwater monitoring program be included in the new Order.		
CONCLUSIONS, ACTION TAKEN OR REQUIRED: We concluded that after the meeting, you would contact me or e-mail me an outline of your discussion, within two weeks, so that we may be kept informed on any future progress.		
		WRITTEN BY: Lisa Rubin

Exhibit 3



January 15, 2016

Blair Allen, WRC Engineer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California, 94612

Re: Formal complaint of violations to the WDR Order No. 87-090 at the St. Helena Wastewater Treatment Plant and Land Application Area

Mr. Allen,

This is just a record of communication for our phone conversation on 1/8/2016. It is my understanding that you will be meeting with your supervisor on 1/15/2016 for a work plan review meeting, and anticipate discussing the St Helena Water Recycling Requirements case, including the evaluation report and complaint that Dellavalle Laboratory submitted to the Water Board on 12/16/2015.

We discussed the following:

1. Water Board may forward the report to the City of St. Helena for review and comment.
2. Water Board anticipates working to update the Water Recycling Requirements for City of St Helena, currently as Order No. 87-090, in 2016. This effort will include obtaining an updated Report of Waste Discharge from the City of St Helena.
3. Water Board anticipates the WRR Order update effort will include development of a more comprehensive groundwater monitoring program for the land application area.

We concluded that after the meeting, you would contact me or e-mail me an outline of your discussion, within two weeks, so that we may be kept informed on any future progress.

Thank you for your assistance,

Lisa Rubin
Technical Consultant
Dellavalle Laboratory, Inc.
408-667-7661

Exhibit 4

DELLAVALLE LABORATORY, INC.		
RECORD OF COMMUNICATION	☒ Phone Call	☐ Other (specify) _____
	☐ Meeting _____	
PARTIES		
Lisa Rubin** Technical Consultant Dellavalle Laboratory, Inc.	Blair Allen Water Resources Engineer San Francisco Bay Regional Water Quality Control Board	DATE: 2/3/2016 TIME: 2:00 pm
** Party Initiating Communication		
SUBJECT: Follow Up on St. Helena WWTP LAA Complaint		Phone Number: 510.622.2305
SUMMARY OF COMMUNICATION: Mr. Allen, This is just a record of communication for our phone conversation on 2/3/2016. It is my understanding that the position that the Board is taking in terms of the filed complaint against St. Helena WWTP LAA is that the situation is not considered a high priority and the case will be re-reviewed in late summer or early fall.		
CONCLUSIONS, ACTION TAKEN OR REQUIRED: No action taken on the complaint. The situation at the WWTP LAA will be re-reviewed in late summer or early fall.		
		WRITTEN BY: Lisa Rubin

Exhibit 5




[HOME](#) | [ABOUT US](#) | [DEPARTMENTS](#) | [PROGRAMS](#) | [NEWSROOM](#) | [GET INVOLVED](#)

CalEPA Environmental Complaint Form - Please Verify Your Information

The information you have provided is displayed below. Your complaint has not been submitted yet. Please review the information provided to ensure it is as complete and accurate as possible. If you need to make any changes, return to [Complaint Form](#). If you are finished and ready to submit your complaint, please click the "Submit Complaint" button below.

If you wish to keep a copy of the information you are about to submit in your complaint, please print this page now. Note, you will receive a confirmation of receipt but not a copy of the actual complaint that is submitted.

You must click the "Submit Complaint" button at the bottom of the page or your complaint will not be submitted!

Emergency: No **Spill:** No

Your Information:

Follow-up information on CalEPA's handling of this complaint will be sent

Name: Lisa Rubin
Address: 1910 W McKinley, Ste 110
City, St, ZIP: Fresno, CA 93728

Phone Number: (408)667-7661 **E-Mail:** l.rubin@dellavallelab.com

Complaint Information:

Address of the complaint occurrence, or location description

Address: 100 Chaix Lane
City, St, ZIP: SAINT HELENA, CA 94574
County: NAPA
Location: St. Helena Wastewater Treatment Plant Land Application Area
Description:

Facility, Company or Person's Name and Address

Responsible Person: Steve Palmer, PE
Company Name: City of St. Helena-Public Works
Address: 1480 Main Street

City, St, ZIP: SAINT HELENA, CA 94574
Phone Number: (707)968-2624

Complaint Related To:
Water

Date of Occurrence: **Time:** Ongoing

Ongoing Occurrence: Yes

Complaint Description

This is to acknowledge that the CalEPA has not responded to our initial complaint. Complaint Record No. is 46019. The date that initial complaint was filed was 12/16/2015. We reported that the St. Helena Wastewater Treatment Facility was not in compliance with their Water Reclamation Requirement Order No. 87-090. We have observed, analyzed, and investigated the land application area(LAA) practices from 2012-2015. We sent a 212-page technical report to the San Francisco Bay Regional Water Quality Control Board, and on 2/3/2016, we were informed that no action was to take place on the complaint at this time. In our analysis, we observed several activities and provided evidence that current management practices at the LAA have threatened to impact both California's environment and the public health. We request an appropriate response to this complaint and a timeline of events that will aid in protecting the local groundwater aquifers and neighboring residents.

Submit Complaint

Last updated: June 2, 2014
California Environmental Protection Agency, <http://www.calepa.ca.gov>
General Public Contact: cepacomm@calepa.ca.gov (916) 323-2514

Exhibit 6

DELLAVALLE LABORATORY, INC.			
RECORD OF COMMUNICATION		☐ Phone Call	☒ Other (specify)
		☐ Meeting	Email _____
PARTIES			
*Lisa Rubin Dellavalle Laboratory Inc	Brian Thompson Enforcement Unit-Region 2	DATE: 3/15/2016 TIME: 10:15 a.m.	
* Party Initiating Communication			
SUBJECT: Follow-up to Enforcement Complaint for St. Helena (sent 2/26/2016)		Phone Number: (510) 622-2422	
SUMMARY OF COMMUNICATION: Sent an e-mail with the following request: Good morning Mr. Thompson, Have you had the chance to review the formal request for enforcement action against the St. Helena Wastewater Treatment Plant (Sent on February 26, 2016)? Do you have any information that I may pass on to our client in regards to action? Please let me know where we stand so that we may determine if we need to attend the April Board meeting. I may be reached by phone or email. As of 3/28/2016 there has been no response.			
CONCLUSIONS, ACTION TAKEN OR REQUIRED: On 3/28/2016- Nilan Watmore, Special Assistant at CalEPA said that he would handle communications with Mr. Thompson.			
		WRITTEN BY: Lisa Rubin	

DELLAVALLE LABORATORY, INC.		
RECORD OF COMMUNICATION		☒ Phone Call ☐ Other (specify) _____ ☐ Meeting
PARTIES		DATE: 4/5/2016 TIME: 2:00 pm
*Lisa Rubin Technical Consultant Dellavalle Laboratory, Inc.	Brian Thompson Enforcement Unit Region 2 (San Francisco Bay)	
* Party Initiating Communication		
SUBJECT: Update on Enforcement Complaint St. Helena LAAs		Phone Number: (510) 622-2422
SUMMARY OF COMMUNICATION: I spoke with Mr. Thompson in regards to the status of the enforcement complaint against St. Helena WWTP. He said that he initially sent the report to the wrong division because he thought that the complaint pertained to another issue with the Plant. Upon its return to him, he forwarded the complaint to another unit (did not disclose which unit), but he took my phone number and email and said that he would make sure that the new unit contacted me in regards to status. He said to call him back if I was not contacted and that he would have the name of the individual that was now handling the case. He did not specify how long I should wait, but he inferred that I could call him back on 4/6/2016. I informed him that we needed a status update due to the Board meeting being held next week, and we needed to know if we would have to attend to present our concerns.		
CONCLUSIONS, ACTION TAKEN OR REQUIRED: On 4/5/2016 at 2:30 pm, Christine Boschen (Blair Allen's supervisor) called to give a status report. 1. She will be reviewing the case at a staff meeting today. 2. She will fully review the report. 3. She says that it would not be a bad idea to send a copy of the report to the City of St. Helena for their review. 4. Upon review by the Board, if it is determined that a violation has occurred, a NOV will be issued with a request for a technical report to address violations. 5. She said that we have gotten their attention, and it is not necessary to attend the Board meeting because a plan of action will definitely occur once she has fully read the report.		
		WRITTEN BY: Lisa Rubin

Christine Boschen update and meeting set.txt

From: Boschen, Christine@waterboards
[mailto:Christine.Boschen@waterboards.ca.gov]
Sent: Tuesday, April 05, 2016 5:44 PM
To: danyal@dellavallelab.com
Cc: Allen, Blair@waterboards
Subject: Best dates for us are 4/18 and 4/19

Hi Danya1,

Thanks for taking my call this afternoon. The best dates for Blair and me to meet with you are Monday 4/18 or Tuesday 4/19, anywhere between 10 to 4. We have other windows of time here and there, but these were the best dates and would allow us both time to read (or, for Blair, to re-read) your report in advance of meeting with you.

Please let us know how that works for you.

Sincerely,

Christine Boschen
Senior Environmental Scientist

San Francisco Bay Regional Water Quality Control Board
1515 Clay Street Suite 1400
Oakland, CA 94612

(510) 622-2346 direct
Christine.boschen@waterboards.ca.gov

FW St Helena 'Recycled Water'.txt

From: Allen, Blair@waterboards [mailto:Blair.Allen@waterboards.ca.gov]
Sent: Monday, April 18, 2016 2:17 PM
To: Danyal Kasapligil (danyal@dellavallelab.com)
Cc: Boschen, Christine@waterboards; Gunter, Melissa@waterboards
Subject: St Helena 'Recycled Water'

Danyal -

It was pleasure meeting with you today and discussing matters of water quality and water recycling.

Hopefully, in due time, our discussions will be more about positive accomplishments than poor practices.

NOI Reports Attached.

Attached are two reports we discussed today and you asked for copies of:

St Helena's 2006 NOI for coverage under WRR Order 96-011, and

St Helena's 2012 NOI for coverage under WRR Order 96-011.

Water Board's "ECM" Filing System.

The annotations in the file name, "ECM#_____)", are my abbreviations to denote the document-specific numbers of the documents as filed in our Water Board electronic filing system (sometimes called "ECM").

The filing system is unfortunately not available over the internet, but it is our primary document file system, and available to the public via our document review protocol. The copies I have sent you here today are the exact same as the copies in the file system.

2015 Complaint Report.

Also, for reference in case needed, the 12-16-2015 complaint letter and technical report prepared by your office is also filed in the ECM file system, as ECM document #2276249.

(You mentioned today that the report has been updated since original print. The version I have at my desk, and filed away, is the 12-16-2015 version. If you would like me file updated versions, I can do that also; please send to me if so desired.)

Thank you again for coming to Oakland to meet with us.

Page 1

FW St Helena 'Recycled Water'.txt
I look forward to future work with you.

P.S. I'm heading out on vacation later this week for a month to Greece, and to the (formerly Greek) Black Sea coast of Turkey, April 20 to May 20. I will not be checking emails. But feel free to email, and I will catch up when I return.

Meanwhile, Christine Boschen will be in contact with you about our anticipated schedule of future actions.

Best of the day to you.

Sincerely,

Blair Allen, P.E.
Water Resources Control Engineer
Watershed Management Division
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400, Oakland, California, 94612
ballen@waterboards.ca.gov -- 510.622.2305

June 3 2016 Communication on Meeting Follow-up.txt

From: Danyal Kasapligil [mailto:danyal@dellavallelab.com]
Sent: Friday, June 03, 2016 11:27 AM
To: Allen, Blair@waterboards
Subject: St Helena WWTP

Hello Blair,

Just checking in on what progress has been made since our meeting 8 weeks ago.

I'm sure you are swamped since your return (time to update the voicemail message)

Thanks,

Danyal Kasapligil
Dellavalle Laboratory, Inc.
1910 W. McKinley Ave suite 110
Fresno, CA 93728
800-228-9896

502 Mace Blvd suite 2B
Davis CA 95618
fax: 530-756-5553
cell: 831-750-4509

June 14 2016 Communication from Board Regarding Progress.txt

From: Allen, Blair@waterboards [mailto:Blair.Allen@waterboards.ca.gov]
Sent: Tuesday, June 14, 2016 5:01 PM
To: Danyal Kasapligil
Cc: Boschen, Christine@waterboards
Subject: RE: St Helena WWTP Discharges to Land

Danyal -

Thanks for the heads up on the voice mail message.

You are correct about a vacation pile up. I used to handle it well. This year recovery is almost as long as the vacation. But, I'm back.

No progress to report since we last met in person.

I'm working on this issue this week.

This issue: For now, I'll call it, Updated WDRs for St Helena WWTP Discharges to Land.

First step is written request to City for an ROWD.

Likely a letter, subject line ~ 'Request for Report of Waste Discharge'.

And include your analysis report and commentary to the effect that the ROWD needs to address the issues presented there, and present a discharge program in accord with ambient environmental conditions such as rainwater, surface water and groundwater.

I'll keep you posted.

.Blair Allen.

.ballen@waterboards.ca gov. -- .510.622.2305.

June 16 2016 Communication of Intent for Legal Action.txt

From: Danyal Kasapligil [mailto:danyal@dellavallelab.com]
Sent: Thursday, June 16, 2016 8:30 AM
To: 'Boschen, Christine@waterboards'; Blair Allen
Subject: RE: St Helena WWTP Discharges to Land
Importance: High

Dear Christine and Blair,

I am sorry to say that we are very disappointed to hear that no progress has been made on this issue since we met on April 18, 2016.

After that meeting you had assured me that a request for a ROWD would be made within a month of our meeting (by the end of May). It has now been almost two months since our meeting and half a year since we filed our complaint and technical report with your department.

At our meeting, you reassured me that we have your full attention. It has been tough to keep going back to my clients to report that absolutely no progress has been made.

Our clients feel that this important issue is not being taken seriously by your department. They are starting to feel that their concerns are being ignored and that they may need to alter their approach to get some action on this matter.

We hope to see something from you by next week, June 23rd.

Thank you,

Danyal kasapligil
Dellavalle Laboratory, Inc.
1910 W. McKinley Ave suite 110
Fresno, CA 93728
800-228-9896

502 Mace Blvd suite 2B
Davis CA 95618
fax: 530-756-5553
cell: 831-750-4509

Exhibit 7

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

ORDER NO. 87-090

WATER RECLAMATION REQUIREMENTS FOR:

CITY OF ST. HELENA
NAPA COUNTY

The California Regional Water Quality Control Board, San Francisco Bay Region, (hereinafter called the Board) finds that:

1. The City of St. Helena (hereinafter called the discharger) presently operates a secondary sewage treatment plant consisting of a series of 5 ponds with a designed capacity of 0.5 million gallons per day (MGD). During the period of December 1 through April 30, pond effluent is disinfected prior to discharging to the Napa River, a water of the United States, under the National Pollutant Discharge Elimination System (NPDES). The Board has adopted a separate set of waste discharge requirements (NPDES Permit No. CA0038016) for this discharge.
2. The discharger, by application dated July 13, 1983 and supplemental technical report dated April, 1985, proposed a summertime golf course irrigation project. The Board, on November 20, 1985, has adopted water reclamation requirements in Order No. 85-133 for this project. The golf course project was never implemented. The discharger hence studied other alternatives.
3. The discharger, on March 31, 1987, submitted an amended facilities plan and proposed a summertime grassland irrigation project. Secondary treated wastewater will be disinfected and stored in pond 5 prior to being pumped to a grassland through sprinkler spray during dry months. The grassland irrigation site is located on the west bank of the Napa River, adjacent to and southeast of the treatment plant, with 87.6 acres of net irrigable land. The discharger will purchase the land, plant grass and operate the irrigation site. The discharger is both the producer and user of the reclaimed wastewater. Attachment A is a location map of the irrigation site and is hereby made a part of this Order.
4. The discharger will apply reclaimed wastewater to the grassland through low trajectory sprinklers at a controlled rate corresponding to grass evapotranspiration rate. The irrigation pumps will be provided with shutoff switches controlled by an anemometer to stop spraying when wind velocity in the field is high. A minimum of 50-foot wide buffer zone will be maintained along the Napa River bank and along the southeast and southwest boundaries. Along the southeast and southwest boundaries, the buffer zones will be irrigated by well water using spray irrigation through a separate sprinkler system. During the irrigation season, runoff from the site will be collected in perimeter ditches leading to two tail water sumps and be pumped back to the field.

5. The Board adopted a revised Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) on December 17, 1986. The water quality goals to be used in regulating water quality factors as set forth in the Basin Plan include maximum feasible reclamation or reuse of municipal, industrial, and agricultural wastewaters.
6. Section 13523 of the California Water Code provides that a Regional Board, after consultation with and reception of recommendations from the State Department of Health, and if it is determined such action to be necessary to protect the public health, safety, or welfare, shall prescribe water reclamation requirements for water which is used or proposed to be used as reclaimed water.
7. These water reclamation requirements are in conformance with the statewide reclamation criteria established by the State Department of Health Services as prescribed in Title 22, Section 60301 through Section 60355, California Administrative Code.
8. The City of St. Helena, on February 2, 1987, certified as complete a Supplemental Environmental Impact Report (EIR) on the proposed wastewater reclamation project. The EIR finds that, with the mitigation measures included in the project, the project will not have a significant adverse impact on the environment.
9. The Board has notified the discharger, and interested agencies and persons of its intent to prescribe water reclamation requirements for the proposed reuse.
10. The Board, in a public meeting, heard and considered all comments pertaining to this reuse.

IT IS HEREBY ORDERED, that the discharger, in order to meet the provisions contained in Division 7 of the California Water code and regulations adopted thereunder, shall comply with the following:

A. Prohibitions

1. The treatment, storage, distribution, or reuse of reclaimed water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.
2. No reclaimed water shall be allowed to escape from the designated use area via surface flow or airborne spray.
3. Reclaimed water shall not be used as a domestic or animal water supply. There shall be no cross-connection between potable water supply and piping containing reclaimed water. Supplementing reclaimed water with water used for domestic supply shall not be allowed except through an air-gap separation.
4. No waste shall be applied to the irrigation site during rainfall, or when soils are saturated to a point where runoff is likely.
5. Reclaimed wastewater shall not be sprayed on any facility or area not designated for reclamation such as walkways, passing

vehicles, buildings, domestic water facilities or food handling facilities. Drinking water facilities shall be protected from direct or windblown reclaimed water spray.

6. The use of reclaimed water shall not cause the degradation of groundwater suitable for domestic use or cause any change in a quality parameter which would make the groundwater less suitable for irrigation use.
7. There shall be no irrigation or impoundment of reclaimed water within 500 feet of any well used for domestic supply or 100 feet of any irrigation well unless it can be demonstrated that special circumstances justify lesser distances to be acceptable.

B. Reclaimed Water Use Specifications

1. The discharger shall assure that the reclaimed wastewater is at all times an adequately oxidized, disinfected wastewater that meets the following quality limits at all times:

In any grab sample:

- | | |
|------------------------------------|--------------------|
| a. 5-day Biochemical Oxygen Demand | 40.0 mg/l, maximum |
| b. Dissolved Oxygen | 1.0 mg/l, minimum |
| c. Dissolved Sulfides | 0.1 mg/l, maximum |

At any point in the disinfection facilities where adequate contact with disinfectant is assured:

- d. The median number of total coliform organisms shall not exceed 23 MPN/100 ml as determined from the bacteriological results of the last seven days for which analyses have been completed, and the number of total coliform organisms shall not exceed 240 MPN/100ml in any two consecutive samples.
2. The discharger shall discontinue the pumping of reclaimed water to the irrigation site during any period in which he has reason to believe that the limits specified in B.1 above are not being met. The pumping of reclaimed water shall not be resumed until all conditions which caused the limits specified in B.1 to be violated have been corrected.
3. All equipment, including pumps, piping, valves, etc. with public access which may at any time contain reclaimed water shall be adequately and clearly identified with warning signs and the discharger shall make all necessary provisions, in addition, to inform the public that the liquid contained is reclaimed water and is unfit for human consumption.
4. The buffer zones along the site perimeter shall have a minimum allowable width of 50 feet, as measured from the end of sprinkler radius of throw to the property line. The Board may require a buffer zone width beyond 50 feet in certain areas if deemed necessary. Under no circumstances may the buffer zones

along the southeast and southwest boundaries be spray irrigated by reclaimed wastewater. Surface irrigation of these buffer zones by reclaimed wastewater is not allowed, unless a specific plan is submitted for review and approval by the Executive Officer.

5. Under no circumstances may reclaimed wastewater be used to irrigate within 100 feet of the two wells located on the reclamation site.
6. The anemometer controlled irrigation pumps must be automatically shut down whenever wind velocity at the irrigation site exceeds a preset level. The discharger shall monitor the irrigation system performance with respect to wind velocity and direction to develop an operating envelop within which the irrigation system can operate without resulting in the escaping of wastewater from the irrigation site in the form of droplets, or airborne spray. An engineering report must be generated from this monitoring effort within three months of the start of the reclamation project and be submitted, to the satisfaction of the Executive Officer, for review and approval.
7. The discharger shall manage its spray irrigation so as to minimize wastewater ponding in the spray field which could cause mosquito breeding problem.
8. Adequate time should be provided between the last irrigation and grass mowing to allow the grass to dry.
9. Irrigation site shall be fenced to restrict public access. Perimeter warning signs indicating that the reclaimed wastewater is not safe for drinking or contact should be posted at least every 500 feet with a minimum of one sign at each corner and one at each access road.
10. There shall be at least a 10-foot horizontal and 1-foot vertical separation (with the domestic water above the reclaimed water pipeline) between all pipelines transporting reclaimed water and those transporting domestic water.
11. Along the southeastern and southwestern boundaries, the operation of well water spray in the buffer zones should be managed in a manner to effectively prevent reclaimed wastewater from escaping the irrigation site in the form of droplets, airborne spray, or mist.

C. Provisions

1. The discharger shall comply with a Self-Monitoring Program as ordered by the Executive Officer.
2. The discharger shall permit the Board or its authorized representatives in accordance with California Water Code Section 13267(c):

- (a) Entry upon premises in which an effluent source is located or in which any required records are kept.
 - (b) Access to copy any records required to be kept under terms and conditions of this Order.
 - (c) Inspection of any monitoring equipment or method required by this Order.
 - (d) Sampling of reclaimed water.
3. The discharger shall maintain in good working order and operate, as efficiently as possible, any facility or control system installed by the discharger to achieve compliance with this Order.
 4. A contingency plan shall be developed outlining the action to be taken in the event effluent quality fails to meet required standards. The plan must be submitted for review, to the satisfaction of the Executive Officer, prior to the startup of the irrigation operation.
 5. In the event of any change in control or ownership of land or water reclamation facilities presently owned or controlled by the discharger, the discharger shall notify the succeeding owner or operator of the existence of this Order by a letter, a copy of which shall be forwarded to this Board.
 6. The discharger shall file with the Regional Board a report on waste discharge at least 180 days before making any material change or proposed change in the character, location, or volume of the reuse, except for emergency conditions in which case the Board shall be notified.
 7. The Board will review this Order periodically and may revise the requirements when necessary.
 8. After notice and opportunity for a hearing, this Order may be terminated or modified for cause, including, but not limited to:
 - (a) Violation of any term or condition contained in this Order;
 - (b) Obtaining this Order by misrepresentation, or failure to disclose fully all relevant facts; and
 - (c) A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized reuse.
 9. The water reclamation requirements previously prescribed by the Board in Order No. 85-133 is no longer applicable. Order No. 85-133 is hereby rescinded.

I, Roger B. James, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on July

15, 1987.



ROGER B. JAMES
Executive Officer

Attachments:

Location Map

Self-Monitoring Program

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

FINAL
SELF-MONITORING PROGRAM
FOR

CITY OF ST. HELENA

WASTEWATER RECLAMATION PROJECT

NAPA COUNTY

ORDER NO. 87-090

CONSISTS OF

PART A

PART ACITY OF ST. HELENA
WASTEWATER RECLAMATION PROJECTI. GENERAL

Reporting responsibilities of waste dischargers are specified in Sections 13225(a), 13267(b), 13268, 13383, and 13387(b) of the California Water Code and this Regional Board's Resolution No. 73-16.

The principal purposes of a monitoring program by a waste discharger or reclaimed water user, also referred to as a self-monitoring program, are:

1. To document compliance with waste discharge and/or water reclamation requirements and prohibitions established by the Regional Board.
2. To facilitate self-policing by the waste discharger or reclaimed water user in the prevention and abatement of pollution arising from waste discharge or water reclamation.

II. SAMPLING AND ANALYTICAL METHODS

Sample collection, storage, and analyses shall be performed according to the latest edition of "Standard Methods for the Examination of Water and Wastewater" prepared and published jointly by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation, or other methods approved and specified by the Executive Officer of this Regional Board.

Water and waste analyses shall be performed by a laboratory approved for these analyses by the State Department of Health or a laboratory approved by the Executive Officer. The director of the laboratory whose name appears on the certification shall supervise all analytical work in his laboratory and shall sign all reports of such work submitted to the Regional Board.

All monitoring instruments and equipment shall be properly calibrated and maintained to ensure accuracy of measurements.

III. DEFINITION OF TERMS

1. A grab sample is defined as an individual sample collected in fewer than 15 minutes.

2. Standard Observationsa. Land Retention or Pond Area

This applies both to liquid and solid wastes confined or unconfined.

- (1) Determine height of the freeboard at lowest point of dikes confining liquid wastes.
- (2) Evidence of leaching liquid from area of confinement and estimated size of affected area. (Show affected area on a sketch.)
- (3) Odor: presence or absence, characterization, source, and distance of travel.
- (4) Estimated number of waterfowl and other water-associated birds in the pond area and vicinity.

b. Periphery of Spray Irrigation Site

- (1) Evidence of reclaimed wastewater escaping the irrigation site through surface runoff or airborne spray. (Show affected area on a sketch.)
- (2) Odor: presence or absence, characterization, source, and distance of travel.
- (3) Evidence of surfacing or ponding of reclaimed water as well as mosquitoes breeding within the irrigation area due to excessive spray.
- (4) Warning signs or notices adequately posted to inform public that the water used for irrigation is reclaimed waste.

IV. DESCRIPTION OF SAMPLING STATIONS AND SCHEDULE OF SAMPLING, ANALYSIS AND OBSERVATIONS

1. DESCRIPTION OF SAMPLING STATIONS

a. EFFLUENT

<u>Station</u>	<u>Description</u>
E-001	Located at any point in the effluent from the treatment plant, prior to being pumped to the irrigation site. (Maybe the same point as E-001-D.)
E-001-D	Located at any point in the effluent from disinfection facilities at which point adequate contact with the disinfectant is assured.

b. STORAGE PONDS

<u>Station</u>	<u>Description</u>
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P-1 Located at a point in pond No.5, within one foot of the water surface and no less than two feet from the bank, representative of the wastewater.

c. LAND OBSERVATION

<u>Station</u>	<u>Description</u>
L-1 thru L-'n'	Located at ends and midpoints of the perimeter levees of pond No.5.
I-1 thru I-'n'	Located at points spaced equidistantly around the periphery of the spray irrigation area. Points shall be separated by not more than 1000 feet. A sketch showing the stations shall be submitted with the first monitoring report and subsequent self-monitoring reports when station location is changed or a violation is noted.

d. GROUNDWATER

<u>Station</u>	<u>Description</u>
G-1	An existing well located within the irrigation site, along the southwest boundary, to be used as the irrigation source in buffer areas. This well will be sanitary sealed.
G-2	An existing well located within the irrigation site, northeastern to the center of the field. This well will be sanitary sealed.

2. SCHEDULE OF SAMPLING, ANALYSIS, AND OBSERVATIONS

- a. This self-monitoring program is applicable when wastewater is reclaimed for irrigation.
- b. The discharger is required to perform observations, sampling, and analyses according to the schedule given in Table I. (Attachment A)

V. REPORTS TO BE FILED WITH THE REGIONAL BOARD

1. Violation of Requirements:

In the event the discharger is unable to comply with the conditions of the water reclamation requirements and prohibitions due to:

- (a) maintenance work, power failure, or breakdown of waste treatment equipment, or
- (b) accidents caused by human error or negligence, or
- (c) other causes such as acts of nature,

the discharger shall notify the Regional Board office by telephone as soon as he or his agents have knowledge of the incident and confirm this notification in writing within two weeks of the telephone notification. The written report shall include pertinent information explaining reasons for the non-compliance and shall indicate what steps were taken to prevent the problems from recurring.

2. Self-Monitoring Reports

Written reports shall be filed regularly for each calendar month by the fifteenth day of the following month. The reports shall be comprised of the following:

a. Letter of Transmittal:

A letter transmitting self-monitoring reports should accompany each report. Such a letter shall include a discussion of requirement violations found during the past month and actions taken or planned for correcting violations, such as operation modifications and/or facilities expansion. If the discharger has previously submitted a detailed time schedule for correcting requirement violations, a reference to the correspondence transmitting such schedule will be satisfactory. The letter shall contain a statement by the official, under penalty of perjury, that to the best of the signer's knowledge the report is true and correct.

b. Results of Analyses and Observations

Tabulations of the results from each required analysis and/or observations specified in Table I by date, time, type of sample, and station.

c. List of Approved Analyses

- (1) Listing of analyses for which the discharger is approved by the State Department of Health.
- (2) List of analyses performed for the discharger by another approved laboratory (and copies of reports signed by the laboratory director of that laboratory shall also be submitted as part of the report).

I, Roger B. James, Executive Officer, do hereby certify that the foregoing Self-Monitoring Program:

1. Has been developed in accordance with the procedure set forth in this Regional Board's Resolution No. 73-16 in order to obtain data and document compliance with the Water Reclamation Requirements established in Regional Board Order No. 87-090.
2. Is effective on the date shown below.
3. May be reviewed at any time subsequent to the effective date upon written notice from the Executive Officer or request from the discharger, and revisions will be ordered by the Executive Officer.



ROGER B. JAMES
Executive Officer

Effective Date: July 15, 1987

Attachments:

- A. Table I
- B. User's Self-Monitoring Report Form

ATTACHMENT A

TABLE I

SCHEDULE FOR SAMPLINGS, MEASUREMENTS, AND ANALYSES
CITY OF ST. HELENA

SAMPLING STATIONS	E-001	E-001 -D	P-1	L-1 thru L-'n'	I-1 thru I-'n'	G-1 thru G-2
Type of Samples	G	G	G	O	O	G
Flow Rate, (MGD)	D					
5-day Biochemical Oxygen Demand	2W					
pH, (unit)	2W		M			
Dissolved Oxygen, (mg/l)	2W		M			
Dissolved Sulfides, (mg/l), (l)	2W		M			
Settleable Matter, (ml/l-hr)	2W					
Total Coliform, (MPN/100 ml)		D				M
Total Dissolved Solids, (mg/l)						Q
Nitrate, (mg/l)						Q
Applicable Standard Observations	2W			W	W (2)	

LEGEND FOR TABLE

G= Grab sample,
O= Observation,D= Daily,
W= Once each week,
2W= Every two weeks,
M= Monthly,
Q= Quarterly,

Notes:

- (1). Analyze for this item only when Dissolved Oxygen is below 2.0 mg/l.
- (2). The discharger shall perform the designated observations and file the User's Report (in Attachment B) as part of the Self-Monitoring Report monthly during the irrigation period. The observation must be made during the period when reclaimed wastewater irrigation is in progress.

ATTACHMENT B

User's Self-Monitoring Report

1. Name of User: CITY OF ST. HELENA
2. Month and Year: _____
3. Circle dates that Reclaimed water being used: 1 2 3 4 5 6 7 8 9 10 11
12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
4. Total gallons used for the month: _____
5. Required weekly observations: (Fill in the date of the inspection and write "yes" or "no" for each observation.)

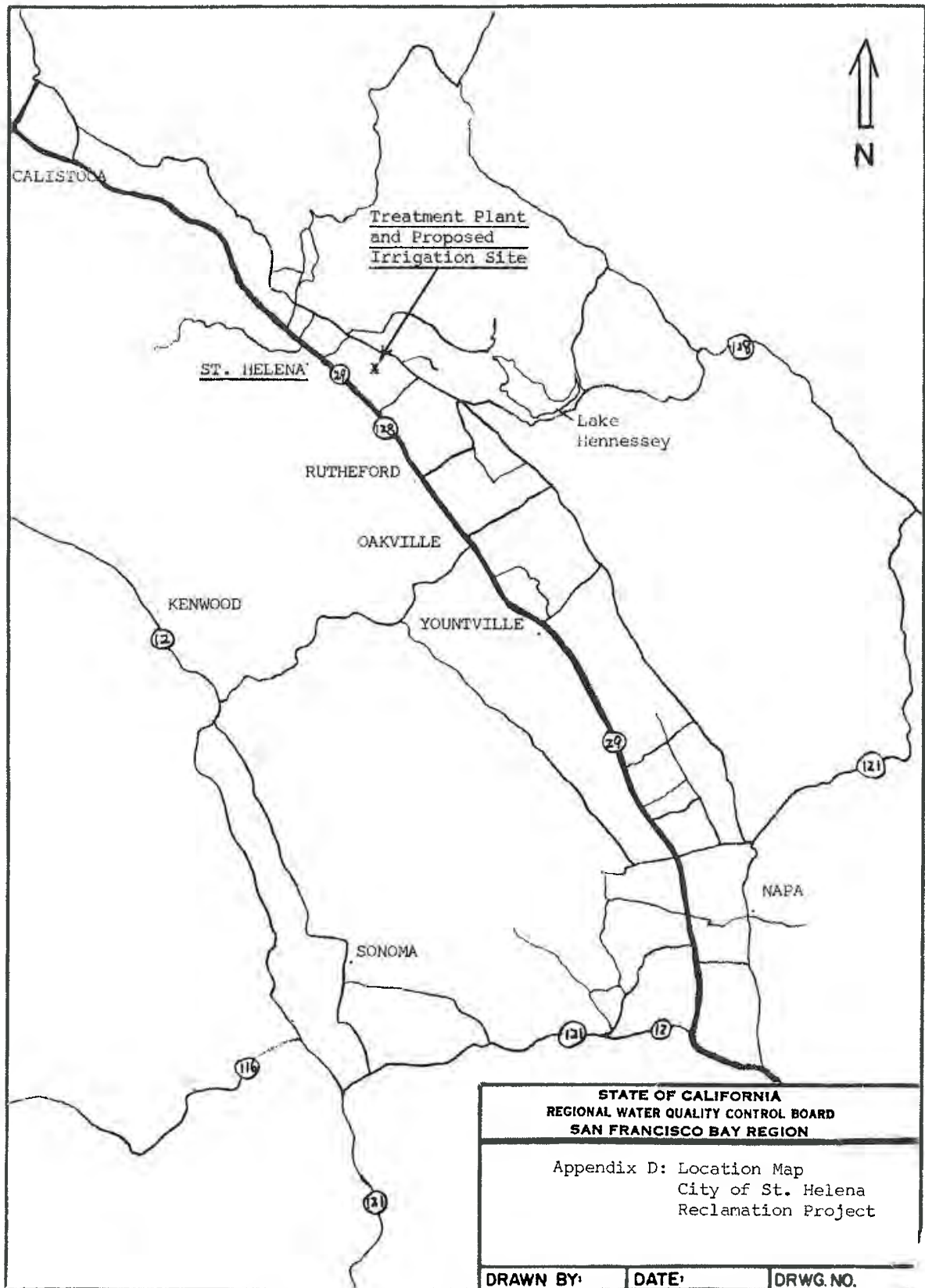
Date and Time					
Observed Escape of Wastewater from the Irrigation Site by Surface Flow or Airborne Spray					
Wastewater Used on Unauthorized Areas					
Odor from Wastewater					
Mosquitoes Breeding Resulted from Wastewater Ponding					
Warning Signs Properly Posted					
Public Contact with Wastewater					
Tailwater System Failure					
Automatic Shutoff switch being Tested and Functions Properly					

If any of the observations were yes, a written report containing the following information shall be submitted:

- (1) State time when noted violation(s) was observed and show its location on a map.
 - (2) Explain cause and extent of violation(s) observed.
 - (3) Describe corrective action taken and the dates compliance was achieved and irrigation was resumed.
6. I certify that the information in this report, to the best of my knowledge, is true and correct.

Signature of Operator

Date





December 16, 2015

Blair Allen, WRC Engineer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California, 94612

Re: Formal complaint of violations to the WDR Order No. 87-090 at the St. Helena
Wastewater Treatment Plant and Land Application Area

At the request of neighboring residents and property owners, Dellavalle Laboratory, Inc. has been retained to evaluate the impact current management practices at the City of St. Helena Wastewater Treatment Plant Land Application Area have had upon the local groundwater aquifer and the impacts upon neighboring vineyards.

After a five-month investigation, we have found:

The City of St Helena Waste Water Treatment Plant (WWTP) has been over applying wastewater to its land application area (LAA) disposal fields. This has resulted in nitrate contamination of the local ground water and a rise in the water table which has negatively impacted neighboring vineyards.

The WWTP was issued a Notice of Violation (NOV) on August 3, 2011 for violating their water reclamation requirements. Although the City of St Helena responded with a 53 page technical report on October 31, 2011, they still continue to violate their requirements and prohibitions set forth in their Water Reclamation Requirement (WRR) Order 87-090:

Requirement 4.

"The discharger will apply reclaimed wastewater to the grassland through low trajectory sprinklers at a controlled rate corresponding to grass evapotranspiration rate."

The discharger (WWTP) continually discharges effluent far in excess of the grass evapotranspiration rate. As of August 2015 there was no grass crop to utilize the water applied. Besides some minor evaporation, with no crop uptake, the ultimate fate of the discharged water is deep percolation. With it, this wastewater carries an excessive load of nitrogen.

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Prohibition 4.

"No waste shall be applied to the irrigation site during rainfall, or when soils are saturated to a point where runoff is likely."

Although the discharger only applied wastewater twice on rainy days during the study period of 2013 – 2015 (Nov. 19, 2013 and Apr. 24, 2015) they systematically apply effluent to the disposal field during rainy months when there is no net water demand and soils are likely to be saturated. The only fate of water applied under such conditions is deep percolation to the ground water.

Prohibition 6.

"The use of reclaimed water shall not cause a degradation of groundwater suitable for domestic use or cause any change in a quality parameter which would make the groundwater less suitable for irrigation use."

Ground water quality monitoring by the City of St Helena indicates nitrate contamination of ground water under the LAA. Background nitrate-N levels in Napa Valley ground water are generally very low. The nitrate-N level in well G-2 at the LAA has exceeded the EPA maximum contaminant level (MCL) of 10 mg/L nitrate-nitrogen in 21 of the 39 samples reported for 2012 – June 2015. Well G-1 listed in the Self Monitoring Program section of Order 87-090 has not been monitored.

The attached report documents these continued violations and explains how these practices at the WWTP LAA have negatively impacted the ground water and neighboring vineyards.

Current Issues

The City of St Helena WWTP LAA is operating under an outdated water reclamation requirement (WRR) from 1987. Contemporary waste discharge requirements (WDR) for land application of municipal effluent generally require that the effluent be applied at agronomic rates to meet and not exceed crop water and nitrogen requirements to prevent degradation of ground water. Contemporary WDR's are typically quite specific in monitoring these mass balances of both water and nitrogen. The 1987 WRR is relatively vague by today's standards, specifying that the effluent be applied at a "controlled rate" to meet the grass evapotranspiration rate along with the above mentioned requirements and prohibitions.

We have been told by RWQCB staff that updating the WRR is not a priority for them as their focus has been directed to updating the National Pollutant Discharge Elimination System (NPDES) permit for discharges to the Napa River.

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Based on the results of our study and the severe environmental damage that may be occurring, it is our opinion that the RWQCB should immediately address the WRR.

The RWQCB has attached a Cease and Desist Order to the new NPDES permit requiring the WWTP to upgrade its facilities within five years to meet stricter discharge limits for Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). There is a public hearing set for this on January 13, 2016 at the RWQCB in Oakland.

Based on the reported evidence, the appropriate response from the RWQCB would be to issue another Cease and Desist Order to the City of St. Helena Waste Water Treatment Plant requiring improvements to the irrigation design, groundwater monitoring network, and management practices at the WWTP and LAA.

Effluent applications during periods of no crop water demand have resulted in deep percolation of the effluent to the local water table resulting in nitrate contamination of the groundwater. The LAA has a groundwater monitoring component, which has shown that the one monitoring well currently being monitored exceeds the EPA limit for nitrate. This situation of nitrate contamination will continue, unless the WWTP makes operational changes to discharge to the river in the winter months as their permit allows.

While the WWTP is allowed to discharge to the river and has even had the period when this is possible expanded by two months, (given that flow conditions and dilution ratios are met), the City of St Helena states in their draft General Plan Update that it is their "goal to avoid all direct discharges into the Napa River, including even secondarily-treated discharges that are allowed under its current Tentative Order from the Regional Water Quality Control Board." Why this is their goal is not stated. This is not desirable as it will continue to force over-reliance on the over-applied LAA.

Discharges to the Napa River are needed for when there is no net crop demand from the LAA. Continuing to discharge to the LAA when there is no crop water demand in the winter rainy months will continue to degrade groundwater quality and contaminate the local aquifer.

Once the Environmental Impact Report (EIR) for the City of St Helena General Plan Update is finalized soon, it will be posted in early 2016 for public comment. It is important that we formally comment on this aspect as we believe that this important issue is being over-looked, or not adequately addressed.

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Recommendations

Improvements needed:

- Update the WRR from 1987 so that it may reflect current State and Federal water quality standards in order to achieve compliance with the law and protect the waters of the State. This should include revising the monitoring and reporting program (MRP) to include evaluation of the nitrogen content of the effluent in order to calculate specific agronomic nitrogen loading rates.
- Upgrade the LAA to irrigate the entire area to maximize water use. Deep percolation of effluent to groundwater is inevitable given the current situation and practices.
- Actively farm the LAA with forage crops that are harvested and remove the nitrogen containing crop off-site.

Management practices in the meantime must:

- Maximize discharges to the Napa River during the allowable period of November 1 through May 31.
- Management practices may need to be improved (discharge flow rates may need to be better managed) to meet the required dilution ratio depending on river flows.
- Discharges to the LAA must be avoided during months when monthly rainfall exceeds monthly evapotranspiration.
- Groundwater monitoring well GRD-002 must be monitored for nitrate concentration. If this monitoring well has been buried by the storage building at this site then new monitoring wells need to be installed and monitored. Additionally, monitoring wells need to be installed up-gradient and down-gradient of the LAA to quantify the influence of the LAA upon groundwater.
- The irrigated area at the LAA needs to be maximized.

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The citizens of St Helena and surrounding areas request that the RWQCB takes prompt action to protect their groundwater resources. Upon review, we request comments and a timeline of impending events be sent to l.rubin@dellavallelab.com. We eagerly await the Board's response.

Sincerely,



Danyal Kasapligil, M.S.
Certified Professional Agronomist

Cc: Bruce H. Wolfe, Executive Officer II, San Francisco Bay Regional Water Quality Control Board, Region 2, 1515 Clay Street, Suite 1400, Oakland, California, 94612.

Keith Lichten, Supervising WRC Engineer, Watershed Protection, RWQCB,
1515 Clay Street, Suite 1400, Oakland, California, 94612.

Terry Seward, Supervising WRC Engineer, Groundwater Protection, RWQCB,
1515 Clay Street, Suite 1400, Oakland, California, 94612.

Christine Boschen, Senior Environmental Scientist, Industrial Discharges to Land,
RWQCB, 1515 Clay Street, Suite 1400, Oakland, California, 94612.

**Evaluation of Management Practices at the
City of St. Helena Wastewater Treatment
Plant Land Application Area and the Effects
Upon Neighboring Vineyards**

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Evaluation of Management Practices at the City of St. Helena Waste Water Treatment Plant Land Application Area

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- 1) California Regional Water Quality Control Board Order No. 87-090
- 2) City of St. Helena California Water Code Section 13267 Technical Report
- 3) City of St. Helena Wastewater Treatment Plant Reclaimed Effluent Flow, 2012-2015 Electronic Self-Monitoring Reports (eSMRs)
- 4) City of St. Helena Wastewater Treatment Plant Domestic Well (GRD-002), 2012-2015 Electronic Self-Monitoring Reports (eSMRs)
- 5) Reports of Water Analysis: Lab Nos. 226697, 217696, 229777
- 6) St. Helena Land Application Area October 2015 Report of Water Analysis: Lab Report 229776

- 7) California Regional Water Quality Control Board Meeting Notes from October 26, 2010 Inspection
- 8) CIWQS Facility at a Glance Violations Report for Order 87-090
- 9) St. Helena General Plan Update 2030: Chapter 4 - Public Facilities and Services
- 10) California Regional Water Quality Control Board Monitoring and Reporting Program (MRP) No. R2-2010-0105

Appendices

- A) CIMIS 2012-2015 Monthly Reporting of ET_O-Precipitation
- B) CIMIS 2012-2015 Daily Reporting of ET_O-Precipitation
- C) WATERIGHT 2015 Monthly Pasture Crop Coefficient
- D) 2012-2015 Monthly Allowable (Controlled) Discharge based on ET
- E) 2012-2015 Daily Allowable (Controlled) Discharge based on ET
- F) 2012-2015 Monthly and Daily Hydraulic Loading Summary
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- H) 2012-2015 Daily Summary of Discharge during Rain Events and (-) ET
- I) 2012-2015 Wet Weather Periods (December 1- April 30) Over Applications
- J) 2012-2015 National Water Information System Discharge Flow Data for USGS Monitoring Station No. 11456000
- K) 2015 Napa River Flow Rates, Allowable State Discharges, and WWTP Operational Discharge Status'

Evaluation of Management Practices at the City of St. Helena Waste Water Treatment Plant Land Application Area and the Effects Upon Neighboring Vineyards

1. Introduction

Members of the community of St. Helena (Community) farm several vineyards both adjacent and near to the City of St. Helena Waste Water Treatment Plant (WWTP). These vineyards have been negatively impacted by the disposal of excess amounts of municipal effluent to an approximately 86-acre land application area (LAA), which consists of an 82.5-acre disposal field, 0.3-acre mosquito fish pond complex, a 1.5-acre willow sapling growing project, and a 1.7-acre Redwood Forest project.

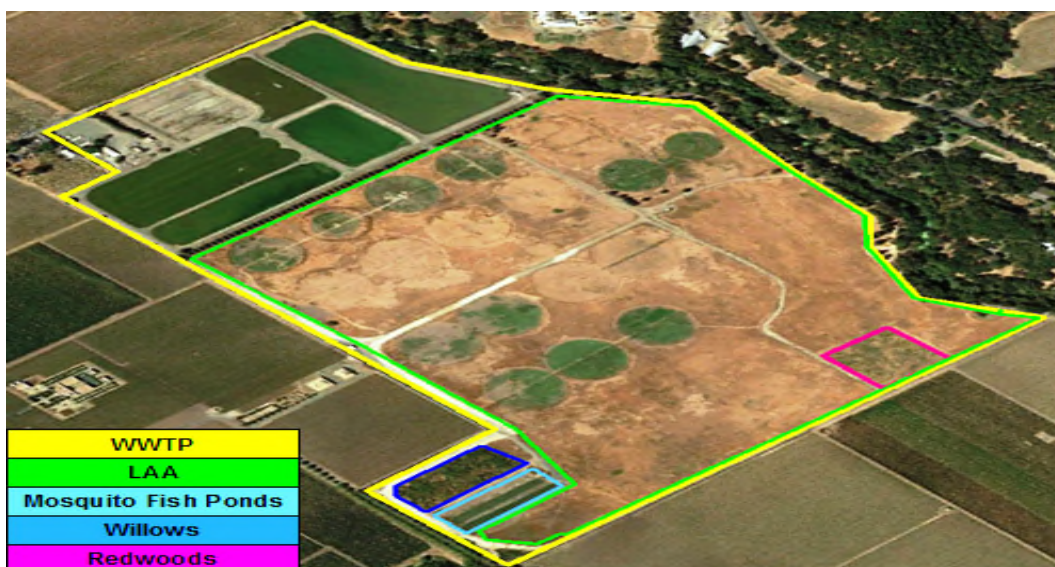


Figure 1. St. Helena Wastewater Treatment Plant and Land Application Area.

California Regional Water Quality Control Board, San Francisco Bay Region, Order No. 87-090 (Order) adopted on July 15, 1987, regulates the LAA and requires annual and monthly sampling and reporting of waste discharges. The City of St. Helena (City) owns and operates the WWTP and LAA. The WWTP is southeast of the city at 1 Chaix Lane in Section 32, T8N, R5W; MDB&M. Treated effluent from the WWTP is applied to land via irrigation at LAA located in Section 5, T7N, R5W; MDB&M.

The purpose of this report is to evaluate irrigation management practices in the LAA from 2012-2015 and demonstrate how the WWTP has not been in compliance with the Order (**Attachment 1**). Site specific findings, prohibitions, provisions, and monitoring requirements are highlighted in Attachment 1. By disregarding these set regulations, the WWTP has degraded groundwater quality and has had a negative environmental impact upon Community vineyards.

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2. LAA Irrigation System

The City by technical report dated March 31, 1987, submitted to the California Regional Water Quality Control Board, San Francisco Bay Region (Board), a proposal for a summertime grassland irrigation project (the LAA). Discharge of reclaimed water to land was to be through spray irrigation onto grass fields. Based on information in the 2006 *City of St. Helena Notice of Intent for Coverage Under the General Water Reuse Order* (NOI), two 100 hp pumps are used to pump secondary treated wastewater to the irrigation system. One pump is operated at a time, pumping a maximum of 2200 gallons per minute (gpm). The 10-inch irrigation mainline from the storage pond to the disposal field is 5,000 ft. in length.

The mainline historically supplied irrigation wastewater to sixteen 6" zone control valves and each zone had approximately 90 sprinklers. Between August of 2002 and July of 2003, 8 "big gun" sprinklers were installed, replacing the previous smaller sprinklers. The NOI stated that the smaller discharge sprinklers were used less frequently since the installation of these big gun sprinklers.

On October 31, 2011, the City submitted the *City of St. Helena California Water Code Section 13267 Technical Report* to the Board proposing material changes in the irrigation design (**Attachment 2**). The following month, 10 additional big gun sprinklers were installed (**Figure 2**). Each one sprays approximately 215 gpm and covers approximately 1.1 acres resulting in a precipitation rate of 0.43 inches/hr. There is a 100 ft. buffer zone surrounding the field and adjacent properties.



Figure 2. 2011 Irrigation System at the LAA.

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Prior to the installment of the Redwood Forest project, a Staff Report from April 2013 was submitted to the City Council by the Director of Public Works which discussed future reclamation field projects. The report stated, "Presently, the City has 18 rain gun sprinklers that cover a portion of the reclamation field. In order to maximize utilization of the reclamation fields, the Wastewater Treatment Operator recommends installing an additional 45 rain guns" (City of St. Helena 2013). As of April 2015, the irrigation design remains the same (**Figure 3**).



Figure 3. April 2015 Satellite image of LAA.

3. Irrigation Management Plan for Reclaimed Water

Reclaimed water is water that is used more than one time before it passes back into the natural water cycle. The basis of a good irrigation management program for the use of reclaimed water is one that utilizes the amount of water which, in combination with rainfall, meets the water demands of the irrigated vegetation to maximize water uptake and prevent deep percolation to the groundwater table. Irrigation demands are site (climate and soil) and crop specific. In order for an irrigation program to be efficient and effective, water applications need to be in balance with crop demand. This water balance approach commonly uses reference evapotranspiration (ET_o) weather data and

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crop coefficients. Crop coefficients (K_c) are plant models used in estimating crop evapotranspiration (ET_c). K_c is the ratio of crop evapotranspiration (ET_c) to that of a reference crop (grass) ET_o under the same conditions. The effect of both crop transpiration and soil evaporation are integrated into a single crop coefficient which can be used to develop a basic irrigation schedule and calculate a water balance. These calculations can also be used to determine the size of a land application area needed for the proper disposal of treated effluent.

Finding No. 4 in the Order mandates that a “controlled rate” which corresponds to crop ET must be used for hydraulic loading. In order to determine the amount of irrigation to apply, the ET must be determined. Based on monthly and daily ET_o information gathered from the California Irrigation Management Information System (CIMIS) from 2012-2015 (**Appendix A and B**) and 2015 K_c for grass (forage/pasture) (**Appendix C**) reported by the Center for Irrigation Technology (CIT), we have calculated the controlled rate to effectively utilize the effluent at this site on a monthly and daily basis (**Appendix D and E**).

4. Hydraulic Loading

Excessive application of irrigation wastewater can lead to changes in both chemical and physical groundwater parameters. The area of land to which the reclaimed water is applied is as important as the rate of application. The WWTP has been discharging to a maximum of only 24 acres of the LAA and often to a lesser area.



Figure 4. July 2012 Satellite imagery of LAA.

Figure 4 (2012) shows virtually no growing crop to effectively utilize land applied waste water.

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Figure 5. October 2013 Satellite imagery of LAA.



Figure 5 (2013) shows 10 of the 18 big gun sprinklers applying waste water to green, actively growing plants.



Figure 6. August 2014 Satellite imagery of LAA.

Only 11 of the 18 big gun sprinklers are applying waste water to green actively growing plants in Figure 6 (2014).

Based on a land application area of 24 acres (although clearly the effective land application area is much less than the 24 acres of irrigable land) and effluent flow information gathered from the WWTP's electronic self-monitoring reports (eSMRs) on the California Integrated Water Quality System Project (CIWQS) from 2012-2015 (**Attachment 3**), the applied hydraulic rate to the LAA far exceeded the controlled-allowable rate (ET) on a continuous basis. Hydraulic loading amounts are summarized in **Appendix F**. The hydraulic loading amounts and corresponding calculated "controlled rate" or allowable loading rates and amounts are shown on an average daily basis and monthly basis for January 2012 through July 2015 in **Figures 7 through 14**.

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The allowable hydraulic loading is based upon crop water needs [crop evapotranspiration (ET_c) – rainfall]. This crop evapotranspiration assumes an actively growing crop, although there currently is not. The allowable hydraulic loading (controlled rate) is shown as a negative value when rainfall exceeds evapotranspiration. Under these conditions of no crop water demand, there should be no land application of waste water.

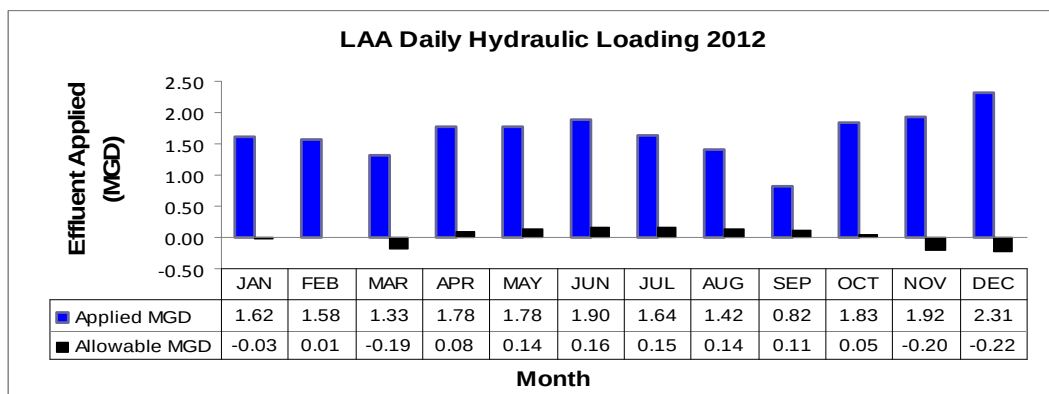


Figure 7. 2012 LAA Daily Hydraulic Loading (based on discharge days only).

Figure 7 shows 2012 daily hydraulic loading based on discharge days only and the 24 acre land application area. The calculated allowable daily applications are negative in January, March, November, and December because rainfall exceeded evapotranspiration on those days resulting in a net negative water demand. No effluent should have been applied at all during those days of no net water demand.

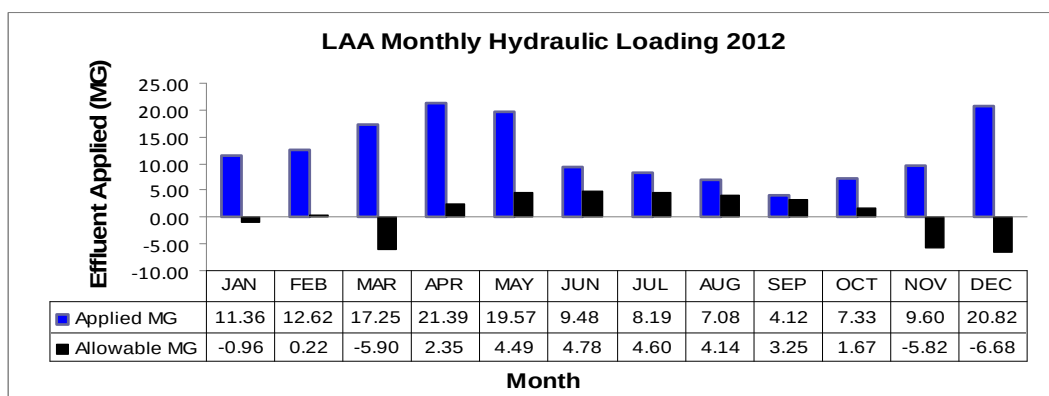


Figure 8. 2012 LAA Monthly Hydraulic Loading.

Figure 8 shows that the monthly hydraulic loading grossly exceeds the allowable amounts of effluent application and that there were months when there was no net water demand and there should have been no land applications of effluent.

Evaluation of Management Practices at the City of St. Helena Waste Water
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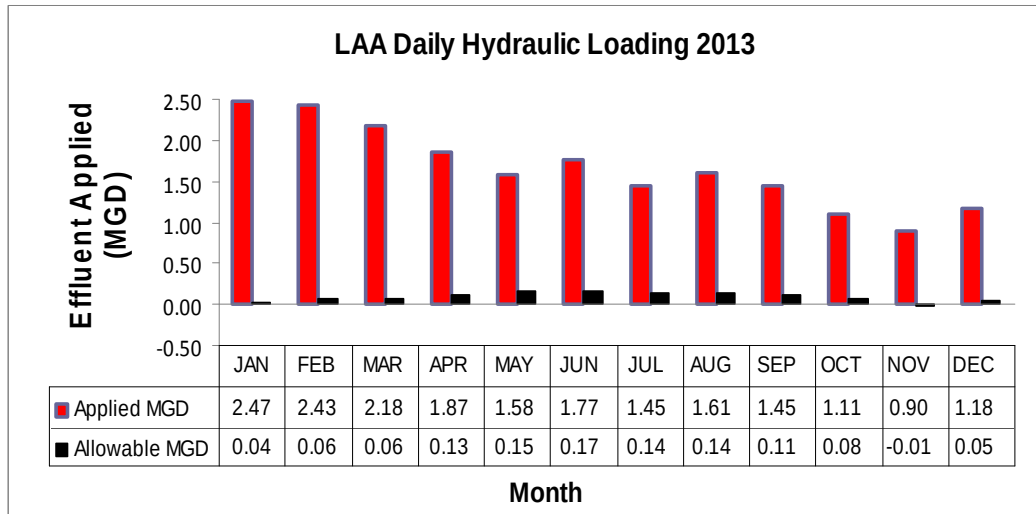


Figure 9. 2013 LAA Daily Hydraulic Loading (based on discharge days only).

Although there were slight hydraulic demands in every month of 2013, monthly application amounts still grossly exceeded the allowable (controlled) rate by a factor of 10 to 66 depending on the month (**Table 1**).

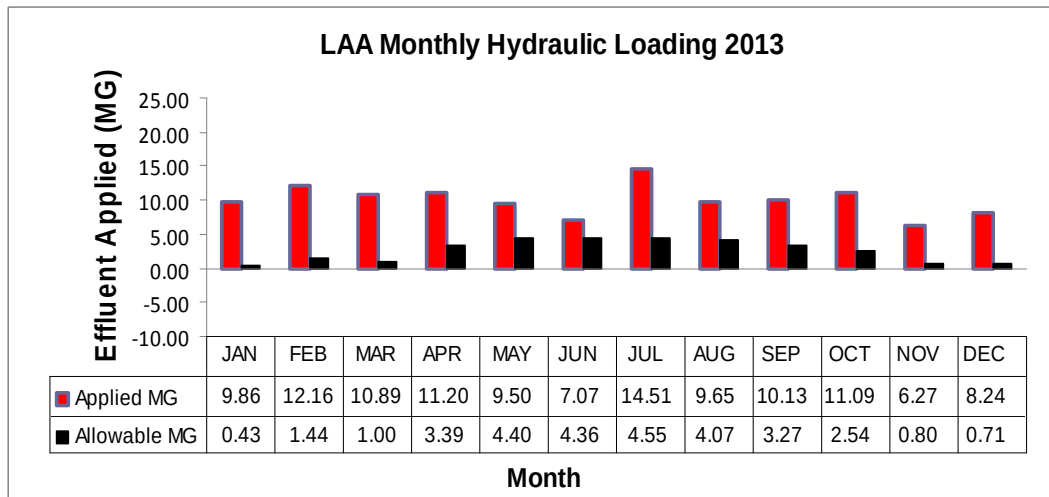


Figure 10. 2013 LAA Monthly Hydraulic Loading.

Evaluation of Management Practices at the City of St. Helena Waste Water Treatment Plant Land Application Area and the Effects Upon Neighboring Vineyards

No effluent was discharged in February or October of 2014 due to a spill in the WWTP's advanced facultative Pond 1A.

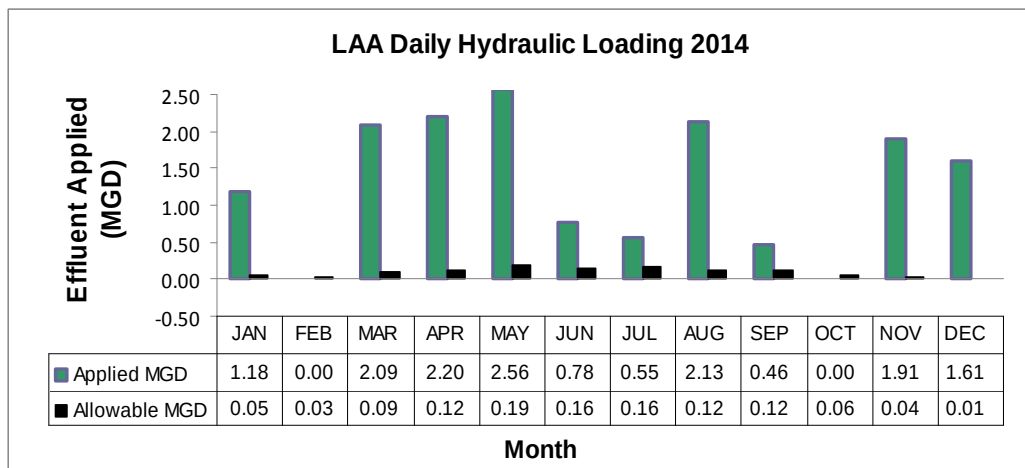


Figure 11. 2014 LAA Daily Hydraulic Loading (based on discharge days only).

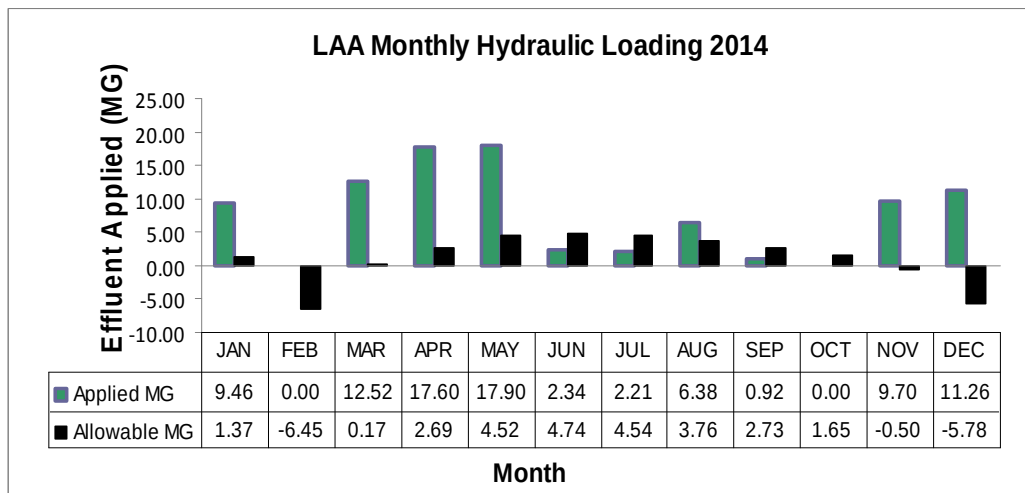


Figure 12. 2014 LAA Monthly Hydraulic Loading.

Excessive hydraulic loading continued in the winter of 2014-2015, when there should have been little to no land applications (i.e. January and February 2015).

Evaluation of Management Practices at the City of St. Helena Waste Water
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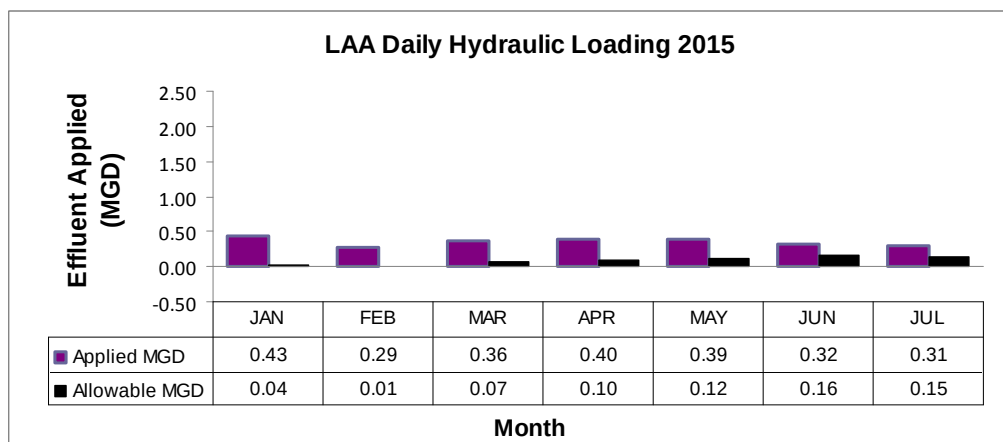


Figure 13. 2015 LAA Daily Hydraulic Loading (based on discharge days only).

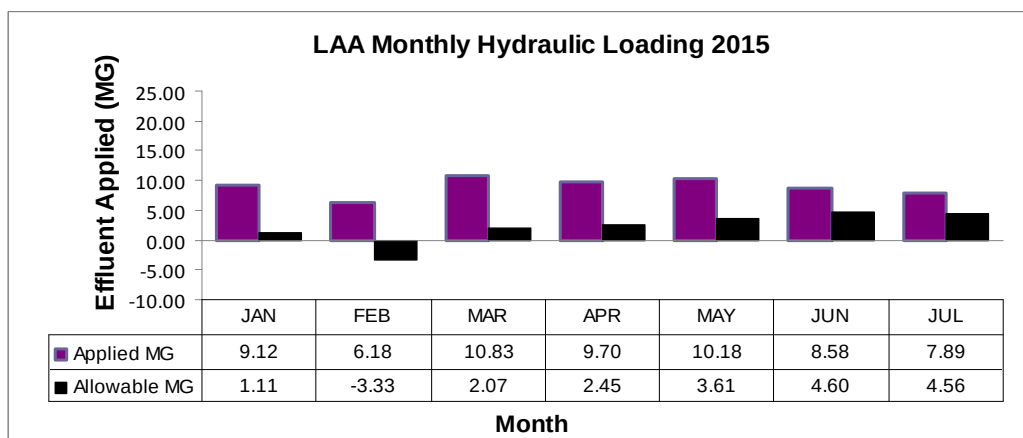


Figure 14. 2015 LAA Monthly Hydraulic Loading.

Prohibition No. 6 in the Order specifically states, “The use of reclaimed water shall not cause the degradation of groundwater suitable for domestic use or cause any change in a quality parameter which would make the groundwater less suitable for irrigation use.” Any physical or chemical change in groundwater parameters that may have negative impacts on agricultural production is a violation of the Order.

Irrigation inefficiencies can create situations of deep percolation and runoff. Excessive over application of reclaimed water can cause physical changes in groundwater parameters, including a rise in the water table. Nutrients (nitrogen) not assimilated by the plant may leach below the root zone and degrade groundwater quality.

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Crop evapotranspiration (ET_c) rates and effluent applications are summarized in the hydraulic summary (**Table 1**) and show the ratio of effluent applications to the theoretical demand (controlled rate). The Order defines “controlled rate” as the “grass evapotranspiration rate”. Crop water demand must also take into account rainfall amounts which also contribute to crop need. Therefore the controlled rate is calculated as crop evapotranspiration minus rainfall ($ET_c - \text{rainfall}$).

St. Helena WWTP Hydraulic Loading							
Applied: Controlled Ratios							
2012-2015							
Mo-Yr	Avg. Rate Applied	Avg. Controlled Rate (ET_c -precipitation)	Applied: Controlled	Mo-Yr	Avg. Rate Applied	Avg. Controlled Rate (ET_c -precipitation)	Applied: Controlled
	(MGD)	(MGD)	ratio		(MGD)	(MGD)	ratio
Jan-12	1.62	-0.03	-54:1	Nov-13	0.90	-0.01	-75:1
Feb-12	1.58	0.01	158:1	Dec-13	1.18	0.05	25:1
Mar-12	1.33	-0.19	-7:1	Jan-14	1.18	0.05	25:1
Apr-12	1.78	0.08	22:1	Feb-14	0.00	0.03	0
May-12	1.78	0.14	13:1	Mar-14	2.09	0.09	23:1
Jun-12	1.90	0.16	12:1	Apr-14	2.20	0.12	18:1
Jul-12	1.64	0.15	11:1	May-14	2.56	0.19	14:1
Aug-12	1.42	0.14	10:1	Jun-14	0.78	0.16	5:1
Sep-12	0.82	0.11	7:1	Jul-14	0.55	0.16	3:1
Oct-12	1.83	0.05	37:1	Aug-14	2.13	0.12	18:1
Nov-12	1.92	-0.20	-10:1	Sep-14	0.46	0.12	4:1
Dec-12	2.31	-0.22	-11:1	Oct-14	0.00	0.06	0
Jan-13	2.47	0.04	66:1	Nov-14	1.94	0.04	49:1
Feb-13	2.43	0.06	38:1	Dec-14	1.61	0.01	124:1
Mar-13	2.18	0.06	34:1	Jan-15	0.43	0.04	11:1
Apr-13	1.87	0.13	15:1	Feb-15	0.29	0.01	41:1
May-13	1.58	0.15	10:1	Mar-15	0.36	0.07	6:1
Jun-13	1.77	0.17	11:1	Apr-15	0.4	0.10	4:1
Jul-13	1.45	0.14	10:1	May-15	0.39	0.12	3:1
Aug-13	1.61	0.14	12:1	Jun-15	0.32	0.16	2:1
Sep-13	1.45	0.11	13:1	Jul-15	0.31	0.15	2:1
Oct-13	1.11	0.08	14:1				

Avg. Rate Applied is provided in Appendix F-2. Avg. Controlled Rate is provided in Appendix E. 2013-2015 Avg. Controlled Rate is based on discharge days only.

Table 1. Hydraulic Summary for 2012 – 2015.

Table 1 indicates that all monthly effluent applications exceed the “controlled rate” by a factor of 2.0 to 158. Negative ratios are calculated when the calculated controlled rate is negative, when monthly rainfall exceeded crop monthly crop evapotranspiration and no effluent should have been applied.

In the best case scenario, the recent applied to controlled rate ratio of 2:1 in June and July 2015, the applied rate exceeds the allowable rate by 100 percent. However, because there is no water consuming crop present the over-application is much greater than indicated in Table 1.

Evaluation of Management Practices at the City of St. Helena Waste Water
Treatment Plant Land Application Area and the Effects Upon Neighboring Vineyards

5. Groundwater Depth and Flow

Groundwater is the water beneath the land surface, consisting largely of surface water that has percolated down through the soils and is the source of water in wells. Information gathered from the *Napa County Comprehensive Groundwater Monitoring Program* 2014 Annual Report indicates that the direction of groundwater flow in the St. Helena Subarea is in a southeastern direction.

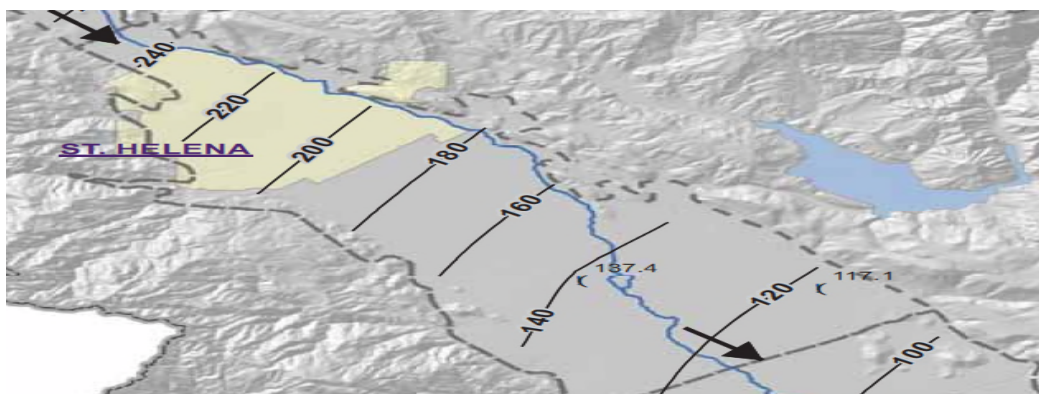


Figure 15. Groundwater Elevation and Direction of Flow: Napa Valley Floor (St. Helena Subarea). Arrows indicate the direction of groundwater flow.

Depth to groundwater indicates where the water table exists, the level below which the ground is saturated with water. Information gathered from the *2013 Napa County Updated Hydrogeologic Conceptualization and Characterization of Conditions* reported that the depth to groundwater can be shallow in the St. Helena Subarea.



Figure 16. Depth to Groundwater: Napa Valley Floor (St. Helena Subarea).

Evaluation of Management Practices at the City of St. Helena Waste Water
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6. Groundwater Well Monitoring at the LAA and Nitrate-Nitrogen (NO₃-N) Levels

In the Monitoring Reporting Program (MRP) section of the Order, it is stated that there are two existing wells (G-1 and G-2) that exist within the LAA. G-1 is located along the southwest boundary of the LAA. Well GRD-002 (G-2) is located in the middle of the LAA (Figure 17).

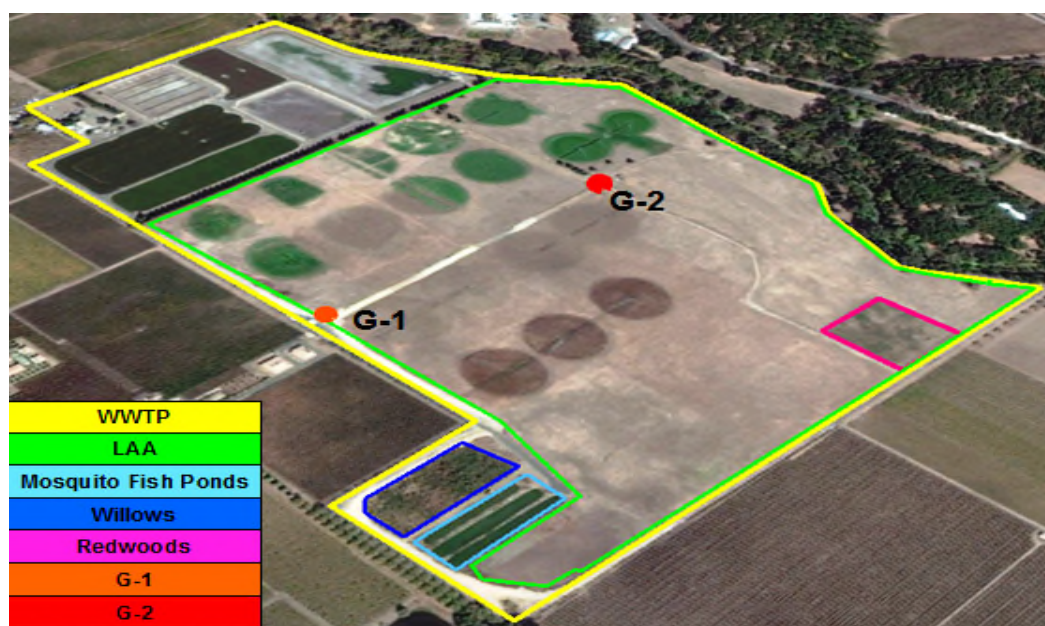


Figure 17. Site Location Map of LAA Groundwater Monitoring Wells.

In the Order, sampling schedules are listed. Both G-1 and G-2 are required to sample and test for nitrate-nitrogen (NO₃-N) on a quarterly basis. The WWTP has failed to provide any groundwater analysis for G-1, and groundwater monitoring information gathered from the dischargers eSMRs from 2012-2015 (**Attachment 4**) demonstrate that G-2 (reported as domestic well GRD-002 in the monthly reports) regularly exceeds the Maximum Contaminant Level (MCL) for safe drinking water of 10.0 milligrams per liter (mg/L) nitrate-N. Nitrate-N levels in well G-2 exceeded the MCL in 21 of the 39 samples reported for 2012 – June 2015 (**Figure 18**).

No water quality analyses have been reported for well G-1. In 2006, the Office of the Director of Public Works reported that G-1 was an existing well and was being used as the irrigation source in the buffer zone area (City of St. Helena 2006). Water quality analyses samples are required and needed for G-1 to ensure that no degradation has occurred which could effect irrigation use in the vicinity. The lack of sampling and reporting from well G-1 is in violation of the MRP.

Evaluation of Management Practices at the City of St. Helena Waste Water
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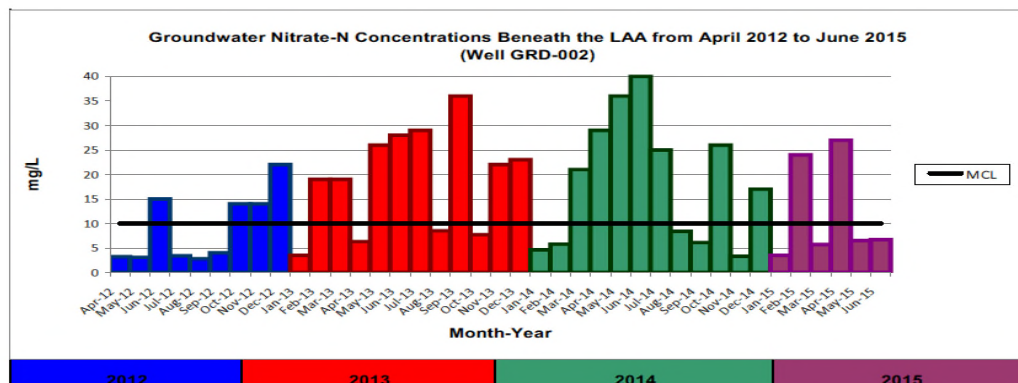


Figure 18. Groundwater Nitrate-N concentrations beneath the LAA from April 2012 to June 2015 (Well GRD-002).

In 1974, Congress passed the Safe Drinking Water Act (SDWA). This law requires the Environmental Protection Agency (EPA) to determine the level of contaminants in drinking water at which no adverse health effects are likely to occur. In 1992, the Phase II Rule to the SDWA was enacted which began the regulation of nitrate-nitrogen and established the MCL of 10.0 mg/L reported as nitrate-nitrogen ($\text{NO}_3\text{-N}$). Regulations are updated by the EPA every six years. As of 2015, the established MCL for $\text{NO}_3\text{-N}$ remains the same.

The degraded groundwater quality at the WWTP is in violation of the law. Most nitrate-N levels in the St Helena groundwater basin are less than 1.0 mg/L $\text{NO}_3\text{-N}$ (Napa County Environmental Management 2015). Three reports of water analysis were conducted on neighboring vineyard wells (**Attachment 5**), and the results ranged from 3.0 mg/L of $\text{NO}_3\text{-N}$ to 5.2 mg/L $\text{NO}_3\text{-N}$. It is our contention that the St Helena WWTP has degraded groundwater quality by applying nitrogen containing effluent at excessive rates. Municipal effluent is high in nutrients (including nitrogen) and salts. Applications in excess of crop uptake and removal can result in leaching of these nutrient salts to the groundwater, thereby contaminating it.

7. Nitrogen Loading

The *Water Quality Control Plan for the San Francisco Bay Basin-Region 2* (Basin Plan) designates beneficial uses, establishes water quality objectives, contains implementation plans and policies for protecting waters of the basin.

For nitrogen, the potential for groundwater degradation depends on wastewater quality (nitrogen concentration), hydraulic loading, crop nitrogen uptake, and irrigation management to prevent leaching to the ground water. Most of the nitrogen in wastewater can mineralize and be converted to nitrate which can either be absorbed by plant growth or eventually deep percolate to groundwater.

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On October 13, 2015, a wastewater sample was collected from the LAA (**Attachment 6**). The results indicated a total nitrogen (TN) level of 36.7 mg/L. Using this figure, we calculated the annual nitrogen load from 2012 to Year to Date 2015. The nitrogen load to the land application areas ranged from 17,472- 45,550 lbs. of total nitrogen applied annually (**Appendix G**). That is the equivalent 728 to 1,898 lbs of nitrogen per acre for the 24 irrigated acres, with minimal plant nitrogen uptake and no crop removal.

The only fate of this excess nitrogen application is soil loading, deep percolation to ground water resulting in the groundwater contamination that has been documented in the high ground water nitrate-N levels in monitoring well G2. This groundwater contamination is in violation of the law.

8. Soils

The dominant soil type under the LAA and its surrounding acreage is the Pleasanton (170) soil series (Napa County Soil Survey, United States Department of Agriculture, Natural Resources Conservation Service SoilWeb). The Pleasanton series is a member of the fine-loamy, mixed thermic order of Mollisols. The lower 6-ft. is a gravelly fine sandy loam with a slightly alkaline pH of 7.4. The lower 6-ft. also contains many very fine pores which are more readily influenced by capillary action.



Figure 19. USDA soil map including WWTP and LAA.

The EPA's Guide for Industrial Waste Management states that nutrient levels are key determinants of application rates. "Disproportionate soil nutrient levels caused by high wastewater application rates can result in contamination of ground water and soils. Nutrient loading is dependent on nutrient levels in both the waste and the soil, making characterization of the soil, as well as of the waste, important."

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The Food and Agriculture Organization of the United Nations states that typical concentrations of potassium (K) in treated wastewater effluent are 30 mg/L and nitrogen (N) is 50 mg/L. N and K are less affected by slightly alkaline soils. Plant available K has a considerable influence on plant N uptake and utilization (Bar Tal 2011). Excessive nitrogen can lead to vigorous vegetative growth which can reduce wine grape quality.

9. Shallow Groundwater and Impacts on Neighboring Vineyards

Grapevines have proportionally deeper rooting systems than many plants in the world. They have very deep maximum rooting profiles, and reports of 19 feet and deeper are not infrequent (Smart et al., 2006).

Based on the fine textured soil type in the LAA and nearby vineyards, a shallow water table can allow for an upward flow through capillary rise into the soils, and in turn come into contact with the deeper part of the rooting system. Depth to groundwater in the LAA has been reported by the Board to be as low as 5 feet during parts of the season (**Attachment 7**). This shallow depth to groundwater under the LAA allows water to be drawn into the unsaturated zone of the soil and come into contact with the rooting system of nearby vineyards, resulting in undesirably excessive vine growth.

10. Compliance History and Violations

California Water Code Section 13267 allows for the investigation of any discharge that may affect the quality of waters of the State. On October 26, 2010 the Board inspected the LAA. On August 4, 2011, the Board issued a *Notice of Violation* (NOV) and a *Requirement to Submit a California Water Code Section 13267 Technical Report* to address alleged violations. The required report was provided on October 31, 2011 (**Attachment 2**). A *Facility at a Glance report* (**Attachment 8**) generated by CIWIQS lists the violations.

In the NOV, the Board cited the WWTP as violating **Provision C-6** in the Order by not notifying the Board when making material changes to the facility without 180 days advanced notice and the submission of a Report of Waste Discharge (ROWD). By altering the irrigation design, the City made changes in their irrigation management plan. These changes had the potential to degrade the groundwater, which is considered a water of the State.

The Board also cited the WWTP as violating **Specification B-7** and **Prohibition A-4** in the Order by not appropriately minimizing ponding in the LAA and applying discharge during rain events or when the soils had reached a saturated point.

Evaluation of Management Practices at the City of St. Helena Waste Water
Treatment Plant Land Application Area and the Effects Upon Neighboring Vineyards



Figure 20. 2010 Inspection Photo of Ponding.

Appendix H shows how the cycle of prohibited discharges during rain events has still occurred since the NOV was issued in 2011. In Attachment 2, dated October 31, 2011, the City states that “the City will not apply wastewater to the irrigation field site during rainfall or when soils are saturated to a point where runoff is likely. This action is now in effect.”

As recently as May 14, 2015, Appendix G also demonstrates that wastewater continues to be applied during periods when there is no vegetative water demand. When water is applied to saturated soils and there is no net evapotranspiration demand, the applied water will deep percolate eventually to the water table.



Figure 21. 2010 Inspection Photo of Discharging Under Saturated Conditions.

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2010 inspection notes posted on CIWIS (Attachment 7) reflect the Board's concerns in regards to the irrigation design, field absorption, and shallow seasonal groundwater levels (5-20 feet). A new Report of Waste Discharge (ROWD) was requested by the Board to determine if new waste discharge requirements were needed for the LAA.

In addition to the violations, Board staff observed that vegetative growth did not appear to be maintained. Attachment 7 states, "Maintaining the vegetation at the Irrigated Field is likely to improve vegetative uptake of the reclaimed water, diminishing the likelihood of ponding, runoff and hydric loss to the local aquifer." The NOV requested a copy of the City's vegetation maintenance program. The 2011 Technical Report responding to the NOV states "The City's vegetative maintenance program includes disking the irrigation field in two directions each fall."

The initial Order was specified a summertime grassland irrigation program. The WWTP changed this program to a year round discharge, which is in violation of the Order. A photo taken of the LAA in August of 2015 (Figure 22) illustrates that the LAA is not properly maintaining a crop to utilize the applied wastewater. No forage crop has been planted, and the vast majority of the vegetation consists of dead mustard plants (winter annual plants) that are not capable of utilizing the wastewater applied during the summer. Because of this situation, hydric loss to the local aquifer is inevitable.



Figure 22. Photo of Land Application Area in August 2015 showing no crop present.

11. St. Helena General Plan Update 2030

California Government Code 65300-65303.4 requires each local government to adopt a General Plan, which sets forth guiding principles, goals, and strategies that a City will take in managing its future. In 2010, ESA developed the *St. Helena General Plan Update and Draft Program Environmental Impact Report* (Plan), which included developmental plans for 2010-2030. In April of 2015, the Plan was updated in regards to public services, including wastewater (Attachment 9). The Plan states that "the City's goal is to avoid all direct discharges into the Napa River, including even secondarily-treated discharges that are allowed under its current Tentative Order from the Regional Water Quality Board."

Evaluation of Management Practices at the City of St. Helena Waste Water
Treatment Plant Land Application Area and the Effects Upon Neighboring Vineyards

The WWTP is regulated under California Regional Water Quality Control Board, San Francisco Bay Region, Order No. R2-2010-0105 and under National Pollutant Discharge Elimination System Permit No. CA 0038016 (Permits). The Permits allow the WWTP to discharge secondary treated effluent to the Napa River during the wet weather period of December 1 through April 30, when the river to wastewater dilution flow ratio is at least 50:1.

The Permits direct that the monitoring location (**Attachment 10**) for discharge flow be completed at a point in the Napa River that is the same station as the United States Geological Survey (USGS) monitoring station No. 11456000. When the river to wastewater dilution flow ratio is not at least 50:1, the wastewater is to be stored in the onsite storage ponds and/or used for irrigation at the LAA. WWTP discharges to the Napa River from 2012-2015 are listed in **Table 2**.

Month	2012	2013	2014	2015
January	0	0	0	0
February	0	0	0	0
March	0	0	0	0
April	0	0	0	0
December	16.068	0	23.659	N/A

Table 2. WWTP Discharges to the Napa River during 2012-2015 in Million Gallons (MG)

The 50:1 river to wastewater dilution flow ratio (Ratio) is a set parameter which is intended as an environmental constraint to protect the waters of the State. Discharges to the Napa River offset the volume of discharge to the LAA during times of low ET. According to **Appendix I**, from 2012-2015, the over application of discharges in acre-feet (AF) during the allowable Napa River discharge period ranged from 103 AF to 256 AF. These wet weather period discharges should have been released to the Napa River and not to an area with little or none net water demand.

In Attachment 2, the City claimed that there were difficulties in discharging to the Napa River due to low staff, no online analyzer for trending of total chlorine residuals, concerns of being in violation of the Permit, and increased analytical costs associated with river discharge. The City further explained that, "the effluent rate is controllable, with 8.062 mgd set as the current maximum. A discharge rate of less than 2.0 mgd is impractical due to plant operational requirements."

Based on information gathered from the National Water Information System for USGS Monitoring Station No. 11456000 (**Appendix J**), permissible discharges could have occurred from 2012-2015, but the WWTP chose not to discharge due to management decisions, not environmental limitations. A discharge rate of 2.0 million gallons per day (MGD) is the equivalent of 3 cubic-feet per second (CFS). A discharge rate of 8.062 MGD is the equivalent of 13 CFS. With a river flow between 150 CFS and 650 CFS, the operational requirements and State requirement of a 50:1 ratio could have been met (**Appendix K**).

Evaluation of Management Practices at the City of St. Helena Waste Water Treatment Plant Land Application Area and the Effects Upon Neighboring Vineyards

12. Conclusion

The Basin Plan encourages the reuse of wastewater and identifies crop irrigation as a reuse option.

The presented information is being reported in an effort to identify some of the practices at the WWTP that have impacted local groundwater and neighboring vineyards.

The established hydraulic loading rates are based on application records from the WWTP and satellite imagery that illustrate a *maximum* land application area of approximately 24-acres.

The information regarding the irrigation design has been established by submissions of technical reports. Inefficiencies created by the irrigation system design have been noted by the City, but the installation of 45 more sprinklers to apply the effluent to a larger area has not yet been put into effect. Over application of reclaimed wastewater will continue to occur under the current conditions of winter time land applications and any applications when there is not an actively growing crop.

Nitrate-N ($\text{NO}_3\text{-N}$) levels in the groundwater will continue to exceed the MCL unless proper agronomic management practices are adopted and the reclaimed wastewater is applied at an agronomic rate to meet crop water demands (evapotranspiration rates). This is a general requirement for all current waste discharge requirements involving land application of effluent.

Based on the location of nearby vineyards, it is quite feasible that the south-easterly flow of groundwater coupled with elevation changes brought forth by deep percolation have managed to invade the root zone and cause changes in plant growth. Due to the characteristics of the soil texture in the area, capillary rise can occur between the saturated and unsaturated zones, reaching deep-rooted vine systems.

The St Helena WWTP is operating under a 28 year old water reclamation requirement from 1987. The current Order is in need of a new set of Waste Discharge Requirements that match current State and Federal laws in regard to water quality. As of November 2015, a new Report of Waste Discharge has not been drafted by the City.

The data presented here indicates that the water balance is not being managed properly and a change in both physical and chemical parameters of groundwater in the area has occurred. General approaches to current waste discharge requirements commonly require that effluent applications must be based on agronomic requirements and show a net neutral balance for both water and nitrogen applications to prevent degradation of groundwater. This requires that crops are grown, adequately irrigated, and harvested to remove the biomass accumulating nitrogen to prevent nitrate leaching to groundwater.

Evaluation of Management Practices at the City of St. Helena Waste Water
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The LAA at the St Helena WWTP is not being farmed and harvested portions of crops are not being removed. A visual inspection from neighboring properties shows that as of August 2015, the vast majority of the LAA under big gun irrigation has no crop under cultivation (**Figure 22**). The only plants growing are a few weeds, and the vast majority of the land area is covered with dead mustard plants (a winter annual plant).

Presently there is no significant crop water use, nor crop nitrogen uptake. Although some of the applied wastewater will evaporate, the vast majority of current applications will only percolate to groundwater. The water quality data from well G-2 indicates that the deep percolation of this nitrogen laden water is contaminating the local aquifer.

Changes in the management of the LAA are needed to prevent further water quality degradation of the aquifer to ensure safe potable water and suitable water quality to irrigate the world famous Napa Valley vineyards.

December 2015

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Attachment 1
California Regional Water Quality Control Board
Order No. 87-090



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CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

ORDER NO. 87-090

WATER RECLAMATION REQUIREMENTS FOR:

CITY OF ST. HELENA
NAPA COUNTY

The California Regional Water Quality Control Board, San Francisco Bay Region, (hereinafter called the Board) finds that:

1. The City of St. Helena (hereinafter called the discharger) presently operates a secondary sewage treatment plant consisting of a series of 5 ponds with a designed capacity of 0.5 million gallons per day (MGD). During the period of December 1 through April 30, pond effluent is disinfected prior to discharging to the Napa River, a water of the United States, under the National Pollutant Discharge Elimination System (NPDES). The Board has adopted a separate set of waste discharge requirements (NPDES Permit No. CA0038016) for this discharge.
2. The discharger, by application dated July 13, 1983 and supplemental technical report dated April, 1985, proposed a summertime golf course irrigation project. The Board, on November 20, 1985, has adopted water reclamation requirements in Order No. 85-133 for this project. The golf course project was never implemented. The discharger hence studied other alternatives.
3. The discharger, on March 31, 1987, submitted an amended facilities plan and proposed a summertime grassland irrigation project. Secondary treated wastewater will be disinfected and stored in pond 5 prior to being pumped to a grassland through sprinkler spray during dry months. The grassland irrigation site is located on the west bank of the Napa River, adjacent to and southeast of the treatment plant, with 87.6 acres of net irrigable land. The discharger will purchase the land, plant grass and operate the irrigation site. The discharger is both the producer and user of the reclaimed wastewater. Attachment A is a location map of the irrigation site and is hereby made a part of this Order.
4. The discharger will apply reclaimed wastewater to the grassland through low trajectory sprinklers at a controlled rate corresponding to grass evapotranspiration rate. The irrigation pumps will be provided with shutoff switches controlled by an anemometer to stop spraying when wind velocity in the field is high. A minimum of 50-foot wide buffer zone will be maintained along the Napa Riverbank and along the southeast and southwest boundaries. Along the southeast and southwest boundaries, the buffer zones will be irrigated by well water using spray irrigation through a separate sprinkler system. During the irrigation season, runoff from the site will be collected in perimeter ditches leading to two tail water sumps and be pumped back to the field.

5. The Board adopted a revised Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) on December 17, 1986. The water quality goals to be used in regulating water quality factors as set forth in the Basin Plan include maximum feasible reclamation or reuse of municipal, industrial, and agricultural wastewaters.
6. Section 13523 of the California Water Code provides that a Regional Board, after consultation with and reception of recommendations from the State Department of Health, and if it is determined such action to be necessary to protect the public health, safety, or welfare, shall prescribe water reclamation requirements for water which is used or proposed to be used as reclaimed water.
7. These water reclamation requirements are in conformance with the statewide reclamation criteria established by the State Department of Health Services as prescribed in Title 22, Section 60301 through Section 60355, California Administrative Code.
8. The City of St. Helena, on February 2, 1987, certified as complete a Supplemental Environmental Impact Report (EIR) on the proposed wastewater reclamation project. The EIR finds that, with the mitigation measures included in the project, the project will not have a significant adverse impact on the environment.
9. The Board has notified the discharger, and interested agencies and persons of its intent to prescribe water reclamation requirements for the proposed reuse.
10. The Board, in a public meeting, heard and considered all comments pertaining to this reuse.

IT IS HEREBY ORDERED, that the discharger, in order to meet the provisions contained in Division 7 of the California Water code and regulations adopted there under, shall comply with the following:

A. Prohibitions

1. The treatment, storage, distribution, or reuse of reclaimed water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.
2. No reclaimed water shall be allowed to escape from the designated use area via surface flow or airborne spray.
3. Reclaimed water shall not be used as a domestic or animal water supply. There shall be no cross-connection between potable water supply and piping containing reclaimed water. Supplementing reclaimed water with water used for domestic supply shall not be allowed except through an air-gap separation.
4. No waste shall be applied to the irrigation site during rainfall, or when soils are saturated to a point where runoff is likely.
5. Reclaimed wastewater shall not be sprayed on any facility or area not designated for reclamation such as walkways, passing

vehicles, buildings, domestic water facilities or food handling facilities. Drinking water facilities shall be protected from direct or windblown reclaimed water spray.

6. The use of reclaimed water shall not cause the degradation of groundwater suitable for domestic use or cause any change in a quality parameter which would make the groundwater less suitable for irrigation use.
7. There shall be no irrigation or impoundment of reclaimed water within 500 feet of any well used for domestic supply or 100 feet of any irrigation well unless it can be demonstrated that special circumstances justify lesser distances to be acceptable.

B. Reclaimed Water Use Specifications

1. The discharger shall assure that the reclaimed wastewater is at all times an adequately oxidized, disinfected wastewater that meets the following quality limits at all times:

In any grab sample:

- a. 5-day Biochemical Oxygen Demand 40.0 mg/l, maximum
- b. Dissolved Oxygen 1.0 mg/l, minimum
- c. Dissolved Sulfides 0.1 mg/l, maximum

At any point in the disinfection facilities where adequate contact with disinfectant is assured:

- d. The median number of total coliform organisms shall not exceed 23 MW100ml as determined from the bacteriological results of the last seven days for which analyses have been completed, and the number of total coliform organisms shall not exceed 240 MPN/100 ml in any two consecutive samples.
2. The discharger shall discontinue the pumping of reclaimed water to the irrigation site during any period in which he has reason to believe that the limits specified in B.1 above are not being met. The pumping of reclaimed water shall not be resumed until all conditions which caused the limits specified in B.1 to be violated have been corrected.
3. All equipment, including pumps, piping, valves, etc. with public access which may at any time contain reclaimed water shall be adequately and clearly identified with warning signs and the discharger shall make all necessary provisions, in addition, to inform the public that the liquid contained is reclaimed water and is unfit for human consumption.
4. The buffer zones along the site perimeter shall have a minimum allowable width of 50 feet, as measured from the end of sprinkler radius of throw to the property line. The Board may require a buffer zone width beyond 50 feet in certain areas if deemed necessary. Under no circumstances may the buffer zones

along the southeast and southwest boundaries be spray irrigated by reclaimed wastewater. Surface irrigation of these buffer zones by reclaimed wastewater is not allowed, unless a specific plan is submitted for review and approval by the Executive Officer.

5. Under no circumstances may reclaimed wastewater be used to irrigate within 100 feet of the two wells located on the reclamation site.
6. The anemometer controlled irrigation pumps must be automatically shut down whenever wind velocity at the irrigation site exceeds a preset level. The discharger shall monitor the irrigation system performance with respect to wind velocity and direction to develop an operating envelop within which the irrigation system can operate without resulting in the escaping of wastewater from the irrigation site in the form of droplets, or airborne spray. An engineering report must be generated from this monitoring effort within three months of the start of the reclamation project and be submitted, to the satisfaction of the Executive Officer, for review and approval.
7. The discharger shall manage its spray irrigation so as to minimize wastewater ponding in the spray field which could cause mosquito breeding problem.
8. Adequate time should be provided between the last irrigation and grass mowing to allow the grass to dry.
9. Irrigation site shall be fenced to restrict public access. Perimeter warning signs indicating that the reclaimed wastewater is not safe for drinking or contact should be posted at least every 500 feet with a minimum of one sign at each corner and one at each access road.
10. There shall be at least a 10-foot horizontal and 1-foot vertical separation (with the domestic water above the reclaimed water pipeline) between all pipelines transporting reclaimed water and those transporting domestic water.
11. Along the southeastern and southwestern boundaries, the operation of well water spray in the buffer zones should be managed in a manner to effectively prevent reclaimed wastewater from escaping the irrigation site in the form of droplets, airborne spray, or mist.

C. Provisions

1. The discharger shall comply with a Self-Monitoring Program as ordered by the Executive Officer.
2. The discharger shall permit the Board or its authorized representatives in accordance with California Water Code Section 13267(c):

Entry upon premises in which an effluent source is located or in which any required records are kept.

- (b) Access to copy any records required to be kept under terms and conditions of this Order.
 - (c) Inspection of any monitoring equipment or method required by this Order.
 - (d) Sampling of reclaimed water.
3. The discharger shall maintain in good working order and operate, as efficiently as possible, any facility or control system installed by the discharger to achieve compliance with this Order.
 4. A contingency plan shall be developed outlining the action to be taken in the event effluent quality fails to meet required standards. The plan must be submitted for review, to the satisfaction of the Executive Officer, prior to the startup of the irrigation operation.
 5. In the event of any change in control or ownership of land or water reclamation facilities presently owned or controlled by the discharger, the discharger shall notify the succeeding owner or operator of the existence of this Order by a letter, a copy of which shall be forwarded to this Board.
 6. The discharger shall file with the Regional Board a report on waste discharge at least 180 days before making any material change or proposed change in the character, location, or volume of the reuse, except for emergency conditions in which case the Board shall be notified.
 7. The Board will review this Order periodically and may revise the requirements when necessary.
 8. After notice and opportunity for a hearing, this Order may be terminated or modified for cause, including, but not limited to:
 - (a) Violation of any term or condition contained in this Order;
 - (b) Obtaining this Order by misrepresentation, or failure to disclose fully all relevant facts; and
 - (c) A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized reuse.
 9. The water reclamation requirements previously prescribed by the Board in Order No. 85-133 is no longer applicable. Order No. 85-133 is hereby rescinded.

I, Roger B. James, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on July

15, 1987.


ROGER B. JAMES
Executive Officer

Attachments:
Location Map
Self-Monitoring Program

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

FINAL
SELF-MONITORING PROGRAM
FOR

CITY OF ST. HELENA

WASTEWATER RECLAMATION PROJECT

NAPA COUNTY

ORDER NO. 87-090

CONSISTS OF

PART A

PART A

CITY OF ST. HELENA
WASTEWATER RECLAMATION PROJECT

I. GENERAL

Reporting responsibilities of waste dischargers are specified in Sections 13225(a), 13267(b), 13268, 13383, and 13387(b) of the California Water Code and this Regional Board's Resolution No. 73-16.

The principal purposes of a monitoring program by a waste discharger or reclaimed water user, also referred to as a self-monitoring program, are:

1. To document compliance with waste discharge and/or water reclamation requirements and prohibitions established by the Regional Board.
2. To facilitate self-policing by the waste discharger or reclaimed water user in the prevention and abatement of pollution arising from waste discharge or water reclamation.

II. SAMPLING AND ANALYTICAL METHODS

Sample collection, storage, and analyses shall be performed according to the latest edition of "Standard Methods for the Examination of Water and Wastewater" prepared and published jointly by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation, or other methods approved and specified by the Executive Officer of this Regional Board.

Water and waste analyses shall be performed by a laboratory approved for these analyses by the State Department of Health or a laboratory approved by the Executive Officer. The director of the laboratory whose name appears on the certification shall supervise all analytical work in his laboratory and shall sign all reports of such work submitted to the Regional Board.

All monitoring instruments and equipment shall be properly calibrated and maintained to ensure accuracy of measurements.

III. DEFINITION OF TERMS

1. A grab sample is defined as an individual sample collected in fewer than 15 minutes.
2. Standard Observations
 - a. Land Retention or Pond Area

This applies both to liquid and solid wastes confined or unconfined.

- (1) Determine height of the freeboard at lowest point of dikes confining liquid wastes.
- (2) Evidence of leaching liquid from area of confinement and estimated size of affected area. (Show affected area on a sketch.)
- (3) Odor: presence or absence, characterization, source, and distance of travel.
- (4) Estimated number of waterfowl and other water-associated birds in the pond area and vicinity.

b. Periphery of Spray Irrigation Site

- (1) Evidence of reclaimed wastewater escaping the irrigation site through surface runoff or airborne spray. (Show affected area on a sketch.)
- (2) Odor: presence or absence, characterization, source, and distance of travel.
- (3) Evidence of surfacing or ponding of reclaimed water as well as mosquitoes breeding within the irrigation area due to excessive spray.
- (4) Warning signs or notices adequately posted to inform public that the water used for irrigation is reclaimed waste.

IV. DESCRIPTION OF SAMPLING STATIONS AND SCHEDULE OF SAMPLING, ANALYSIS AND OBSERVATIONS

1. DESCRIPTION OF SAMPLING STATIONS

a. EFFLUENT

<u>Station</u>	<u>Description</u>
E-001	Located at any point in the effluent from the treatment plant, prior to being pumped to the irrigation site. (Maybe the same point as E-001-D.)
E-001-D	Located at any point in the effluent from disinfection facilities at which point adequate contact with the disinfectant is assured.

b. STORAGE PONDS

<u>Station</u>	<u>Description</u>
----------------	--------------------

P-1 Located at a point in pond No.5, within one foot of the water surface and no less than two feet from the bank, representative of the wastewater.

c. LAND OBSERVATION

<u>Station</u>	<u>Description</u>
11-1 thru	Located at ends and midpoints of the perimeter levees of pond No.5.
I-1 thru I-'n'	Located at points spaced equidistantly around the periphery of the spray irrigation area. Points shall be separated by not more than 1000 feet. A sketch showing the stations shall be submitted with the first monitoring report and subsequent self-monitoring reports when station location is changed or a violation is noted.

d. GROUNDWATER

<u>Station</u>	<u>Description</u>
G-1	An existing well located within the irrigation site, along the southwest boundary, to be used as the irrigation source in buffer areas. This well will be sanitary sealed.
G-2	An existing well located within the irrigation site, northeastern to the center of the field. This well will be sanitary sealed.

2. SCHEDULE OF SAMPLING, ANALYSIS, AND OBSERVATIONS

- a. This self-monitoring program is applicable when wastewater is reclaimed for irrigation.
- b. The discharger is required to perform observations, sampling, and analyses according to the schedule given in Table I. (Attachment A)

v. REPORTS TO RF, FILED WITH THE REGIONAL BOARD

1. Violation of Requirements:

In the event the discharger is unable to comply with the conditions of the water reclamation requirements and prohibitions due to:

- (a) maintenance work, power failure, or breakdown of waste treatment equipment, or
- (b) accidents caused by human error or negligence, or
- (c) other causes such as acts of nature,

the discharger shall notify the Regional Board office by telephone as soon as he or his agents have knowledge of the incident and confirm this notification in writing within two weeks of the telephone notification. The written report shall include pertinent information explaining reasons for the non-compliance and shall indicate what steps were taken to prevent the problems from recurring.

2. Self-Monitoring Reports

Written reports shall be filed regularly for each calendar month by the fifteenth day of the following month. The reports shall be comprised of the following:

a. Letter of Transmittal:

A letter transmitting self-monitoring reports should accompany each report. Such a letter shall include a discussion of requirement violations found during the past month and actions taken or planned for correcting violations, such as operation modifications and/or facilities expansion. If the discharger has previously submitted a detailed time schedule for correcting requirement violations, a reference to the correspondence transmitting such schedule will be satisfactory. The letter shall contain a statement by the official, under penalty of perjury, that to the best of the signer's knowledge the report is true and correct.

b. Results of Analyses and Observations

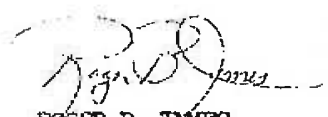
Tabulations of the results from each required analysis and/or observations specified in Table I by date, time, type of sample, and station.

c. List of Approved Analyses

- (1) Listing of analyses for which the discharger is approved by the State Department of Health.
- (2) List of analyses performed for the discharger by another approved laboratory (and copies of reports signed by the laboratory director of that laboratory shall also be submitted as part of the report).

I, Roger B. James, Executive Officer, do hereby certify that the foregoing Self-Monitoring Program:

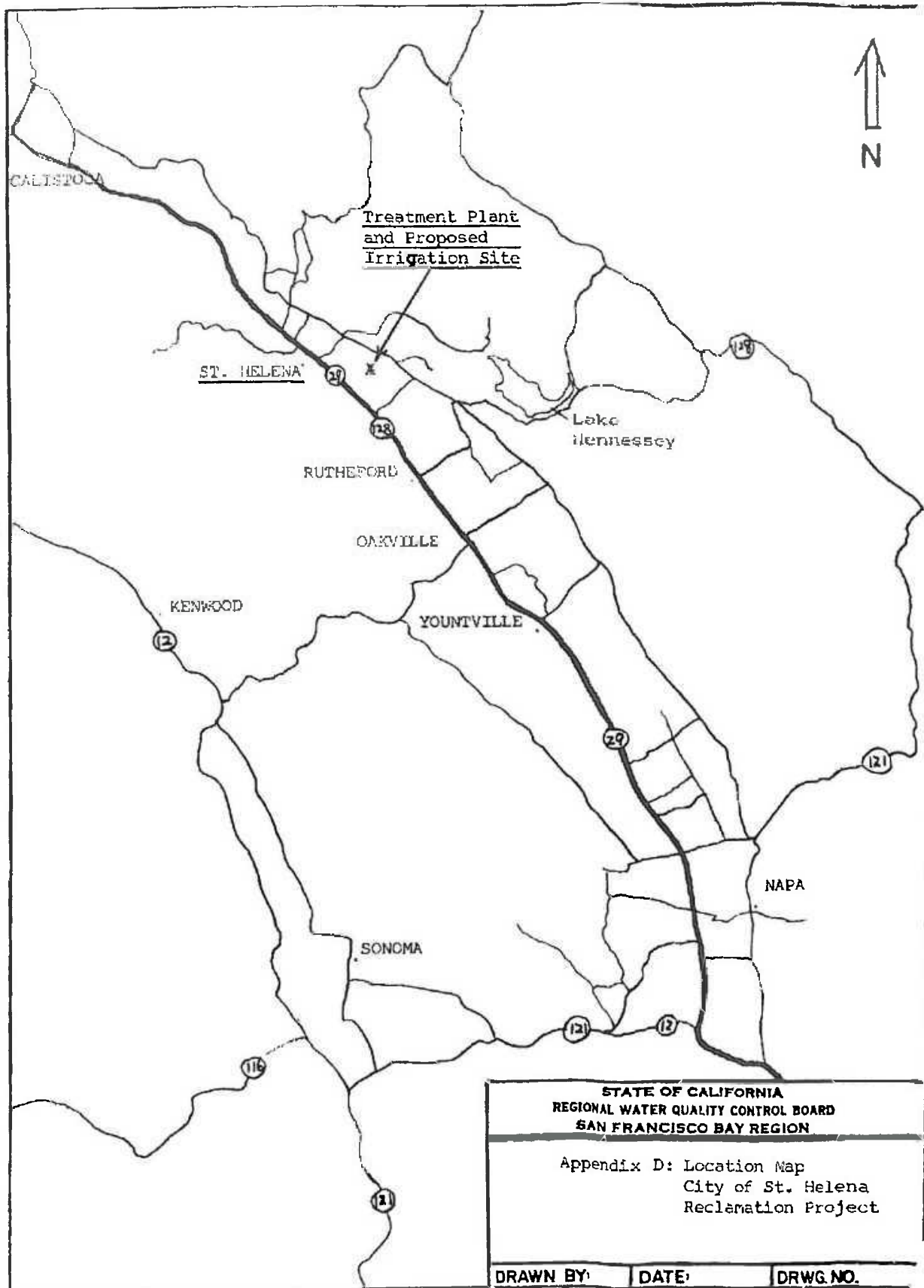
1. Has been developed in accordance with the procedure set forth in this Regional Board's Resolution No. 73-16 in order to obtain data and document compliance with the Water Reclamation Requirements established in Regional Board Order No. 87-090.
2. Is effective on the date shown below.
3. May be reviewed at any time subsequent to the effective date upon written notice from the Executive Officer or request from the discharger, and revisions will be ordered by the Executive Officer.


ROGER B. JAMES
Executive Officer

Effective Date: July 15, 1987

Attachments:

- A. Table I
- B. User's Self-Monitoring Report Form



**Attachment 2
City of St. Helena
California Water Code Section 13267
2011 Technical Report**



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CITY OF ST. HELENA

WASTEWATER TREATMENT PLANT

CALIFORNIA WATER CODE SECTION 13267 TECHNICAL REPORT

PREPARED BY :

THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS

OCTOBER 31, 2011



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EXECUTIVE SUMMARY

On August 4, 2011, the Office of the Director of Public Works for the City of St. Helena received a Notice of Violation and Requirement to Submit a Technical Report per California Water Code 13267 letter from the California Regional Water Quality Control Board San Francisco Bay Region (CRWQCB-SF). The letter that was dated August 3, 2011, alleged four violations and one potential violation of its Water Reclamation Requirement (WRR), Order No. 87-090.

This report will serve to meet the requirements of the CRWQCB-SF in providing a technical report to address the four alleged violations and one potential violation by the October 31, 2011 deadline. There was an additional request for the City to contact the Water Board by October 3, 2011 to schedule a follow-up site inspection and meeting to discuss proposed changes to Facility practices to bring the City into compliance with the WRR. On September 29, 2011 John Draper, the City of St. Helena's Associate Engineer, contacted Blain Allen to make such arrangements. The site inspection and meeting were held with Blair Allen and Tong Yin on October 18, 2011.

A summary of the Violations are listed here:

Violation 1. The City is estimated to have discharged at least 131 million gallons (MG) of reclaimed water to the Facility's Irrigated Field in violation of WRR Prohibition A.4, which states:

No waste shall be applied to the irrigation site during rainfall, or when soils are saturated to a point where runoff is likely.

Violation 2. The City violated its WRRs by not managing spray irrigation to appropriately minimize ponding in the Irrigated Field. WRR Reclaimed Water Use Specification B.7 states:

The discharge shall manage its spray irrigation so as to minimize wastewater ponding in the spray field which could cause mosquito problem [sic].

Violation 3. The City violated its WRR by discharging reclaimed water to the irrigated field with 5-day biochemical oxygen demand (BODs) and coliform in excess of WRR limits. Also, it appears that the City continued to discharge water in violation of the WRR. The WRR contains the following reclaimed water limits for BODs, and total coliform:

In a grab sample: a 5-day Biochemical Oxygen Demand 40 mg/l, maximum.

The median number of total coliform organisms shall not exceed 23 MPN/100ml as determined from the bacteriological results of the last seven days for which analyses have been completed...

WRR specification B.2 requires the City to stop discharge to the Irrigated Field when limits are exceeded, and not to begin again until appropriated corrective action have been taken:

The discharger shall discontinue the pumping of reclaimed water to the irrigation site during any period in which he has reason to believe that the limits specified in B.1 above are not being met. The pumping of reclaimed water shall not be resumed until all conditions which caused the limits specified in B.1 to be violated have been corrected.

Violation 4. The City violated its WRR by making material changes to its facility without filing the required Report of Waste Discharge with the Water Board at least 180 days in advance of making changes. WRR Provision C.6 states:

The discharger shall file with the Regional Board a report [of] waste discharge at least 180 days before making any material change or proposed change in the character, location, volume of the reuse, except for emergency conditions in which case the Board shall be notified.

Potential Violation 5. The City may be in violation of WRR requirements prohibiting discharge of reclaimed water within 100 or 500 feet of wells. WRR Reclaimed Prohibition A.7 states:

There shall be no irrigation or impoundment of reclaimed water within 500 feet of any well used for domestic supply or 100 feet of any irrigation well unless it can be demonstrated that special circumstances justify lesser distances to be acceptable.

WRR Reclaimed Water Specification B.5 states:

Under no circumstances may reclaimed wastewater be used to irrigate within 100 feet of the two wells located on the reclamation site.

The City of St. Helena's California Water Code Section 13267 Technical Report, respectfully submitted, and electronically signed this 31st day of October, 2011.

TECHNICAL REPORT RESPONSE FOR EACH VIOLATION**VIOLATION 1**

Discharge Of reclaimed water during rain event.

TECHNICAL REPORT REQUIREMENT

Pertaining to Violation 1, the City is required to provide: 1) an explanation for the discharging of reclaimed water to the Irrigation Field on rain event days; 2) data for each rain event including the date of the rain event, volume of reclaimed water discharged, the depth of rainfall, and all other necessary information, as appropriate; 3) the City's corrective action plan with time schedule for implementation.

Explanation for Violation

The City recognizes that reclaimed water was discharged to the irrigation fields during rain event days as defined in the Notice of Violation. The discharge of reclaimed water to the Irrigation field on rain event days occurred when the storage capacity of Ponds 4 and 5 had reached the maximum acceptable level and there were difficulties with discharging to the Napa River, as described below. Plant operators checked daily when reclaimed water was being applied to the irrigation field to be sure there was no runoff. No runoff was noted during the dates identified by the Regional Water Board.

On the rain event days that the City discharged to the Irrigation Field, Ponds 4 and 5 were at or near capacity. The tabulation of freeboard data for Ponds 4 and 5 which is required for the ROWD for Violation #4 is provided in Attachment 3.

The flows in the Napa River were great enough for discharge to the River and meet the 25:1 dilution requirement. The City's previous permit dilution ratio was 25:1 and was such until October 2010 prior to the 2010 NPDES permit reissuance which increased the dilution ratio to 50:1. Difficulties associated with discharging to the Napa River included the following:

- River flow compared to discharge flow must be monitored not less than once every 6 hours to be sure that discharge flow is not exceeding the current 50:1 dilution ratio. During the day this is not a problem but normally this needs to be checked at least once during the night.
- An operator must be onsite 24 hours a day during the entire discharge event in order to collect and analyze for Total Chlorine residual (required minimum analysis no less than once every two hours). The City does not have an online analyzer for trending of total chlorine residual.
- Concerned about the possible violation of discharge requirements related to discharging to the Napa River.

The City and Tong Yin have previously discussed the City's discharge event logistics. Excerpts from these conversations are provided below.

Why doesn't the City discharge at a lower flow rate for a longer period of time?

The City of St. Helena Wastewater Treatment Plant has a staff of two full time certified waste water operators. With so few staff the City is always grasping for ways to save time and ensure adequate attention is paid to keeping the plant's biological and physical processes at optimal operating conditions.

In discharging at a higher flow rate the City is able to save a substantial amount of time and money in several ways:

1. An operator must be onsite 24 hours a day during the entire discharge event in order to collect and analyze for Total Chlorine residual (required minimum analysis no less than once every two hours). The City does not have an online analyzer for trending of total chlorine residual.
2. The continuous monitoring that is associated with river discharge requires an enormous amount of staff time. In order to ensure staff is available for other plant operational requirements, the City strives to complete the discharge event as fast as reasonably possible.
3. The increased number of laboratory analyses associated with river discharge means increased costs to the City. Lessening the number of discharge days results in a substantial analytical cost savings.

Normally when will you [the City] know that the Plant will need to discharge and how much flow to discharge to keep the ponds safe?

The decision to discharge is based on pond levels, weather forecast, and river flow. The City goes into the wet weather months with the storage pond completely empty and other ponds kept as low as possible. The City knows discharging will be necessary if all ponds are nearly full and the grass field is too wet for irrigation. When discharging is necessary, the City makes every effort to time the discharge event as close to the beginning of the month as possible.

When the decision is made to discharge, staff first check the river flow rate to ensure the 25:1 river to effluent flow ratio can be achieved [note this is now 50:1 per 2010 NPDES permit]. The effluent discharge rate is then based on that ratio. The effluent flow rate is controllable, with 8.062 mgd set as the current maximum. Discharge is continued until pond levels are as low as possible. A discharge rate of less than 2.0 mgd is impractical due to plant operational requirements.

Required Rain Event Data

For each rain event the City is required to provide: the date of the rain event, the volume of reclaimed water discharged, the depth of rainfall, and all other necessary information, as appropriate. This information is provided in the following table.

The Notice of Violation letter from the CRWQCB-SF alleges that the City discharged at least 131 million gallons of reclaimed water on a total of 104 days during a rain event. The analysis defined a rain event as a 24-hour period where precipitation was greater than or equal to 0.3 inches as published by the California Irrigation Management Information System (CIMIS). It should be noted that the wastewater operators collect and report on-site rainfall data in the monthly Self-Monitoring Reports. As shown in the table below, there are several days when the CIMIS data indicated a rain event > 0.30 inches, but the wastewater plant on-site rainfall depth recorded was less than 0.3 inches. If these days are subtracted, there are 66 days when the City discharged reclaimed water during a rain event. The total volume of reclaimed water applied to irrigation field during those days is 81.69 million gallons.

Rain Event	Volume of Reclaimed Water Discharge	Precip Recorded at WWTP	Inspection/Observation of Irrigated Field Conditions	Other Necessary Information
1/1/05	1.255	.40	Not Running off the Field	
1/2/05	1.253	.61	Not Running off the Field	
1/7/05	.959	.47	Not Running off the Field	
1/10/05	2.288	.02	Not Running off the Field	Precip per CIMIS = .66
1/11/05	.288	.87	Not Running off the Field	
1/26/05	.166	.00	Not Running off the Field	Precip per CIMIS = .42
1/27/05	1.445	.07	Not Running off the Field	Precip per CIMIS = .75
1/28/05	1.536	.67	Not Running off the Field	
2/15/05	1.403	.02	Not Running off the Field	Precip per CIMIS = .78
2/19/05	1.116	.64	Not Running off the Field	
2/21/05	1.518	.60	Not Running off the Field	
2/27/05	.215	.19	Not Running off the Field	Precip per CIMIS = .153
3/1/05	.259	.00	Not Running off the Field	Precip per CIMIS = .51
3/4/05	1.55	.63	Not Running off the Field	
3/18/05	1.623	.00	Not Running off the Field	Precip per CIMIS = .55
3/19/05	.279	1.21	Not Running off the Field	
3/20/05	1.539	.41	Not Running off the Field	
3/21/05	.316	.65	Not Running off the Field	
3/22/05	.33	1.33	Not Running off the Field	
4/7/05	.438	.20	Not Running off the Field	Precip per CIMIS = .34
4/8/05	.473	.08	Not Running off the Field	Precip per CIMIS = .51
5/4/05	.49	.00	Not Running off the Field	Precip per CIMIS = .97
5/8/05	.335	.40	Not Running off the Field	
5/18/05	.477	.92	Not Running off the Field	
11/28/05	.73	.49	Not Running off the Field	
12/1/05	1.228	1.85	Not Running off the Field	
12/19/05	.545	.00	Not Running off the Field	Precip per CIMIS = .56
12/20/05	3.015	.04	Not Running off the Field	Precip per CIMIS = .64
12/21/05	2.818	1.06	Not Running off the Field	
12/26/05	.015	.75	Not Running off the Field	
12/27/05	3.09	.03	Not Running off the Field	Precip per CIMIS = 1.52
12/28/05	3.067	2.56	Not Running off the Field	
12/30/05	3.862	.08	Not Running off the Field	Precip per CIMIS = .42
12/31/05	.847	7.30	Not Running off the Field	
1/2/06	.174	1.52	Not Running off the Field	
1/3/06	3.534	.13	Not Running off the Field	Precip per CIMIS = .53

Rain Event	Volume of Reclaimed Water Discharge	Precip Recorded at	Inspection/Observation of Irrigated Field Conditions	Other Necessary Information
1/6/06	2.281	.04	Not Running off the Field	Precip per CIMIS = .39
1/7/06	.85	.00	Not Running off the Field	Precip per CIMIS = .33
1/14/06	3.49	.31	Not Running off the Field	
1/17/06	.468	.78	Not Running off the Field	
1/18/06	.300	.00	Not Running off the Field	Precip per CIMIS = .69
3/3/06	1.21	.44	Not Running off the Field	
3/5/06	1.715	.08	Not Running off the Field	Precip per CIMIS = 3.05
3/6/06	1.214	2.40	Not Running off the Field	
3/31/06	1.357	.51	Not Running off the Field	
4/2/06	1.208	.75	Not Running off the Field	
4/3/06	1.725	.06	Not Running off the Field	Precip per CIMIS = .48
4/4/06	1.24	.63	Not Running off the Field	
4/7/06	1.833	.00	Not Running off the Field	Precip per CIMIS = .68
4/9/06	.43	.00	Not Running off the Field	Precip per CIMIS = .38
4/11/06	.621	.35	Not Running off the Field	
4/12/06	3.092	1.71	Not Running off the Field	
4/16/06	.271	.05	Not Running off the Field	Precip per CIMIS = .55
11/2/06	2.367	.80	Not Running off the Field	
12/9/06	2.035	.73	Not Running off the Field	
12/10/06	1.900	.00	Not Running off the Field	Precip per CIMIS = .37
12/11/06	1.761	.91	Not Running off the Field	
12/12/06	1.874	.02	Not Running off the Field	Precip per CIMIS = .41
12/21/06	1.892	.72	Not Running off the Field	
2/22/07	.036	.01	Not Running off the Field	Precip per CIMIS = 1.11
2/24/07	.063	.00	Not Running off the Field	Precip per CIMIS = .51
2/26/07	.073	.36	Not Running off the Field	
2/27/07	.084	.49	Not Running off the Field	
3/26/07	.656	.30	Not Running off the Field	
4/21/07	.249	1.05	Not Running off the Field	
10/9/07	2.473	.65	Not Running off the Field	
12/4/07	1.854	.05	Not Running off the Field	Precip per CIMIS = .50
12/19/07	1.985	1.04	Not Running off the Field	
12/20/07	1.811	.00	Not Running off the Field	Precip per CIMIS = .33
1/3/08	1.921	3.06	Not Running off the Field	
1/4/08	.717	2.51	Not Running off the Field	
1/27/08	3.12	.12	Not Running off the Field	Precip per CIMIS = .83
1/31/08	.032	1.17	Not Running off the Field	
2/2/08	.120	1.15	Not Running off the Field	
2/21/08	.167	.30	Not Running off the Field	
2/23/08	.132	1.56	Not Running off the Field	
2/24/08	.149	.08	Not Running off the Field	Precip per CIMIS = .53
7/9/08	.617	.00	Not Running off the Field	Precip per CIMIS = --
10/31/08	.155	.00	Not Running off the Field	Precip per CIMIS = .50
11/1/08	.090	.23	Not Running off the Field	Precip per CIMIS = .43
12/18/08	1.701	.58	Not Running off the Field	
12/24/08	1.679	.93	Not Running off the Field	
2/10/09	1.748	.31	Not Running off the Field	
2/11/09	1.714	.20	Not Running off the Field	Precip per CIMIS = .33

Rain Event	Volume of Reclaimed Water Discharge	Precip Recorded at WWTP	Inspection/Observation of Irrigated Field Conditions	Other Necessary Information
2/17/09	1.747	1.00	Not Running off the Field	
2/22/09	1.746	1.04	Not Running off the Field	
2/23/09	1.646	.37	Not Running off the Field	
3/1/09	1.736	.86	Not Running off the Field	
3/2/09	1.716	.56	Not Running off the Field	
3/3/09	.311	.62	Not Running off the Field	
10/13/09	1.677	.85	Not Running off the Field	
11/20/09	1.609	.52	Not Running off the Field	
1/19/10	1.724	1.72	Not Running off the Field	
1/20/10	1.712	1.59	Not Running off the Field	
1/21/10	2.74	.78	Not Running off the Field	
1/25/10	.128	1.40	Not Running off the Field	
2/4/10	.453	1.18	Not Running off the Field	
2/9/10	1.756	.04	Not Running off the Field	Precip per CIMIS = .36
2/23/10	.512	1.72	Not Running off the Field	
3/2/10	1.721	.64	Not Running off the Field	
3/3/10	1.725	.36	Not Running off the Field	
3/12/10	1.329	.00	Not Running off the Field	Precip per CIMIS = .71
3/31/10	.456	.12	Not Running off the Field	Precip per CIMIS = .31
12/8/10	1.466	.39	Not Running off the Field	

Corrective Actions and Schedule

The City is to propose corrective actions to comply with the relevant WRR requirements and a time schedule for implementing those actions.

Action 1A: The City will not apply wastewater to the irrigation field site during rainfall or when soils are saturated to a point where runoff is likely. This action is now in effect.

Action 1B: During the wet weather months the City will manage the wastewater elevation in Pond 5 to keep it as low as possible while maintaining the integrity of the treatment process. When the level in Pond 5 is half full (6.5 ft.) or above, the City will implement the following River discharge preparation protocol:

- Check weather forecast
- Check river flow using the flow at USGS Station No 11456000 (Napa River near St Helena). River flow must be 151 cfs or greater during discharge to River. Note that it is not practical to discharge at less than 3.1 cfs, or 2 MGD.
- Check Total Ammonia, Dissolved Oxygen (DO), Total Chlorine residual, pH and Turbidity to confirm that the water quality will comply with the NPDES requirements for discharge to Napa River. The NPDES average monthly limits for these parameters are:
 - o Total Ammonia as Nitrogen = 16 mg/L
 - o DO shall not be < 7.0 mg/L.
 - o Total Chlorine residual shall not exceed 0.0 mg/L.

- o pH shall be between 6.5 and 8.5 or not cause changes > 0.5 pH in normal ambient river pH levels.
- o Turbidity and temperature shall not alter apparent color or temperature beyond present natural background levels.

Pond 5's maximum depth is 13.5 feet, allowing not less than one foot of freeboard. The floor of the River discharge channel from Pond 5 is at 4 feet (pond level) and thus it is not possible to discharge Pond 5 below 4 feet. In actuality, there is not sufficient flow to discharge below 4.5 feet. One foot of Pond 5 level equates to 1.892 million gallons and thus the maximum discharge volume from Pond 5 equals 17.028 million gallons, plus the chlorine contact chamber's maximum flow of 2.664 MGD. Maximum discharge flow through the nine inch Parshall Flume is 8.062 MGD.

Action 1C: On May 10, 2011 Ordinance 2011-4 was adopted by City Council to approve water and wastewater rates to meet the City's operating, maintenance, debt service and capital replacement costs. The City now has the funding necessary to implement the improvements necessary for safe and consistent discharge to the Napa River, including funding for a third Wastewater Treatment Operator position to reinforce current staffing levels.

VIOLATION 2

Failure to appropriately minimize ponding associated with irrigation using reclaimed water in the Irrigated Field.

TECHNICAL REPORT REQUIREMENT

Pertaining to Violation 2, the City is required to describe the current approach to managing ponding at the Irrigated Field, identify necessary corrective actions to appropriately minimize ponding, and propose a schedule for implementing those actions.

Current Approach to Managing Spray Irrigation to Minimize Wastewater Ponding in the Spray Field

The City currently applies treated wastewater through sprinklers and slotted irrigation pipe to the irrigation field, in specific zones, for a period of time and then valve changes are made to route water to the other zones. The current reclamation field topography has low areas that hold surface drainage from winter storms.

The City has a contract with Napa County Mosquito Abatement (NCMA), which includes inspections and abatement (as necessary). The contract with NCMA states:

Routine inspection of both weed and actual or potential mosquito breeding sites, before and after treatment. Due to the time sensitive nature of materials used for mosquito control, and in an effort to minimize environmental impacts of mosquito control efforts, inspections for mosquitoes occur a minimum of twice a month. Rainfall, temperature and humidity will affect the number of inspections that can occur at any given location.

The City has received no reports of or complaints regarding mosquitoes.

Corrective Action and Schedule

Action 2A: Disk the field in two directions. This was completed week of September 5, 2011.

Action 2B: Install interim improvements to the current irrigation sprinkler system as conceptually shown in **Attachment 1, Exhibit A**. The interim irrigation improvements will include the addition of ten Rainbird sprinklers similar in design to the existing sprinklers. This will increase the irrigated area and reduce the potential for ponding. As demonstrated during the October 18th site inspection, the City has tested four sprinkler nozzles with varying orifice diameters of .50" to .80". The City has concluded that all 4 variations produce an acceptable rate of application and spray pattern when using the existing 60hp pump. The temporary system will be in operation by November 30, 2011.

Action 2C: Manage the application rate of reclaimed wastewater to prevent ponding. On days when the irrigation system is in use, the City will perform field observations daily. If irrigation is causing significant ponding, then cease irrigation immediately.

Action 2D: Maintain and improve the existing tail water collection system to provide a pumping system to collect surface runoff and recirculate it back to Pond 5. This work is scheduled for completion by November 30, 2011.

Action 2E: Implement additional improvements to the irrigation system and reclamation field. A description of these additional improvements will be provided in the NOI as noted in the response to Violation 4.

VIOLATION 3

Discharge of reclaimed water exceeding WRR quality limits

TECHNICAL REPORT REQUIREMENT

Pertaining to Violation 3, the City is required to: 1) explain the basis for the reported water quality limit exceedances; 2) provide a schedule or other information showing when limits were exceeded and when discharge was stopped following observed exceedances; 3) propose any additional corrective actions necessary to prevent future exceedances; and 4) propose a schedule for implementing those actions.

Explanation for Reported Water Quality Exceedances

BOD > 40 mg/L: In 2007 there were three violations, one in 2008, none in 2009, and one in 2010. Two improvements have resulted in significant reclaim BOD reduction: 1) Aeration in pond 1B changed and the horsepower was reduced from 40hp of aspirating type aerators to 30hp of brush type aerators. Aspirating aerators inject air into the anaerobic/anoxic zone disrupting the processes of anaerobic digestion. They also have poor surface mixing characteristics which leaves significant areas of the pond surface without sufficient DO allowing odors to escape the surface of the pond. Brush type aerators maximize surface mixing with minimal impact on the lower depths of the pond and have significantly better oxygen transfer rates; 2) Pumping water directly from chlorine contact to the irrigation field bypassing storage Pond 5 and not allowing BOD to increase in the storage pond, has improved the BOD of the water reaching the irrigation field.

SBOD and BOD analysis have been performed on the same sample to compare results and it was noted that algae is in and of itself is a significant portion of the BOD analysis results.

Coliform Median > 23 MPN/100ml: Algae and high pH are the main factors making disinfection difficult. The City started using sodium hypochlorite in June 2006. (See the Response to Notice of Violation 2006, **Attachment 2**). The effectiveness of sodium hypochlorite decreases with increased pH and temperatures. At pH levels above 8.5, sodium hypochlorite is for all practical concerns non effective. The WTRP contains four ponds prior to the chlorine contact, the primary pond 1B, Ponds 2, 3, and 4. Algal growth occurs primarily in Ponds 2 and 3 (Pond 2 was designed for algal growth, originally designed to provide aeration of the primary ponds via circulation of algae rich water from Pond 2 back to the surface of the primary pond). During days of long daylight and warm/hot weather this growth is excessive. High concentrations of algae result in greatly elevated pH levels and in turn require much higher dosing with sodium hypochlorite. When algal growth is reduced, pH levels are expected to remain lower and more constant and thus sodium hypochlorite use should be more efficient while achieving required coliform reduction.

Explanation of Timing of Stopping Discharge Upon Observed Exceedances and Corrective Actions Taken Prior to Restarting Discharge to Irrigation Field

Sampling of the reclaimed water for BOD is required twice per month. It takes approximately two weeks to get the results from these tests from the analytical laboratory. The City will request on the Chain of Custody that the City needs to be notified immediately if BOD in any sample is greater than 40 mg/L. However, even with this protocol it will take a minimum of six days to determine the BOD concentration in any sample. Normally, the City does not apply reclaimed water to the irrigation field for longer than three days in succession, so by the time a result is reported, the discharge of that water has already been completed.

Future measures may include filtration followed by disinfection with ozone.

The following chart is **Summary of Events when Effluent BOD exceeded WRR maximum limit of 40 mg/L:**

Date	E-001D - Daily Flow From Disinfection Facilities (MGD)	E001R - Daily Flow From Water pumped from Cl2 Contact or Pond 5 to	E001R - BOD Daily Max. (mg/L)	Other Necessary Information
1/26/05	1.244	0.166	57	
2/28/05	0.789	0.247	59	
3/16/05	1.066	1.592	43	
5/11/05	1.155	0.42	55	
8/18/05	0.731	0.731	45	
10/27/05	0.195	0.195	52	
11/9/05	1.037	1.037	45	
12/29/05	2.871	3.249	41	
1/20/06	1.364	0	70	No E001R, came from E001
9/28/06	0.889	0.5	58	
11/21/06	0.949	2.132	53	
4/16/07	1.057	0.144	42	
4/26/07	1.022	0.226	57	
11/30/07	1.883	1.883	42	
9/17/08	0.681	0.681	58	
12/24/10	1.798	1.93	76	

The following is a **Summary of Events when Coliform exceeded WRR 7-day moving median limit of 23 MPN/100 mL:**

Date	E-001D - Daily Flow (MGD)	E001R - Daily Flow (MGD)	E001D - Total Coliform Daily (MPN/100mL)	Other Necessary Information
6/7/05	1.021	0.417	30	
6/8/05	0.147	1.464	30	
6/13/05	1.106	1.361	30	
6/14/05	0.701	1.361	30	

5/19/06	1.331	1.614	25	
5/20/06	1.273	1.547	25	
5/21/06	0.251	1.517	25	
7/21/06	0.265	0.237	49	Changed from Chlorine Gas to liquid Sodium Hypochlorite
7/25/06	0.928	0.179	70	
7/27/06	0.756	0.177	49	
8/2/06	0.868	0.239	49	
9/10/08	0.464	0.464	110	
9/17/08	0.681	0.681	30	
9/18/08	0.698	0.698	30	
9/19/08	0.793	0.793	30	
9/20/08	0.702	0.702	140	
9/21/08	0.536	0.536	300	
9/22/08	0.672	0.672	140	
9/23/08	0.677	0.677	140	
9/24/08	0.516	0.516	140	
9/30/08	0.648	0.648	30	
10/1/08	0.645	0.645	30	
5/5/09	1.76	1.76	30	
5/6/09	1.744	1.744	50	
5/12/09	1.716	1.716	50	
5/13/09	1.688	1.688	70	
5/19/09	1.697	1.697	70	
5/20/09	1.661	1.661	70	
5/28/09	1.75	1.75	50	
9/3/09	1.63	1.63	30	
9/9/09	1.706	1.706	130	
9/16/09	1.757	1.757	130	
9/17/09	1.737	1.737	130	
9/24/09	1.674	1.674	240	
9/25/09	1.684	1.684	130	
7/7/10	1.803	0	50	
7/15/10	1.74	0	60	
7/20/10	1.837	0	60	
7/21/10	1.797	0	80	
7/30/10	1.733	0.223	80	
8/7/10	1.721	0.693	60	
8/12/10	1.813	0	60	
9/30/10	1.772	1.772	50	
11/4/10	1.741	1.741	30	
11/19/10	1.878		30	
11/20/10	1.64		30	
11/24/10	1.744		30	
11/30/10	1.779	1.771	30	
12/10/10	1.731		30	

Monitoring Frequency Violation: Coliform Samples missed

Order No. 87-090 requires that the City shall test for total coliform daily when disinfection occurs (E-001D). An alleged 172 samples were missed being collected when disinfection

occurred. This number includes 31 days for January 2005. Note that 12 samples were collected and reported in January 2005 and disinfection occurred 31 days. The remaining 160 samples missed were consistent with NPDES permit requirements requiring total coliform samples be collected a minimum three times per week. When operators realized the confusion (May 2006) they immediately began collecting daily samples any time disinfection occurs.

This issue was addressed in the response to the Notice of Violation received in 2006 (April 12, 2006). An excerpt from the response to that Notice of Violation is provided below and the complete response is provided as **Attachment 2** to this Report.

Order No. 87-090 requires that the City test for total coliform daily at E-001-D when disinfection is occurring. These tests were erroneously being performed three times per week (consistent with the NPDES permit requirement), but are now performed each day disinfection occurs. The error occurred because of confusion with the NPDES permit, which requires sampling three times per week.

Corrective Action and Schedule

Action 3A: Modify type of aeration and include additional aeration. Four 10hp aspirating aerators were added to Pond 4 in 2011.

Action 3B: Increase circulation in Pond 2. Increased circulation via two 10hp aerators and one 15hp brush aerator slowed down with variable frequency drives to circulate water, but not aerate, similar to paddle wheels. Completed October 10, 2011.

Action 3C: The City has executed an agreement with the Napa County Department of Health Services to reduce grease and fats entering the wastewater collection system. This should reduce the organic loading.

Action 3D: The City will be proposing a pilot study of an ozone disinfection system to use in series with the chlorine contact system. It is anticipated that the ozone system will decrease the pH of the effluent such that the sodium hypochlorite disinfection works more efficiently. If this system proves beneficial, the City will explore moving completely to an ozone system and ceasing use of sodium hypochlorite. The City will also propose to install a pilot filtration system with backwash to Pond 1B. If this system appears to reduce the algae, a full system may be installed (similar to the City of Calistoga's). Another option that may be explored is the benefit of covering Pond 4 with balls to reduce algae.

VIOLATION 4

Material changes made to reuse without notifying the Water Board.

TECHNICAL REPORT REQUIREMENT

Pertaining to Violation 4, the City is immediately required to file a complete Report of Waste Discharge (ROWD) describing changes to the reclaimed water reuse. The ROWD must include: 1) all appropriate information regarding the willow farm and the fish pond, including dates of construction and operation, construction details, and a description of how these systems are integrated within the ongoing discharge of reclaimed water at the Irrigated Field; 2) describe the changed irrigation system and include an appropriately-detailed description of the systems' current design, including piping, control valves, sprinklers, shutdown procedures, the irrigation schedule, and description of how the irrigation schedule is implemented throughout the Irrigated Field; 3) provide detail on how irrigation is shut down during rain events and the flow is instead discharged to the Napa River, or alternatively, stored in Ponds 4 and 5, including using detailed water balance budget; and 4) for periods January 1, 2005 through December 31, 2010, include a tabulation of freeboard data for Ponds 4 and 5 with discussion regarding the sufficiency of freeboard and steps taken by the City to appropriately manage ponding depth at the Irrigated Field.

Submission of Notice of Intent

The City has requested that the ROWD submittal component of this Report be satisfied by the submittal of a complete Notice of Intent (NOI) for coverage under the General WRR Order 96-011, with a revised time schedule that includes an additional 90 days from October 31, 2011 to ensure appropriate detail can be prepared. Regional Water Board staff have indicated their acceptance of this request, and the complete NOI will be prepared and submitted by the January 31, 2012 deadline. The following projects will be described in detail in the NOI.

Willow Farm and Fish Pond Data

The United States Department of Agriculture, Natural Resources Conservation Service (NRCS) led an effort to have the City provide land and water in order that a willow tree farm could be planted to provide cuttings for use by the City, the Army Corps of Engineers, California Conservation Corps and other federal and state agencies or their contractors for erosion control purposes, especially along stream banks, in the region. The City Council approved Resolution 2005-36 "Approving the Use of Two (2) Acres of Wastewater Reclamation Field to Establish a Pilot Biotechnical Erosion Control Willow-Shoot Production Area to Benefit St. Helena and Other Up-Valley Projects for a Period of Not Less Than Ten (10) Years" in May 2005. Typical annual water application rates are not yet known, but a water meter was installed on October 21, 2011 to begin collecting this information. No direct contact with the irrigation water occurs during harvesting as it is applied on the ground by City staff and irrigation is discontinued prior to harvest. The dimensions of the Willow Tree Farm are 480 feet x 188 feet. (See location on **Attachment 1, Exhibit B**).

The City has three Mosquito Fish Ponds in the south corner of the irrigation field adjacent to the Willow Tree Farm described above. (See location on **Attachment 1, Exhibit B**). The Napa County Mosquito Abatement District harvests fish from the ponds during the mosquito season for use in other County activities to control mosquito egg and larvae populations. The ponds were originally excavated as a source of clay for other construction efforts at the Wastewater Treatment and Reclamation Plant (WTRP). The ponds measure approximately 200 feet long by 25 feet wide (total area is 480 feet x 178 feet) and are usually maintained with 4-5 feet of water. A water meter was installed on October 21, 2011 to track the water supplied to the ponds. One pond is generally kept at a lower elevation for operational flexibility. Water is added to the ponds, as needed to offset losses, and recirculation or emptying of the ponds has not been necessary. District personnel are familiar with the handling of the treated wastewater.

Irrigation System

In 2006 Blair Allen observed and accepted a field demonstration of the current sprinkler heads prior to installation of the current system. In October 2011 Blair Allen observed another field demonstration of the modified sprinkler heads prior to installation of additional units. The demonstration was deemed acceptable and the installation of more sprinklers is moving forward.

The current sprinkler system provides a buffer along the site perimeter of approximately 100 feet instead of the 50 feet required by WRR Specification B.4.

Storage Area for Dried Biosolids

The City will propose a stockpile area for temporary storage of the dried biosolids removed from Pond 1A.

Area Reserved for Solar Photovoltaic Panels

The City will propose the installation of solar power generation facilities to provide power to the wastewater treatment plant.

Planting of Redwood Trees for Harvesting

The City may propose the planting of redwood trees for harvesting.

Irrigation Procedures

If rain has begun to fall or significant precipitation is forecast, the City shuts down the irrigation system immediately, or several hours prior to the forecast rain event. When the irrigation system is shut down, all flow is stored in Pond 4 and/or Pond 5. As mentioned previously, if Pond 5 reaches 6.5 feet, discharge to the Napa River is initiated.

During normal operation, the City irrigates one zone of the field for one day before switching to the next zone. There are seven zones to alternate through.

Tabulation of Freeboard Data (01/01/2005 – 12/31/2010)

See Attachment 3 for freeboard data tables.

POTENTIAL VIOLATION 5

Discharge of reclaimed water to areas that may be within 100 or 500 feet of wells.

TECHNICAL REPORT REQUIREMENT

Pertaining to Potential Violation 5, the City must: 1) include a scaled figure showing the location of the two existing wells in the Irrigated Field, and any additional wells within either 100 feet or 500 feet of the Irrigated Field, as compared to areas irrigated with reclaimed water; 2) include a discussion regarding how reclaimed water irrigation practices comply with WRR requirement; and 3) if practices are in violation, provide a work plan and schedule to bring practices into compliance.

Scaled Figure of Well Locations

The location of the City's wells is provided in **Attachment 1, Exhibit B.**

Well Construction Information

There are two wells located in the irrigation field. Well G-1 (aka DWP-1) is located on the edge of the field, inside a structure. Well G-2(aka DWP-2) is located near the center of the irrigation field. Well G-2 was built in 1967. A sanitary seal was installed in 1988 as documented in the Black & Veatch Engineers August 12, 1988 letter report, Attachment 4.

Compliance with WRR Requirements

The current reclaimed water irrigation practices comply with the WRR requirements regarding the existing wells. Order No. 87-090 identified both wells as existing and provided discharge guidelines that have not been violated by the City's operational practices. Well G-1 has no use and Well G-2 is used only for monitoring purposes. The application of reclaimed water has not occurred within 100 feet of the two wells (G-1 and G-2) on the reclamation site.

TECHNICAL REPORT REQUIREMENT

The WRR Report shall include a description of the vegetative maintenance program at the Irrigated Field and propose any changes necessary to improve vegetative uptake of the reclaimed water and diminish the likelihood of ponding, runoff and hydric loss to the local aquifer.

Vegetation Maintenance Program

Description of the Vegetative Maintenance Program

The City's vegetative maintenance program includes disking the irrigation field in two directions each fall. The disking is performed in September each year to prepare the field for the upcoming wet season. These efforts, in addition to the frequent inspections by Napa County Mosquito Abatement ensure that the field operates in a safe and efficient manner.

ATTACHMENT 1. DIAGRAMS

EXHIBIT A. CURRENT & PROPOSED IRRIGATION SPRINKLER SYSTEM



EXHIBIT B. WILLOW FARM, FISH POND, AND WELL LOCATIONS



Attachment 3
City of St. Helena Wastewater Treatment Plant
Reclaimed Effluent Flow
2012-2015 Electronic Self-Monitoring Reports
(eSMRs)



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HYDRAULIC LOADING SUMMARY

Annual 2012

File Name: Annual (Hydraulic)

City of St. Helena Waste Water Treatment Plant

Month	INFLUENT (A-001)				RECLAIMED EFFLUENT (E-001-R)					DISCHARGED EFFLUENT (E-001)							
	Monthly	Daily Flow Rate			Number of Days Irrigated	Monthly	Daily Flow Rate			Number of Days Dis-charged	Monthly	Daily Flow Rate					
		Total	Avg	Max			Min	Total	Avg			Max	Min	Total	Avg	Max	Min
		mg	mgd	mgd			mgd	mg	mgd			mgd	mgd	mg	mgd	mgd	mgd
January	15.368	0.496	1.336	0.324	7	11.362	1.623	2.343	1.291	0							
February	12.638	0.436	0.531	0.373	11	12.616	1.577	1.623	1.504	0							
March	31.730	1.024	2.540	0.363	12	17.254	1.327	2.466	0.238	0							
April	22.029	0.734	1.306	0.471	12	21.389	1.782	2.659	0.063	0							
May	13.171	0.425	0.488	0.392	11	19.574	1.779	2.480	1.517	0							
June	11.712	0.390	0.437	0.360	5	9.479	1.896	2.613	1.535	0							
July	11.615	0.375	0.415	0.352	5	8.193	1.639	1.772	1.532	0							
August	11.813	0.381	0.413	0.355	5	7.078	1.416	1.673	0.625	0							
September	11.492	0.383	0.435	0.360	5	4.120	0.824	0.933	0.697	0							
October	11.901	0.384	0.432	0.383	4	7.329	1.832	2.677	0.619	0							
November	15.268	0.509	2.321	0.360	5	9.603	1.921	2.044	1.612	0							
December	38.313	1.236	2.946	0.570	9	20.821	2.313	2.374	2.232	4	16.068	4.921	7.420	3.330			
Total	207.050				91	148.818				4	16.068						
Maximum	38.313		2.946			21.389		2.677			16.068		7.420				
Minimum	11.492			0.324		4.120			0.063		16.068			3.330			
Average	17.254	0.567				12.402	1.635				16.068	4.017					

ND = No Discharge

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Influent & Effluent Flows

File Name: Flows, I&E

January 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow mgd	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd				gpm	mg	mgd
1	WD	0730	533	206.993	0.767	1125	104.494				1125		148.970	
2	MS	0730	517	207.760	0.745	1105	104.494				1133		148.970	
3	MS	0730	510	208.505	0.734	0830	0.000				0833		0.000	
4	MS	0730	506	0.734	0.728	0803	0.000				0805		0.000	
5	DB	0730	501	1.462	0.722	0951	0.000				1028		0.000	
6	DB	0730	497	2.184	0.715	1023	0.000				1028		0.000	
7	MS	0730	484	2.899	0.697	0814	0.000	2.298	24	2.298	0814		0.000	
8	MS	0730	467	3.596	0.672	0814	2.298	2.289	24	2.289	0811		0.000	
9	MS	0730	469	4.268	0.675	0814	4.587	2.180	24	2.180	0813		0.000	
10	MS	0730	456	4.943	0.656	0713	6.767				0715		0.000	
11	MS	0730	433	5.599	0.623	0721	6.767				0723		0.000	
12	WD	0730	419	6.222	0.603	1220	6.767				1220	1503	*	2.165
13	WD	0730	406	6.825	0.585	1128	6.767				1129	1569	*	2.099
14	WD	0730	385	7.410	0.554	0917	6.767				0939		*	
15	MS	0730	382	7.964	0.550	0914	6.767				0915		*	
16	MS	0730	379	8.514	0.546	0852	6.767				0856		*	
17	MS	0730	373	9.060	0.537	0854	6.767	2.277	24	2.277	0854	1944	0.000	2.799
18	MS	0730	368	9.597	0.530	0845	9.044				0845		2.799	
19	MS	0730	360	10.127	0.518	1212	9.044				1210		2.799	
20	MS	0730	363	10.645	0.509	1242	9.044				1245	1945	2.799	2.801
21	MS	0730	343	11.154	0.494	1135	9.044				1133		5.600	
22	MS	0730	331	11.648	0.477	0807	9.044				0810		5.600	
23	MS	0730	358	12.125	0.515	0750	9.044	2.303	24	2.303	0752		5.600	
24	MS	0730	368	12.640	0.530	0750	11.347	2.272	24	2.272	0753		5.600	
25	MS	0730	346	13.170	0.498	0742	13.619				0754		5.600	
26	JC	0730	340	13.668	0.489	1145	13.619				1145		5.600	
27	JC	0730	335	14.157	0.482	1025	13.619				1025		5.600	
28	MS	0730	327	14.639	0.471	0910	13.619				0912		5.600	
29	MS	0730	306	15.110	0.441	0803	13.619				0801		5.600	
30	MS	0730	310	15.551	0.446	0718	13.619				0719		5.600	
31	MS	0730	308	15.997	0.444	0755	13.619				0758		5.600	
Total					17.953			13.619		13.619				9.864
Average			402		0.579			2.270		2.270				2.466
1	MS	0730		16.441		0755	13.619				0753		5.600	

*Totalizer was not working - Flow calculated from gpm times run hours

Influent & Effluent Flows

File Name: Flows, I&E

February 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	MS	0730	323	16.441	0.465	0755	13.619				0753		5.600	
2	WD	0730	309	16.906	0.445	1110	13.619				1115	1875	5.600	2.700
3	WD	0730	317	17.351	0.456	1300	13.619				1310		8.300	
4	MS	0730	297	17.807	0.428	0809	13.619	2.308	24	2.308	0808		8.300	
5	MS	0730	296	18.235	0.426	0809	15.927	2.288	24	2.288	0806		8.300	
6	MS	0730	290	18.661	0.418	0807	18.215				0808		8.300	
7	MS	0730	299	19.079	0.431	0745	18.215				0746		8.300	
8	MS	0730	303	19.510	0.436	0713	18.215				0716		8.300	
9	MS	0730	297	19.946	0.428	1130	18.215				1131		8.300	
10	MS	0730	301	20.374	0.433	1315	18.215				1317		8.300	
11	MS	0730	288	20.807	0.414	1021	18.215				1018	1891	8.300	3.084
12	MS	0730	283	21.221	0.408	0816	18.215				0822		11.384	
13	WD	0730	280	21.629	0.403	0921	18.215				0923		11.384	
14	MS	0730	311	22.032	0.448	0750	18.215	2.294	24	2.294	0748	1681	11.384	2.420
15	WD	0730	271	22.480	0.390	0740	20.509				0744		13.804	
16	DB	0730	278	22.870	0.400	1047	20.509				1050		13.804	
17	DB	0730	274	23.270	0.395	1050	20.509				1038		13.804	
18	DB	0730	273	23.665	0.393	1045	20.509				1039		13.804	
19	WD	0730	302	24.058	0.435	0750	20.509				0753		13.804	
20	MS	0730	278	24.493	0.401	0754	20.509				0758		13.804	
21	MS	0730	312	24.894	0.449	0749	20.509		24	1.991	0750	1383	13.804	1.991
22	MS	0730	277	25.343	0.399	0750	20.509				0749		15.795	
23	JC	0730	273	25.742	0.393	1125	20.509				1125		15.795	
24	JC	0730	276	26.135	0.397	1025	20.509				1025		15.795	
25	MS	0730	268	26.532	0.386	0816	20.509				0820		15.795	
26	MS	0730	272	26.918	0.391	0750	20.509				0753		15.795	
27	MS	0730	266	27.309	0.383	0746	20.509				0749		15.795	
28	MS	0730	295	27.692	0.425	0720	20.509		24	1.967	0720	1366	15.795	1.967
29														
30														
31														
Total					11.676			6.890		10.848				12.162
Average			262		0.417			2.297		2.170				2.432
1	MS	0730		28.117			20.509						17.762	

Influent & Effluent Flows

File Name: Flows, I&E

March 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		gpm	mg	mgd
1	MS	0730	274	28.117	0.395	0717	20.509		0715		17.762	
2	MS	0730	265	28.512	0.381	1127	20.509		1126		17.762	
3	MS	0730	284	28.893	0.409	1028	20.509		1025		17.762	
4	MS	0730	274	29.302	0.394	0950	20.509		0952		17.762	2.583
5	MS	0730	330	29.696	0.475	0754	20.509		0757		20.345	
6	MS	0730	301	30.171	0.433	0744	20.509		0747		20.345	
7	MS	0730	308	30.604	0.444	0743	20.509	2.333	0743		20.345	
8	MS	0730	297	31.048	0.428	0742	22.842		0742		20.345	
9	DB	0730	302	31.476	0.435	1031	22.842		1035		20.345	
10	DB	0730	276	31.911	0.398	1039	22.842		1043		20.345	
11	WD	0730	285	32.309	0.410	0746	22.842		0748		20.345	
12	MS	0730	286	32.719	0.412	0813	22.842		0811		20.345	2.512
13	MS	0730	278	33.131	0.400	0806	22.842		0809		22.857	
14	MS	0730	274	33.531	0.395	1354	22.842		1355		22.857	1.953
15	WD	0730	276	33.926	0.397	0750	22.842		0752		24.810	
16	WD	0730	275	34.323	0.396	1020	22.842		1023		24.810	
17	WD	0730	278	34.719	0.400	1030	22.842		1035		24.810	
18	MS	0730	277	35.119	0.399	0800	22.842		0803		24.810	
19	MS	0730	301	35.518	0.433	0755	22.842		0758		24.810	
20	MS	0730	293	35.951	0.422	0758	22.842		0800		24.810	
21	MS	0730	294	36.373	0.424	0751	22.842		0752		24.810	1.930
22	MS	0730	283	36.797	0.408	0751	22.842		0752		26.740	
23	JC	0730	291	37.205	0.419	0935	22.842		0935		26.740	
24	JC	0730	285	37.624	0.410	0955	22.842		0955		26.740	
25	MS	0730	283	38.034	0.408	0742	22.842		0744		26.740	
26	WD	0730	294	38.442	0.423	1613	22.842		1615		26.740	1.913
27	WD	0730	283	38.865	0.407	0810	22.842		0815		28.653	
28	WD	0730	281	39.272	0.404	0740	22.842		0745		28.653	
29	WD	0730	279	39.676	0.402	0735	22.842		0738		28.653	
30	WD	0730	290	40.078	0.418	1100	22.842		1100		28.653	
31	WD	0730	285	40.496	0.410	1035	22.842		1035		28.653	
Total					12.789			2.333				10.891
Average			286		0.413			2.333				2.178
1	MS	0730		40.905		0859	22.842		0915		28.653	

File Name: Flows, I&E

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate Avg gpm	Totalizer mg	Flow mgd	Time	Totalizer mg	Flow mgd	Hours run	Flow mgd	Time	Flow Rate gpm	Totalizer mg	Flow mgd
1	MS	0730	291	40.906	0.419	0859	22.842				0915		28.653	
2	MS	0730	294	41.325	0.424	0720	22.842		24	1.924	0722		28.653	1.924
3	MS	0730	287	41.749	0.413	0720	22.842		22	1.678	0722		30.577	1.678
4	WD	0730	378	42.182	0.545	0740	22.842				0740		32.255	
5	MS	0730	317	42.707	0.456	0803	22.842				0807		32.255	
6	DB	0730	331	43.163	0.476	1002	22.842				1005		32.255	
7	DB	0730	323	43.639	0.465	1022	22.842				1024		32.255	
8	MS	0730	307	44.104	0.442	1243	22.842				1345		32.255	
9	MS	0730	292	44.546	0.421	0752	22.842				0755		32.255	
10	MS	0730	298	44.967	0.429	0802	22.842				0810		32.255	
11	WD	0730	319	45.396	0.460	0750	22.842				0750		32.255	
12	MS	0730	285	45.856	0.411	0748	22.842				0752		32.255	
13	WD	0730	292	46.267	0.421	1230	22.842				1230		32.255	
14	WD	0730	290	46.688	0.418	1205	22.842				1205		32.255	
15	WD	0730	283	47.106	0.408	1300	22.842		24	1.899	1302		32.255	1.899
16	JR	0730	274	47.514	0.394	1301	22.842		24	1.884	1300		34.154	1.884
17	MS	0730	284	47.908	0.409	0730	22.842				0822		36.038	
18	MS	0730	277	48.317	0.399	0756	22.842				0758		36.038	
19	WD	0730	279	48.716	0.402	0744	22.842				0748		36.038	
20	JC	0730	297	49.118	0.427	1104	22.842				1104		36.038	
21	JC	0730	290	49.545	0.418	1115	22.842				1115		36.038	
22	MS	0730	273	49.963	0.393	0803	22.842				0806		36.038	
23	JR	0730	267	50.356	0.384	0810	22.842				0848		36.038	
24	JR	0730	296	50.740	0.426	0753	22.842				0753		36.038	
25	JR	0730	265	51.166	0.382	0735	22.842				1047		36.038	
26	MS	0730	270	51.548	0.389	1043	22.842		24	1.921	1047		36.038	1.921
27	MS	0730	281	51.937	0.405	1211	22.842				1215		37.959	
28	MS	0730	275	52.342	0.396	1148	22.842				1151		37.959	
29	MS	0730	297	52.738	0.428	1145	22.842				0810		37.959	
30	JR	0730	265	53.166	0.381	1000	22.842		24	1.896	0726		37.959	1.896
Total					12.641					11.202				11.202
Average			283		0.421					1.867				1.867
1	JR	0730		53.547			22.842						39.855	

Influent & Effluent Flows

File Name: Flows, I&E

May 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	258	53.547	0.371	0744	22.842		24	1.910	0747	1326	39.847	1.910
2	MS	0730	268	53.918	0.386	0745	22.842				0747		41.757	
3	MS	0730	288	54.304	0.415	0744	22.842				0746		41.757	
4	DB	0730	269	54.719	0.387	1352	22.842				1357		41.757	
5	DB	0730	257	55.106	0.370	1125	22.842				1129		41.757	
6	JR	0730	278	55.476	0.400	0930	22.842				0846		41.757	
7	JR	0730	261	55.876	0.376	0800	22.842		24	1.947	0846	1352	41.757	1.947
8	JR	0730	261	56.262	0.376	0745	22.842				0930		43.704	
9	MS	0730	299	56.628	0.430	1635	22.842				1633		43.704	
10	MS	0730	263	57.058	0.378	1330	22.842				1329		43.704	
11	MS	0730	276	57.436	0.398	1210	22.842				1209		43.704	
12	MS	0730	263	57.834	0.379	1056	22.842				1059		43.704	
13	MS	0730	278	58.213	0.401	1602	22.842				1600		43.704	
14	JR	0730	299	58.614	0.431	0815	22.842				1300		43.704	
15	JR	0730	254	59.045	0.366	1152	22.842		22	1.517	1152	1149	43.704	1.517
16	MS	0730	266	59.411	0.383	0815	22.842				0813		45.221	
17	WD	0730	259	59.784	0.373	1103	22.842				1105		45.221	
18	JC	0730	280	60.167	0.417	1125	22.842				1120		45.221	
19	JC	0730	269	60.584	0.388	1005	22.842				1005		45.221	
20	MS	0730	257	60.972	0.370	0825	22.842				0830		45.221	
21	JR	0730	258	61.342	0.372	0810	22.842				0810		45.221	
22	JR	0730	278	61.714	0.401	0900	22.842		24	1.619	0938	1118	45.221	1.619
23	MS	0730	265	62.116	0.382	0855	22.842		22	1.668	0938	1112	46.840	1.668
24	MS	0730	265	62.497	0.382	0713	22.842				0719		48.508	
25	JC	0730	289	62.879	0.416	1145	22.842				1145		48.508	
26	JC	0730	282	63.295	0.406	1045	22.842				1048		48.508	
27	JC	0730	288	63.701	0.415	1055	22.842				1055		48.508	
28	JR	0730	259	64.116	0.373	0802	22.842				0801		48.508	
29	JR	0730	294	64.489	0.424	0750	22.842				0800		48.508	
30	MS	0730	263	64.913	0.379	0756	22.842				0758		48.508	
31	MS	0730	268	65.292	0.386	0722	22.842				0720	1746	48.508	0.838
Total					12.131					8.661				9.499
Average			272		0.391					1.732				1.583
1	DB	0730		65.678			22.842						49.346	

Influent & Effluent Flows

File Name: Flows, I&E

June 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd								mg	mgd
1	DB	0730	260	65.662	0.375	1347	22.843				1356		49.346	
2	DB	0730	265	66.037	0.381	1147	22.843				1145		49.346	
3	MS	0730	262	66.418	0.377	0804	22.843				0808		49.346	
4	JR	0730	261	66.795	0.376	0950	22.843				1535		49.346	
5	JR	0730	291	67.171	0.419	1500	22.843		23.6	1.885	1500	1333	49.346	1.885
6	JR	0730	269	67.590	0.388	0800	22.843				0800		51.231	
7	JR	0730	291	67.978	0.419	0803	22.843				0802		51.231	
8	JC	0730	242	68.397	0.348	1045	22.843				1045		51.231	
9	JC	0730	242	68.745	0.349	1020	22.843				1020		51.231	
10	JR	0730	282	69.094	0.406	0755	22.843				0755		51.231	
11	JR	0730	251	69.500	0.362	0754	22.843				0800		51.231	
12	JR	0730	258	69.862	0.372	1445	22.843		24	1.936	1445	1345	51.231	1.936
13	JR	0730	251	70.234	0.361	0803	22.843				0803		53.167	
14	JR	0730	260	70.595	0.375	0745	22.843				0745		53.167	
15	JC	0730	250	70.970	0.360	1030	22.843				1030		53.167	
16	JC	0730	251	71.330	0.361	1028	22.843				1025		53.167	
17	JR	0730	278	71.691	0.400	0742	22.843				0742		53.167	
18	JR	0730	253	72.091	0.364	0744	22.843				0744		53.167	
19	JR	0730	256	72.465	0.368	0810	22.843				0810		53.167	
20	JR	0730	285	72.823	0.411	0800	22.843		24	1.686	1130	1171	53.167	1.686
21	MS	0730	276	73.234	0.397	1016	22.843				1017		54.853	
22	MS	0730	260	73.631	0.375	1224	22.843				1226		54.853	
23	MS	0730	257	74.006	0.370	1125	22.843				1126		54.853	
24	JR	0730	257	74.376	0.370	0750	22.843				0818		54.853	
25	JR	0730	292	74.746	0.420	0800	22.843				0800		54.853	
26	MS	0730	278	75.166	0.400	0636	22.843				0639		54.853	
27	MS	0730	269	75.566	0.388	1300	22.843				1300		54.853	
28	MS	0730	286	75.954	0.412	1259	22.843		24	1.561	1259	1084	54.853	1.561
29	MS	0730	257	76.368	0.370	1109	22.843				1111		56.414	
30	MS	0730	269	76.736	0.387	1118	22.843				1119		56.414	
31							22.843						56.414	
Total					11.461					7.068				7.068
Average			257		0.382					1.767				1.767
1	MS	0730		77.123		0820	22.843				0822		56.414	

I = Totalizer was not working

Influent & Effluent Flows

File Name: Flows, I&E

July 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow mgd	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd				gpm	mg	mgd
1	MS	0730	265	77.123	0.382	0820	22.843				0822		52.593	
2	JR	0730	260	77.505	0.374	0745	22.843				0746		52.593	
3	MS	0730	287	77.879	0.413	1121	22.843		24	1.487	1119	1033	52.593	1.487
4	MS	0730	265	78.292	0.381	1117	22.843				1120		54.080	
5	MS	0730	274	78.673	0.394	0722	22.843				0723		54.080	
6	DB	0730	266	79.067	0.383	1039	22.843				1037		54.080	
7	DB	0730	256	79.450	0.369	1050	22.843				1047		54.080	
8	MS	0730	265	79.819	0.381	0819	22.843				0817		54.080	
9	JR	0730	290	80.200	0.418	0817	22.843				0817		54.080	
10	JR	0730	258	80.618	0.372	0704	22.843				1240		54.080	
11	JR	0730	259	80.990	0.373	1235	22.843		24	0.976	1240	678	54.080	0.976
12	MS	0730	265	81.363	0.382	1238	22.843		24	1.634	1240	1135	55.056	1.634
13	JC	0730	260	81.745	0.375	1050	22.843				1050		56.690	
14	JC	0730	272	82.120	0.392	1215	22.843				1215		56.690	
15	MS	0730	268	82.512	0.386	0840	22.843				1128		56.690	
16	MS	0730	249	82.898	0.359	0820	22.843		24	1.570	1128	1090	56.690	1.570
17	MS	0730	263	83.257	0.378	0720	22.843		24	1.610	1128	1118	58.260	1.610
18	MS	0730	263	83.636	0.379	1130	22.843		24	1.484	1128	1031	59.870	1.484
19	MS	0730	304	84.014	0.438	0857	22.843		21	1.293	0858	1026	61.354	1.293
20	MS	0730	260	84.452	0.375	1223	22.843				1225		62.647	
21	MS	0730	253	84.827	0.365	1229	22.843				1230		62.647	
22	JR	0730	256	85.192	0.369	0810	22.843				0810		62.647	
23	JR	0730	246	85.561	0.354	0758	22.843		24	1.437	0803	998	62.647	1.437
24	MS	0730	297	85.915	0.428	0800	22.843		24	1.504	0803	1044	64.084	1.504
25	JR	0730	269	86.343	0.387	0746	22.843		24	1.514	0803	1051	65.588	1.514
26	MS	0730	261	86.730	0.376	0758	22.843				0803		67.102	
27	MS	0730	258	87.106	0.371	1125	22.843				1127		67.102	
28	MS	0730	261	87.477	0.376	1155	22.843				1153		67.102	
29	MS	0730	301	87.853	0.433	0805	22.843				0807		67.102	
30	JR	0730	269	88.286	0.388	0800	22.843				0800		67.102	
31	JR	0730	255	88.674	0.367	0750	22.843				0745		67.102	
Total					11.918					14.509				14.509
Average			267		0.384					1.451				1.451
1	JR	0730		89.041	0.378		22.843						67.102	

Influent & Effluent Flows

File Name: Flows, I&E

August 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	263	89.041	0.378	0810	22.843		24	1.602	0819		67.102	1.602
2	MS	0730	263	89.419	0.379	0822	22.843				0819		68.704	
3	DB	0730	288	89.798	0.414	1016	22.843				1015		68.704	
4	DB	0730	265	90.212	0.382	1037	22.843				1040		68.704	
5	MS	0730	262	90.594	0.377	0719	22.843				0715		68.704	
6	JR	0730	256	90.971	0.369	0804	22.843				0803		68.704	
7	JR	0730	265	91.340	0.381	0810	22.843		24	1.591	0815		68.704	1.591
8	JR	0730	283	91.721	0.407	0815	22.843				0815		70.295	
9	JR	0730	258	92.128	0.372	0740	22.843				0740		70.295	
10	JC	0730	259	92.500	0.373	1125	22.843				1125		70.295	
11	JC	0730	257	92.873	0.370	1150	22.843				1150		70.295	
12	WD	0730	263	93.243	0.379	0846	22.843				0847		70.295	
13	WD	0730	288	93.622	0.414	1410	22.843				1419		70.295	
14	JR	0730	265	94.036	0.382	1416	22.843		24	1.647	1419		70.295	1.647
15	JR	0730	264	94.418	0.380	1409	22.843		24	1.648	1412		71.942	1.648
16	MS	0730	181	94.798	0.261	0754	22.843				0755		73.590	
17	JC	0730	269	95.059	0.387	0935	22.843				0935		73.590	
18	JC	0730	288	95.446	0.415	1110	22.843				1110		73.590	
19	MS	0730	251	95.861	0.362	0810	22.843				0809		73.590	
20	MS	0730	254	96.223	0.366	0802	22.843				0801		73.590	
21	JR	0730	254	96.589	0.366	0822	22.843		24	1.619	0822		73.590	1.619
22	JR	0730	258	96.955	0.371	0822	22.843				0820		75.209	
23	MS	0730	292	97.326	0.420	0803	22.843				0805		75.209	
24	MS	0730	257	97.746	0.370	1156	22.843				1203		75.209	
25	MS	0730	267	98.116	0.385	1145	22.843				1149		75.209	
26	JR	0730	253	98.501	0.364	0745	22.843				0745		75.209	
27	JR	0730	254	98.865	0.366	0745	22.843				0750		75.209	
28	MS	0730	283	99.231	0.407	0736	22.843				0737		75.209	
29	JR	0730	254	99.638	0.366	0745	22.843		24	1.538	0706		75.209	1.538
30	MS	0730	260	100.004	0.375	0702	22.843				0700		76.747	
31	DB	0730	263	100.379	0.379	1031	22.843				1031		76.747	
Total					11.717					9.645				9.645
Average			262		0.378					1.378				1.608
1	DB	0730		100.758	0.382		22.843				1016		76.747	

Influent & Effluent Flows

File Name: Flows, I&E

September 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	DB	0730	265	100.758	0.382		22.843				1016		76.748	
2	DB	0730	306	101.140	0.440		22.843				1036		76.748	
3	JR	0730	263	101.580	0.378	0811	22.843		24	1.550	0811		76.748	1.550
4	JR	0730	259	101.958	0.373	0811	22.843		23	1.506	0811		78.298	1.506
5	JR	0730	249	102.331	0.359	0811	22.843				0811		79.804	
6	JR	0730	260	102.690	0.375		22.843				0721		79.804	
7	JC	0730	282	103.065	0.406	1050	22.843				1050		79.804	
8	JC	0730	244	103.471	0.352	1050	22.843				1050		79.804	
9	MS	0730	263	103.823	0.379	0826	22.843				0828		79.804	
10	JR	0730	236	104.202	0.340	0750	22.843				0750		79.804	
11	MS	0730	253	104.542	0.364		22.843		24	1.668	0833		79.804	1.668
12	JR	0730	290	104.906	0.417		22.843		23	1.559	0833		81.472	1.559
13	MS	0730	267	105.323	0.384	0814	22.843				0817		83.031	
14	MS	0730	261	105.707	0.376	1250	22.843				1252		83.031	
15	MS	0730	247	106.083	0.356	1118	22.843				1120		83.031	
16	MS	0730	260	106.439	0.374	1011	22.843				1012		83.031	
17	WD	0730	278	106.813	0.400		22.843				0754		83.031	
18	JR	0730	263	107.213	0.378	0745	22.843				0739		83.031	
19	JR	0730	257	107.591	0.370	0742	22.843				0740		83.031	
20	MS	0730	266	107.961	0.383	1017	22.843		24	1.561	1020		83.031	1.561
21	WD	0730	273	108.344	0.393	1300	22.843				1300		84.592	
22	WD	0730	291	108.737	0.419	1140	22.843				1140		84.592	
23	MS	0730	270	109.156	0.389	0820	22.843				0818		84.592	
24	JR	0730	253	109.545	0.364	0753	22.843				1130		84.592	
25	JR	0730	252	109.909	0.363	1128	22.843		24	1.152	1130		84.592	1.152
26	JR	0730	258	110.272	0.372	1129	22.843		24	1.131	1129		85.744	1.131
27	WD	0730	267	110.644	0.385	0735	22.843				0738		86.875	
28	JC	0730	274	111.029	0.395	0950	22.843				0950		86.875	
29	JC	0730	262	111.424	0.377	1040	22.843				1040		86.875	
30	WD	0730	251	111.801	0.362	0740	22.843				0740		86.875	
31														
Total					11.405					10.127				10.127
Average			255		0.380					1.447				1.447
1	JR	0730		112.163									86.875	

Influent & Effluent Flows

File Name: Flows, I&E

October 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	259	112.163	0.373	0750	22.843				0747		86.875	
2	JR	0730	293	112.536	0.422	0725	22.843				1145		86.875	
3	JR	0730	258	112.958	0.371	1145	22.843		24	1.148	1145		86.875	1.148
4	WD	0730	264	113.329	0.380	1145	22.843		24	1.164	1145		88.023	1.164
5	DB	0730	260	113.709	0.374	1047	22.843				1045		89.187	
6	DB	0730	266	114.083	0.383	1030	22.843				1027		89.187	
7	WD	0730	263	114.466	0.378	0710	22.843				0707		89.187	
8	JR	0730	256	114.844	0.369	0720	22.843				0724		89.187	
9	JR	0730	258	115.213	0.372	0718	22.843				0718		89.187	
10	JR	0730	324	115.585	0.466	0725	22.843				1400		89.187	
11	WD	0730	267	116.051	0.384	1357	22.843		24	1.239	1400		89.187	1.239
12	WD	0730	267	116.435	0.385	1213	22.843				1211		90.426	
13	WD	0730	265	116.820	0.382	1142	22.843				1140		90.426	
14	WD	0730	269	117.202	0.387	0703	22.843				0700		90.426	
15	JR	0730	260	117.589	0.374	0721	22.843				0720		90.426	
16	MS	0730	256	117.963	0.368	0818	22.843				1114		90.426	
17	JR	0730	293	118.331	0.422	1110	22.843		24	1.266	1114		90.426	1.266
18	MS	0730	270	118.753	0.389	1111	22.843		24	1.261	1114		91.692	1.261
19	MS	0730	269	119.142	0.387	1226	22.843				1225		92.953	
20	MS	0730	271	119.529	0.390	1128	22.843				1130		92.953	
21	MS	0730	257	119.919	0.370	0830	22.843				0831		92.953	
22	JR	0730	267	120.289	0.384	1150	22.843				1145		92.953	
23	JR	0730	263	120.673	0.379	1145	22.843		24	1.267	1150		92.953	1.267
24	JR	0730	266	121.052	0.383	0750	22.843		24	1.001	1150		94.220	1.001
25	WD	0730	298	121.435	0.426	1046	22.843		23	0.839	1049		95.221	0.839
26	DB	0730	263	121.861	0.378	1008	22.843				1006		96.060	
27	DB	0730	253	122.239	0.365	1042	22.843				1039		96.060	
28	MS	0730	260	122.604	0.374	0801	22.843				0803		96.060	
29	JR	0730	234	122.978	0.337	1333	22.843				1330		96.060	
30	JR	0730	251	123.316	0.362	1328	22.843		24	0.969	1330		96.060	0.969
31	JR	0730	288	123.677	0.414	1315	22.843		24	0.940	1330		97.029	0.940
Total					11.928					11.094				11.094
Average			267		0.385					1.109				1.109
1	MS	0730		124.091			22.843						97.969	

Influent & Effluent Flows

File Name: Flows, I&E

November 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	MS	0730	265	124.091	0.382	0810	22.843		24	0.929	1330		97.969	0.929
2	JC	0730	258	124.473	0.372	1037	22.843				1037		98.898	
3	JC	0730	260	124.845	0.375	0925	22.843				0925		98.898	
4	MS	0730	256	125.212	0.368	0850	22.843				1145		98.898	
5	JR	0730	247	125.580	0.356	0751	22.843				0752		98.898	
6	JR	0730	251	125.936	0.362	0755	22.843				0844		98.898	
7	MS	0730	281	126.298	0.404	0945	22.843				1322		98.898	
8	MS	0730	252	126.702	0.363	0957	22.843		24	0.979	1039		98.898	0.979
9	WD	0730	260	127.065	0.375	1215	22.843				0932		99.877	
10	WD	0730	251	127.440	0.361	1313	22.843				1149		99.877	
11	WD	0730	253	127.801	0.365	1057	22.843				0752		99.877	
12	JR	0730	256	128.166	0.369	1059	22.843				1146		99.877	
13	JR	0730	251	128.535	0.362	0758	22.843		24	0.977	1146		99.877	0.977
14	JR	0730	283	128.897	0.407	0726	22.843		24	0.962	1146		100.854	0.962
15	MS	0730	260	129.304	0.374	0947	22.843				1216		100.854	
16	DB	0730	254	129.678	0.366	0830	22.843				1314		100.854	
17	DB	0730	245	130.044	0.353	1038	22.843				1057		100.854	
18	MS	0730	252	130.397	0.363	1114	22.843				0756		Calc [1]	
19	JR	0730	255	130.760	0.367	1220	23.605	0.763	24	0.968	1224		101.024	0.205
20	JR	0730	262	131.127	0.378	1224	24.583	0.978	24	0.978	1224		101.024	
21	JR	0730	260	131.505	0.375	1224	25.703	1.120	24	1.120	1224		101.024	
22	MS	0730	249	131.880	0.359	0816	25.703				0815		101.024	
23	MS	0730	257	132.239	0.370	1018	25.703				1019		101.024	
24	MS	0730	234	132.609	0.337	1010	25.703				1012		101.024	
25	MS	0730	243	132.946	0.350	1011	25.703		24	1.086	1012		102.119	1.086
26	JR	0730	240	133.296	0.345	1013	25.703		24	1.136	1012		103.242	1.136
27	JR	0730	253	133.641	0.364	0751	25.703				0750		103.242	
28	MS	0730	244	134.005	0.352	0746	25.703				0815		103.242	
29	JC	0730	245	134.357	0.353	0748	25.703				1010		103.242	
30	JC	0730	252	134.710	0.363	1133	25.703				1009		103.242	
31														
Total					10.990			2.861		9.135				6.274
Average			246		0.366			0.954		1.015				0.896
1	JC	0730	239	135.073	0.344	1008	25.703				1008		103.242	

[1] Found magmeter totalizer off - turned back on - total flow for Nov. 19 was calculated from avg gpm for 5 hours water applied to EFF-001R

Influent & Effluent Flows

File Name: Flows, I&E

December 2013

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JC	0730	239	135.073	0.344	1008	25.703				1008		103.241	
2	MS	0730	247	135.417	0.355	0810	25.703				0810		103.241	
3	JR	0730	251	135.772	0.362	0741	25.703				1100		103.241	
4	JR	0730	242	136.134	0.348	1058	25.703		24	1.191	1100		103.241	1.191
5	JR	0730	246	136.482	0.354	1100	25.703		24	1.181	1100		104.432	1.181
6	MS	0730	263	136.836	0.379	0748	25.703				0751		105.613	
7	DB	0730	256	137.215	0.369	1027	25.703				1030		105.613	
8	DB	0730	239	137.584	0.344	1002	25.703				1005		105.613	
9	MS	0730	256	137.928	0.368	0810	25.703				0813		105.613	
10	JR	0730	242	138.296	0.348	1101	25.703				1100		105.613	
11	JR	0730	232	138.644	0.334	1040	25.703				1040		105.613	
12	JR	0730	231	138.978	0.333	1043	25.703		24	1.168	1040		105.613	1.168
13	MS	0730	237	139.311	0.341	1037	25.703		24	1.160	1038		106.781	1.160
14	MS	0730	235	139.652	0.339	1229	25.703				1228		107.941	
15	MS	0730	227	139.991	0.327	1222	25.703				1213		107.941	
16	WD	0730	248	140.318	0.357	1340	25.703				1343		107.941	
17	JR	0730	233	140.675	0.336	0743	25.703				0740		107.941	
18	JR	0730	222	141.011	0.319	1050	25.703				1055		107.941	
19	JR	0730	237	141.330	0.341	1052	25.703		24	1.178	1055		107.941	1.178
20	WD	0730	224	141.671	0.323	1058	25.703		24	1.176	1055		109.119	1.176
21	WD	0730	223	141.994	0.321	1110	25.703				1113		110.295	
22	WD	0730	225	142.315	0.324	1500	25.703				1505		110.295	
23	MS	0730	235	142.639	0.338	0749	25.703				0751		110.295	
24	WD	0730	234	142.977	0.337	1135	25.703				1139		110.295	
25	DB	0730	190	143.314	0.274	1027	25.703				1009		110.295	
26	JR	0730	236	143.588	0.340	1115	25.703				1117		110.295	
27	MS	0730	239	143.928	0.344	1117	25.703		24	1.182	1119		110.295	1.182
28	JC	0730	242	144.272	0.348	0950	25.703				0950		111.477	
29	JC	0730	235	144.620	0.338	0950	25.703				0948		111.477	
30	MS	0730	248	144.958	0.357	0824	25.703				0823		111.477	
31	WD	0730	211	145.315	0.304	0746	25.703				0746		111.477	
Total					10.546					8.236				8.236
Average			236		0.340					1.177				1.177
1	JC	0730		145.619		0929	25.703						111.477	

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Influent & Effluent Flows

File Name: Flows, I&E

January 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JC	0730	244	145.619	0.352	0929	25.703				1012		111.477	
2	MS	0730	240	145.971	0.345	1014	25.703		24	1.181	1012		111.477	1.181
3	MS	0730	235	146.316	0.338	1000	25.703		24	1.172	0958		112.658	1.172
4	MS	0730	233	146.654	0.335	1007	25.703				1006		113.830	
5	MS	0730	224	146.989	0.323	1030	25.703				1028		113.830	
6	MS	0730	228	147.312	0.328	1140	25.703				1142		113.830	
7	JR	0730	250	147.640	0.360	1140	25.703		24	1.184	1142		113.830	1.184
8	JR	0730	237	148.000	0.341	1128	25.703		24	1.180	1135		115.014	1.180
9	JR	0730	235	148.341	0.339	0748	25.703				0740		116.194	
10	MS	0730	241	148.680	0.347	0801	25.703				0803		116.194	
11	JC	0730	240	149.027	0.346	1030	25.703				1030		116.194	
12	JC	0730	243	149.373	0.350	1045	25.703				1045		116.194	
13	MS	0730	260	149.723	0.375	0836	25.703				0838		116.194	
14	JR	0730	231	150.098	0.333	0743	25.703				0743		116.194	
15	JR	0730	238	150.431	0.343	1148	25.703		24	1.195	1153		116.194	1.195
16	JR	0730	232	150.774	0.334	1135	25.703		24	1.188	1139		117.389	1.188
17	MS	0730	241	151.108	0.347	0750	25.703				0752		118.577	
18	DB	0730	235	151.455	0.339	1028	25.703				1029		118.577	
19	DB	0730	231	151.794	0.332	1115	25.703				1113		118.577	
20	DB	0730	249	152.126	0.358	1050	25.703				1051		118.577	
21	JR	0730	230	152.484	0.331	0740	25.703				0740		118.577	
22	MS	0730	240	152.815	0.346	1056	25.703		24	1.188	1100		118.577	1.188
23	MS	0730	241	153.161	0.347	1103	25.703		24	1.176	1100		119.765	1.176
24	WD	0730	236	153.508	0.340	0920	25.703				0918		120.941	
25	WD	0730	244	153.848	0.351	1000	25.703				1000		120.941	
26	WD	0730	242	154.199	0.348	1004	25.703				1004		120.941	
27	MS	0730	233	154.547	0.335	0749	25.703				0752		120.941	
28	JR	0730	231	154.882	0.333	0745	25.703				0742		120.941	
29	MS	0730	230	155.215	0.331	0742	25.703				0745		120.941	
30	JR	0730	224	155.546	0.323	0747	25.703				0745		120.941	
31	MS	0730	233	155.869	0.336	0802	25.703				0801		120.941	
Total					10.586					9.464				9.464
Average			237		0.341					1.183				1.183
1	MS	0730		156.205		1100	25.703				1102		120.941	

Influent & Effluent Flows

File Name: Flows, I&E

February 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd									
1	MS	0730	236	156.205	0.340	1100	25.703				1102		120.941	
2	MS	0730	225	156.545	0.324	1124	25.703				1128		120.941	
3	WD	0730	239	156.869	0.344	0903	25.703				0904		120.941	
4	JR	0730	219	157.213	0.316	0745	25.703				0741		120.941	
5	MS	0730	254	157.529	0.366	0758	25.703				0800		120.941	
6	JR	0730	253	157.895	0.364	0740	25.703				0742		120.941	
7	MS	0730	399	158.259	0.574	0808	25.703				0809		120.941	
8	JC	0730	1228	158.833	1.768	1135	25.703				1135		120.941	
9	JC	0730	1287	160.601	1.853	1000	25.703				1000		120.941	
10	MS	0730	790	162.454	1.138	0808	25.703				0810		120.941	
11	JR	0730	596	163.592	0.858	1404	25.703	1.194	24	1.194	1400		120.941	
12	MS	0730	531	164.450	0.765	1404	26.897	1.234	24	1.234	1403		120.941	
13	JR	0730	460	165.215	0.662	1404	28.131	1.221	24	1.221	1406		120.941	
14	WD	0730	426	165.877	0.614	1404	29.352	1.138	24	1.138	0407		120.941	
15	WD	0730	389	166.491	0.560	1004	30.490				1035		120.941	
16	WD	0730	369	167.051	0.531	1258	30.490				1210		120.941	
17	WD	0730	358	167.582	0.515	1113	30.490				1043		120.941	
18	JR	0730	324	168.097	0.467	0750	30.490				0749		120.941	
19	MS	0730	314	168.564	0.452	0817	30.490				0819		120.941	
20	JR	0730	343	169.016	0.494	0741	30.490				0740		120.941	
21	MS	0730	303	169.510	0.436	0756	30.490				0758		120.941	
22	DB	0730	288	169.946	0.414	1014	30.490				1018		120.941	
23	DB	0730	273	170.360	0.393	1042	30.490				1045		120.941	
24	MS	0730	276	170.753	0.398	0758	30.490				0803		120.941	
25	WD	0730	272	171.151	0.392	0805	30.490				0803		120.941	
26	MS	0730	422	171.543	0.607	0750	30.490				0754		120.941	
27	JR	0730	497	172.150	0.715	1145	31.624	1.134	24	1.134	1140		120.941	
28	MS	0730	876	172.865	1.262	1145	32.758	1.134	24	1.134	1148		120.941	
29		0730												
30		0730												
31		0730												
Total					17.922			7.055		7.055				
Average			401		0.640			1.176		1.176				
1	MS	0730		174.127	1.045	1145	33.899	1.141					120.941	

Influent & Effluent Flows

File Name: Flows, I&E

March 2014

City of St. Helena Waste Water Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	MS	0730	726	174.127	1.045	1145	32.758	1.141	24	1.141	1146		120.941	
2	MS	0730	592	175.172	0.852	1145	33.899	1.126	24	1.126	1110		120.941	
3	MS	0730	590	176.024	0.849	1145	35.025	1.120	24	1.120	1143		120.941	
4	JR	0730	568	176.873	0.818	1145	36.145	1.120	24	1.120	1150		120.941	
5	MS	0730	563	177.691	0.811	1145	37.266	1.090	24	1.090	1147		120.941	
6	MS	0730	575	178.502	0.828	1145	38.355	1.098	24	1.098	1146		120.941	
7	MS	0730	511	179.330	0.736	0936	39.453				0935		120.941	
8	JC	0730	471	180.066	0.678	1030	39.453				1030		120.941	
9	JC	0730	436	180.744	0.628	1100	39.453				1100		120.941	
10	MS	0730	422	181.372	0.608	0853	39.453				0855	1874	120.941	2.687
11	JR	0730	387	181.980	0.557	0743	39.453				0847	1838	123.628	2.646
12	MS	0730	378	182.537	0.545	1100	39.453				1102		126.274	
13	JR	0730	372	183.082	0.536	0708	39.453		24	1.789	1102	1242	126.274	1.789
14	WD	0730	357	183.618	0.514	1050	39.453		24	1.786	1051	1239	128.063	1.786
15	WD	0730	339	184.132	0.488	0930	39.453				0930		129.849	
16	WD	0730	324	184.620	0.467	1200	39.453				1200		129.849	
17	MS	0730	330	185.087	0.475	0752	39.453				0754		129.849	
18	JR	0730	310	185.562	0.446	0745	39.453				0742		129.849	
19	WD	0730	306	186.008	0.441	0855	39.453				1112		129.849	
20	JR	0730	293	186.449	0.422	1112	39.453		24	1.797	1112	1248	129.849	1.797
21	MS	0730	292	186.871	0.421	0801	39.453				0800		131.646	
22	DB	0730	285	187.292	0.410	0950	39.453				0958		131.646	
23	DB	0730	279	187.702	0.402	1051	39.453				1056		131.646	
24	MS	0730	265	188.104	0.382	0853	39.453				0855		131.646	
25	MS	0730	288	188.486	0.414	0900	39.453				0903		131.646	
26	WD	0730	326	188.900	0.470	0740	39.453				0740		131.646	
27	MS	0730	303	189.370	0.437	0814	39.453				1120		131.646	
28	MS	0730	304	189.807	0.438	1122	39.453		24	1.816	1120	1261	131.646	1.816
29	MS	0730	505	190.245	0.727	1224	39.453				1119		133.462	
30	MS	0730	424	190.972	0.610	1120	39.453	2.235	23	2.235	1121		133.462	
31	MS	0730	575	191.582	0.828	0758	41.688				0802		133.462	
Total					18.283			8.930		16.118				12.521
Average			410		0.590			1.276		1.465				2.087
1	JR	0730		192.410		0740	41.688				0742		133.462	

Influent & Effluent Flows

File Name: Flows, I&E

April 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	843	192.410	1.214	1101	41.688						133.462	
2	MS	0730	722	193.624	1.039	1101	44.026	2.338	24	2.338	1105		133.462	
3	JR	0730	606	194.663	0.873	1101	46.354	2.328	24	2.328	1107		133.462	
4	MS	0730	565	195.536	0.814	1100	48.669	2.315	24	2.315	1100		133.462	
5	WD	0730	510	196.350	0.735	1000	48.669				1000		133.462	
6	WD	0730	460	197.085	0.662	1300	48.669				1300		133.462	3.496
7	MS	0730	427	197.747	0.615	0747	48.669				0750		136.958	
8	JR	0730	418	198.362	0.602	0744	48.669				0745		136.958	
9	MS	0730	385	198.964	0.555	0955	48.669				0759		136.958	
10	JR	0730	367	199.519	0.528	1058	48.669				1100		136.958	
11	MS	0730	368	200.047	0.530	1053	48.669		24	1.795	1050		138.753	1.795
12	DB	0730	350	200.577	0.504	1100	48.669				1108		140.548	
13	DB	0730	323	201.081	0.465	1056	48.669				1059		140.548	
14	MS	0730	332	201.546	0.478	0802	48.669				0805		138.753	2.044
15	JR	0730	306	202.024	0.441	0805	48.669				0805		140.797	
16	JR	0730	308	202.465	0.443	0750	48.669				0740		140.797	
17	JR	0730	294	202.908	0.424	0742	48.669		24	1.801	1134		140.797	
18	MS	0730	290	203.332	0.418	1130	48.669				1133		142.598	1.801
19	JC	0730	284	203.750	0.409	1020	48.669				1020		144.399	
20	JC	0730	274	204.159	0.394	1010	48.669				1010		144.399	
21	MS	0730	278	204.553	0.401	0827	48.669				1115		144.399	
22	JR	0730	272	204.954	0.392	1109	48.669		24	1.799	1111		144.397	1.799
23	JR	0730	262	205.346	0.377	1215	48.669				1201		146.196	
24	JR	0730	268	205.723	0.386	0746	48.669				0745		146.196	
25	MS	0730	282	206.109	0.406	0808	48.669				0810		144.397	
26	MS	0730	281	206.515	0.405	1139	48.669				1138		144.397	
27	MS	0730	264	206.920	0.380	0930	48.669				0929		144.397	
28	MS	0730	267	207.300	0.385	0745	48.669				0746		146.166	1.767 [1]
29	JR	0730	268	207.685	0.386	0808	48.669				0808		146.166	1.858 [1]
30	MS	0730	264	208.071	0.380	0823	48.669				0826		146.166	3.044 [1]
31														
Total					16.041			6.981		12.376				17.604
Average			359		0.535			2.327		2.063				2.201
1	MS	0730		208.451		0958	48.669	1.944	22.5	2.286	1100		14.166	

[1] Flow calculation from SCADA GPM - totalizer stopped

Influent & Effluent Flows

File Name: Flows, I&E

May 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd *		gpm	mg	mgd *
1	MS	0730	256	208.451	0.368	0958	48.669	1.944	22.5	1.944	1100	1911	146.166	0.665
2	MS	0730	276	208.819	0.398	0750					0751			
3	JC	0730	267	209.217	0.385	1055					1055			
4	JC	0730	263	209.602	0.378	1055					1055			
5	MS	0730	265	209.980	0.381	0840					0844	1915		2.895
6	JR	0730	261	210.361	0.376	1006					1003			
7	MS	0730	257	210.737	0.370	1143					0756			
8	JR	0730	259	211.107	0.373	1143		2.078	24	2.078	1137			
9	MS	0730	258	211.480	0.372	1143		2.074	24	2.074	1140			
10	WD	0730	263	211.852	0.378	1238					1240			
11	WD	0730	257	212.230	0.370	1212					1216			
12	MS	0730	285	212.600	0.410	0750					0748			
13	JR	0730	252	213.010	0.363	0747					0750			
14	MS	0730	247	213.373	0.356	1510					1440	1932		3.280
15	JR	0730	260	213.729	0.374	1510		2.016	24	2.016	1507			
16	MS	0730	261	214.103	0.376	1205		1.776	21	1.776	1208			
17	DB	0730	260	214.479	0.375	1128					1133			
18	DB	0730	259	214.854	0.373	1039					1042			
19	MS	0730	290	215.227	0.417	1115					0814	1913		2.755
20	JR	0730	265	215.644	0.381	1115		2.021		2.021	0814	1898		2.733
21	WD	0730	253	216.025	0.364	1115		1.584		1.584	0814	1733		2.610
22	WD	0730	257	216.389	0.370	1113		1.173		1.173	0720			
23	WD	0730	269	216.759	0.388	0734					0734			
24	WD	0730	263	217.147	0.379	1215					1215			
25	WD	0730	255	217.526	0.367	1146					1146			
26	WD	0730	269	217.893	0.388	1045					1045			
27	JR	0730	291	218.281	0.419	0744					0747			
28	MS	0730	257	218.700	0.370	1100					1000			
29	JR	0730	253	219.070	0.364	1100		1.899	24	1.899	1108	1966		2.961
30	MS	0730	256	219.434	0.368	0750					0749			
31	DB	0730	258	219.802	0.371	1048					1049			
Total					11.722			16.565		16.565				17.899
Average			263		0.378			1.841		1.841				2.557
1	DB	0730		220.173		1055	48.669				1057		14.166	

* Calculated - pump run hours x SCADA average flow trend

Influent & Effluent Flows

File Name: Flows, I&E

June 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd *		gpm	mg	mgd *
1	DB	0730	251	220.173	0.361	1052	48.669				1057		146.166	
2	MS	0730	300	220.534	0.432	0750	48.669				0748		146.166	
3	JR	0730	257	220.966	0.370	0741	48.669				1055		146.166	
4	JR	0730	257	221.336	0.370	1118	48.669				1055		146.166	
5	JR	0730	252	221.706	0.363	1117	48.669	1.791	24	1.791	0745	1921	146.166	0.991
6	MS	0730	258	222.069	0.372	0723	48.669				0724		146.166	
7	WD	0730	253	222.441	0.365	1135	48.669				1135		146.166	
8	WD	0730	236	222.806	0.340	1150	48.669	2.078	24	2.078	1150		146.166	
9	MS	0730	251	223.146	0.361	0925	48.669				0923		146.166	
10	JR	0730	259	223.507	0.373	0939	48.669				0939		146.166	
11	JR	0730	254	223.880	0.366	1100	48.669				1100		146.166	
12	JR	0730	248	224.246	0.357	1100	48.669	1.798	24	1.798	0939		146.166	
13	JR	0730	276	224.603	0.398	0940	48.669	1.689	22.7	1.689	0737		146.166	
14	JC	0730	256	225.001	0.368	1055	48.669				1055		146.166	
15	JC	0730	253	225.369	0.365	1030	48.669				1030		146.166	
16	WD	0730	255	225.731	0.367	0715	48.669				0718		146.166	
17	WD	0730	248	226.098	0.357	1012	48.669				1015	1938	146.166	0.872
18	MS	0730	239	226.455	0.344	1122	48.669				1042		146.166	
19	MS	0730	240	226.799	0.345	0805	48.669				0814		146.166	
20	MS	0730	281	227.144	0.404	0753	48.669				0755		146.166	
21	WD	0730	247	227.548	0.356	1248	48.669				1248		146.166	
22	WD	0730	238	227.904	0.342	1049	48.669				1049		146.166	
23	MS	0730	240	228.231	0.345	1212	48.669				0758		146.166	
24	WD	0730	244	228.576	0.351	1212	48.669	1.788	24	1.788	1200		146.166	
25	JR	0730	237	228.927	0.341	1212	48.669	1.789	24	1.789	1205		146.166	
26	JR	0730	236	229.268	0.340	1131	48.669				1130	1986	146.166	0.477
27	JR	0730	288	229.608	0.415	0745	48.669				0743		146.166	
28	JC	0730	244	230.023	0.352	1141	48.669				1138		146.166	
29	JC	0730	234	230.375	0.337	1122	48.669				1120		146.166	
30	JR	0730	247	230.712	0.355	0611	48.669				0607		146.166	
31														
Total					10.912			10.933		10.933				2.340
Average			244		0.352			0.683		0.683				0.260
1	DB	0730		220.173		1055	48.669				0649		146.166	

* Calculated - pump run hours x SCADA average flow trend

Influent & Effluent Flows

File Name: Flows, I&E

July 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg *	mgd		mgd		gpm	mg	mgd
1	DB	0730	227	231.067	0.327	0648	48.669				0649		146.166	
2	JR	0730	239	231.394	0.344	1145	48.669				1146		146.166	
3	JR	0730	278	231.738	0.400	1145	48.669	1.872	24	1.872	0705	1941	146.166	0.606
4	WD	0730	239	232.138	0.344	1150	48.669				1151		146.772	
5	WD	0730	271	232.482	0.390	1153	48.669				1154		146.772	
6	WD	0730	247	232.872	0.356	1151	48.669				1152		146.772	
7	JR	0730	231	233.228	0.332	0746	48.669				0743		146.772	
8	JR	0730	237	233.560	0.341	0742	48.669				0743		146.772	
9	JR	0730	231	233.901	0.333	0740	48.669				0741		146.772	
10	JR	0730	270	234.234	0.389	1110	48.669	1.877	24	1.877	1111		146.772	
11	JR	0730	251	234.623	0.361	0743	48.669				0752	1983	146.772	0.646
12	DB	0730	256	234.984	0.368	1440	48.669				1442		147.418	
13	DB	0730	252	235.352	0.363	1111	48.669				1128		147.418	
14	JR	0730	239	235.715	0.344	0743	48.669				0744		147.418	
15	JR	0730	255	236.059	0.367	0743	48.669				0744		147.418	
16	JR	0730	230	236.426	0.331	0745	48.669	1.869	24	1.869	0746		147.418	
17	JR	0730	268	236.757	0.386	0717	48.669				0718		147.418	
18	JR	0730	244	237.143	0.352	0746	48.669				0747	2000	147.418	0.480
19	MS	0730	237	237.495	0.341	1145	48.669				1146		147.898	
20	MS	0730	231	237.836	0.333	1115	48.669				1117		147.898	
21	MS	0730	239	238.169	0.344	1110	48.669				0804		147.898	
22	JR	0730	233	238.513	0.335	0741	48.669				0742		147.898	
23	JR	0730	229	238.848	0.330	1028	48.669				1029		147.898	
24	JR	0730	228	239.178	0.329	1028	48.669	1.880	24	1.880	1029		147.898	
25	JR	0730	270	239.507	0.389	0741	48.669				0812	1979	147.898	0.475
26	JC	0730	237	239.896	0.341	1030	48.669				1030		148.373	
27	JC	0730	219	240.237	0.316	1100	48.669				1100		148.373	
28	JR	0730	233	240.553	0.335	0742	48.669				0743		148.373	
29	JR	0730	222	240.888	0.320	0742	48.669				0743		148.373	
30	JR	0730	224	241.208	0.322	1045	48.669				0746		148.373	
31	JR	0730	269	241.530	0.388	1045	48.669	1.865	24	1.865	0746		148.373	
Total					10.851			9.363		9.363				2.207
Average			243		0.350			1.873		1.873				0.552
1	JR	0730		241.918			48.669				1055		148.373	

* Flows calculated - Magmeter bypassed while new 100 hp pump is being installed

Influent & Effluent Flows

File Name: Flows, I&E

August 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	248	241.918	0.357	0731	48.669	1.857	24	1.857	1055		145.555	
2	MS	0730	226	242.275	0.326	1128	50.526				1130		145.555	
3	MS	0730	238	242.601	0.342	1131	50.526				1132		145.555	
4	JR	0730	243	242.932	0.350	0745	50.526				0746		145.555	
5	JR	0730	238	243.282	0.342	0741	50.526				0740		145.555	
6	JR	0730	238	243.624	0.343	0743	50.526				0744		145.555	
7	JR	0730	267	243.967	0.384	0731	50.526				0752		145.555	
8	MS	0730	253	244.351	0.365	0731	50.526				0746		145.555	
9	JC	0730	240	244.716	0.346	1015	50.526				1015		145.555	
10	JC	0730	228	245.062	0.328	1210	50.526				1210		145.555	
11	JR	0730	242	245.378	0.348	0731	50.526				0752		145.555	0.589
12	JR	0730	237	245.726	0.341	0731	50.526				0755		146.144	
13	JR	0730	233	246.067	0.336	0752	50.526	1.872		1.872	0747		146.144	
14	JR	0730	273	246.403	0.393	0748	52.398	1.863		1.863	0744		146.144	
15	JR	0730	247	246.796	0.355	0805	54.261				0804		146.144	
16	WD	0730	247	247.151	0.356	1238	54.261				1150		146.144	
17	WD	0730	243	247.507	0.350	1311	54.261				1146		146.144	
18	JR	0730	249	247.845	0.359	0731	54.261				0748		146.144	
19	JR	0730	242	248.204	0.348	0744	54.261				0740		146.144	
20	JR	0730	242	248.552	0.349	0745	54.261				0942		146.144	2.863
21	JR	0730	269	248.901	0.387	0731	54.261				0815		149.007	
22	JR	0730	251	249.288	0.361	0731	54.261				0742		149.007	
23	DB	0730	271	249.649	0.390	1118	54.261				1032		149.007	
24	DB	0730	213	250.039	0.306	1123	54.261				1038		149.007	
25	JR	0730	588	250.337	0.378	0740	54.261				0746		149.007	
26	JR	0730	247	250.715	0.356	0731	54.261				0745		149.007	
27	JR	0730	238	251.071	0.342	0746	54.261				0747		149.007	
28	JR	0730	226	251.413	0.326	0747	54.261				0748		149.007	2.931
29	JR	0730	280	251.739	0.403	1200	54.261				1155		151.938	
30	JC	0730	240	252.142	0.346	1215	54.261				1230		151.938	
31	JC	0730	242	252.488	0.349	1112	54.261				1112		151.938	
Total					10.962			5.592		5.592				6.383
Average			256		0.354			1.864		1.864				2.128
1	JC	0730		252.837		1117	54.261				1118		151.938	

Influent & Effluent Flows

File Name: Flows, I&E

September 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow mgd	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd							gpm	mg	mgd
1	JC	0730	233	252.837	0.336	1120	48.669				1120		151.938	
2	JR	0730	233	253.173	0.335	0743	48.669				1032		151.938	
3	JR	0730	224	253.508	0.322	0744	48.669				0745		151.938	
4	JR	0730	237	253.830	0.341	0748	48.669				0746		151.938	
5	JR	0730	254	254.171	0.366	0747	48.669				0746		151.938	
6	WD	0730	247	254.537	0.355	1400	48.669				1400		151.938	
7	WD	0730	251	254.892	0.362	1300	48.669				1300		151.938	0.088
8	JR	0730	228	255.254	0.328	0746	48.669				0745	1990	152.026	0.828
9	JR	0730	228	255.582	0.329	0747	48.669				0746		152.854	
10	JR	0730	239	255.911	0.344	0745	48.669				0740		152.854	
11	JR	0730	265	256.255	0.382	0746	48.669				0746		152.854	
12	JR	0730	242	256.637	0.348	0744	48.669				0744		152.854	
13	DB	0730	244	256.985	0.351	1057	48.669				1058		152.854	
14	DB	0730	238	257.336	0.343	0747	48.669				0748		152.854	
15	JR	0730	245	257.679	0.353	0745	48.669				0744		152.854	
16	JR	0730	267	258.032	0.385	0750	48.669				0742		152.854	
17	JR	0730	231	258.417	0.333	0744	48.669		24	1.519	0745		152.854	
18	JR	0730	252	258.750	0.363	0746	48.669				0744		152.854	
19	JR	0730	262	259.113	0.377	1209	48.669				0752		152.854	
20	MS	0730	240	259.490	0.346	1203	48.669				1212		152.854	
21	MS	0730	251	259.836	0.362	0745	48.669				1202		152.854	
22	JR	0730	231	260.198	0.333	0745	48.669				0743		152.854	
23	JR	0730	230	260.531	0.331	0745	48.669				0744		152.854	
24	JR	0730	248	260.862	0.357	0746	48.669				0742		152.854	
25	JR	0730	264	261.219	0.380	0745	48.669				0747		152.854	
26	JR	0730	242	261.599	0.348	0747	48.669		23.8	1.503	0745		152.854	
27	WD	0730	238	261.947	0.342	1227	48.669				1228		152.854	
28	WD	0730	241	262.289	0.347	1057	48.669				1058		152.854	
29	JR	0730	242	262.636	0.348	0746	48.669				0747		152.854	
30	JR	0730	230	262.984	0.331	0745	48.669				0744		152.854	
31													152.854	
Total					10.478					3.022				0.916
Average			243		0.349					1.511				0.458
1	JR	0730		263.315		0745	48.669				0743		152.854	

Influent & Effluent Flows

File Name: Flows, I&E

October 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	590	263.315	0.337	0745	48.669				0743		152.854	
2	JR	0730	262	263.652	0.377	0744	48.669				0744		152.854	
3	JR	0730	253	264.029	0.364	0745	48.669		24	1.520	0742		152.854	
4	DB	0730	240	264.393	0.346	1112	48.669				1119		152.854	
5	DB	0730	236	264.739	0.340	1123	48.669				1127		152.854	
6	JR	0730	237	265.079	0.341	0746	48.669				0744		152.854	
7	JR	0730	227	265.420	0.327	0747	48.669				0743		152.854	
8	JR	0730	238	265.747	0.343	0744	48.669				0743		152.854	
9	JR	0730	268	266.090	0.386	0954	48.669		24	1.519	0953		152.854	
10	JR	0730	237	266.476	0.341	0746	48.669				0747		152.854	
11	MS	0730	240	266.817	0.346	1124	48.669				1125		152.854	
12	MS	0730	241	267.163	0.347	1209	48.669				1210		152.854	
13	MS	0730	240	267.510	0.345	0828	48.669				0831		152.854	
14	JR	0730	234	267.855	0.337	0742	48.669				0740		152.854	
15	JR	0730	227	268.192	0.327	0749	48.669				0746		152.854	
16	JR	0730	270	268.519	0.389	0741	48.669				0741		152.854	
17	JR	0730	237	268.908	0.341	0740	48.669		24	2.016	1233		152.854	
18	JC	0730	247	269.249	0.356	1120	48.669				1120		152.854	
19	JC	0730	244	269.605	0.352	1100	48.669				1100		152.854	
20	JR	0730	243	269.957	0.350	0742	48.669				0741		152.854	
21	JR	0730	235	270.307	0.338	0742	48.669				0739		152.854	
22	JR	0730	231	270.645	0.333	0742	48.669				0741		152.854	
23	JR	0730	236	270.978	0.340	0743	48.669		24	2.009	0742		152.854	
24	JR	0730	265	271.318	0.381	0744	48.669				0743		152.854	
25	DB	0730	240	271.699	0.346	1408	48.669				1351		152.854	
26	DB	0730	240	272.045	0.345	1135	48.669				1149		152.854	
27	JR	0730	231	272.390	0.332	0745	48.669				0744		152.854	
28	JR	0730	238	272.722	0.342	0739	48.669				0741		152.854	
29	JR	0730	224	273.064	0.322	0742	48.669				0743		152.854	
30	JR	0730	266	273.386	0.383	0743	48.669		24	2.012	0742		152.854	
31	JR	0730	242	273.769	0.348	0741	48.669				0739		152.854	
Total					10.802					9.076				
Average			253		0.348					1.815				
1	WD	0730		274.117			48.669						152.854	

Influent & Effluent Flows

File Name: Flows, I&E

November 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd									
1	WD	0730	231	274.117	0.332	1125	48.669				1125		152.854	
2	WD	0730	241	274.449	0.347	1140	48.669				1140		152.854	
3	JR	0730	236	274.796	0.340	0743	48.669				0740		152.854	
4	JR	0730	226	275.136	0.326	0742	48.669		24	1.803	0741		152.854	
5	JR	0730	233	275.462	0.335	0741	48.669		24	1.802	0740		152.854	
6	MS	0730	231	275.797	0.332	0750	48.669				0754		152.854	
7	JR	0730	235	276.129	0.339	1338	48.669				0743		152.854	0.535
8	MS	0730	256	276.468	0.368	1410	48.669				1409		153.389	
9	MS	0730	251	276.836	0.361	0744	48.669				0742		153.389	
10	JR	0730	233	277.197	0.335	0742	48.669		24	1.801	0740		153.389	
11	JR	0730	209	277.532	0.301	0740	48.669				0738		153.389	
12	JR	0730	232	277.833	0.334	0750	48.669				0747		153.389	
13	JR	0730	230	278.167	0.331	0751	48.669				0757		153.389	
14	MS	0730	231	278.498	0.333	0748	48.669				0747		153.389	
15	DB	0730	251	278.831	0.362	1010	48.669				1008		153.389	
16	DB	0730	235	279.193	0.339	1009	48.669				1006		153.389	
17	JR	0730	231	279.532	0.332	0744	48.669				0743		153.389	
18	JR	0730	271	279.864	0.390	0743	48.669				0742		153.389	
19	JR	0730	239	280.254	0.344	0742	48.669				0740		153.389	
20	JR	0730	242	280.598	0.349	0744	48.669				0743		153.389	
21	JR	0730	247	280.947	0.355	0741	48.669				0740		153.389	
22	JC	0730	271	281.302	0.390	1025	48.669				1028		153.389	
23	JC	0730	240	281.692	0.346	1130	48.669				1130		153.389	
24	JR	0730	236	282.038	0.340	0743	48.669				0741		153.389	2.730
25	JR	0730	249	282.378	0.358	0742	48.669				1138		156.119	3.243
26	JR	0730	248	282.736	0.357	0746	48.669		24	1.814	0748		159.362	2.705
27	JC	0730	228	283.093	0.328	1145	48.669		24	1.813	1145		162.067	0.491
28	WD	0730	244	283.421	0.352	1201	48.669				1205		162.558	
29	WD	0730	273	283.773	0.393	1128	48.669				1133		162.558	
30	WD	0730	269	284.166	0.387	1208	48.669				1210		162.558	
31		0730		284.553			48.669						162.558	
Total					10.436					9.033				9.704
Average			242		0.348					1.807				1.941
1	WD	0730		284.553		0846	48.669				0850		162.558	

Influent & Effluent Flows

File Name: Flows, I&E

December 2014

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			EFF-001D		RECLAIMED: EFF-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	WD	0730	259	284.555	0.373	0846	48.669				0850		162.558	
2	JR	0730	442	284.928	0.637	0740	48.669				0742		162.558	
3	JR	0730	584	285.565	0.841	0739	48.669				1111		162.558	
4	JR	0730	392	286.406	0.564	0745	48.669	1.810	24	1.810	1115		162.558	
5	JR	0730	478	286.970	0.689	0737	48.669	1.812	24	1.812	1115		162.558	
6	MS	0730	448	287.659	0.645	1048	48.669				1050		162.558	
7	MS	0730	376	288.304	0.541	1212	48.669				1213		162.558	0.023
8	JR	0730	342	288.845	0.493	0741	48.669	1.813	24	1.813	0740		162.581	2.840
9	JR	0730	315	289.338	0.453	0743	48.669	1.811	24	1.811	1151		165.421	2.920
10	JR	0730	549	289.791	0.791	0731	48.669	1.812	24	1.812	1603		168.341	0.888
11	JR	0730	2080	290.582	2.995	0731	48.669	1.814	24	1.814	0850		169.229	
12	JR	0730	919	293.577	1.323	0734	48.669	1.813	24	1.813	0734		169.229	
13	MS	0730	824	294.900	1.186	1147	48.669	1.811	24	1.811	1150		169.229	
14	MS	0730	1412	296.086	2.048	1135	48.669				1137		169.229	
15	JR	0730	1390	298.119	2.033	0743	48.669	1.813	24	1.813	0743		169.229	
16	JR	0730	1160	300.121	2.002	1145	48.669	1.736	23	1.736	0743		169.229	
17	JR	0730	1000	301.792	1.671	1145	50.405	2.168	24	2.168	0739		169.229	
18	MS	0730	1251	303.232	1.440	1145	52.573	2.189	24	2.189	1140		169.229	
19	MS	0730	925	305.033	1.801	1145	54.762	2.181	24	2.181	0758		169.229	
20	JR	0730	767	306.365	1.332	1145	56.943	2.171	24	2.171	0748		169.229	
21	JC	0730	682	307.469	1.104	1145	59.114	2.169	24	2.169	1106		169.229	
22	JR	0730	682	308.451	0.982	1145	61.283	2.186	24	2.186	0736		169.229	
23	JR	0730	617	309.339	0.888	0743	63.469				0742		169.229	
24	JR	0730	551	310.133	0.794	0743	63.469				0742		169.229	
25	DB	0730	483	310.829	0.696	0744	63.469				1037		169.229	
26	JC	0730	479	311.519	0.690	1000	63.469				1040		169.229	
27	JC	0730	458	312.178	0.659	1210	63.469				1210		169.229	
28	JC	0730	429	312.796	0.618	1110	63.469				1110		169.229	
29	JR	0730	351	313.302	0.506	0746	63.469				1203		169.229	1.652
30	JR	0730	386	313.858	0.556	0741	63.469		24	2.186	1203		170.881	2.007
31	JR	0730	417	314.459	0.601	0740	63.469		24	2.181	1203		172.888	0.934
Total					31.952			31.109		35.476				11.264
Average			692		1.031			1.944		1.971				1.609
1	WD	0730		315.060		1055	63.469				1057		173.822	

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Influent & Effluent Flows

File Name: Flows, I&E

January 2015

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	WD	0730	371	316.536	0.534	1055	61.756				1057		173.822	
2	JR	0730	363	317.070	0.522	0902	61.756				0901		173.822	
3	DB	0730	345	317.592	0.497	1055	61.756				1028		173.822	
4	DB	0730	337	318.089	0.485	0958	61.756				1057		173.822	
5	JR	0730	338	318.574	0.487	0741	61.756				0740		173.822	
6	JR	0730	313	319.061	0.451	0743	61.756				0742		173.822	0.037 [1]
7	JR	0730	302	319.512	0.435	0742	61.756				0740	1799	173.859	2.591
8	JR	0730	297	319.947	0.428	0740	61.756				0921	1510	176.450	2.174
9	JR	0730	290	320.375	0.417	0742	61.756				0741	2192	178.624	0.325
10	JC	0730	285	320.792	0.411	1015	61.756				1015		178.949	
11	JC	0730	277	321.203	0.399	1045	61.756				1045		178.949	
12	JR	0730	292	321.602	0.420	0742	61.756				0741		178.949	
13	JR	0730	280	322.022	0.403	0742	61.756				0741		178.949	
14	JR	0730	276	322.425	0.398	0742	61.756				0741	2188	178.949	0.457
15	MS	0730	274	322.823	0.394	1108	61.756	2.358			1107	2191	179.406	0.327
16	JR	0730	274	323.217	0.395	0743	64.114				0742		179.733	
17	MS	0730	290	323.612	0.417	1044	64.114				1040	2189	179.733	0.140
18	MS	0730	274	324.029	0.394	1040	64.114				1046	2190	179.873	0.275
19	MS	0730	274	324.423	0.395	1102	64.114				1100	2186	180.148	0.162
20	JR	0730	272	324.818	0.391	0744	64.114				0743	2188	180.310	0.153
21	JR	0730	264	325.209	0.380	0740	64.114	2.607			0738	2187	180.463	0.185
22	JR	0730	287	325.589	0.413	0743	66.721				0742	2190	180.648	0.186
23	JR	0730	268	326.002	0.386	0743	66.721				0742	2188	180.834	0.320
24	WD	0730	264	326.388	0.380	1050	66.721				1055	2190	181.154	0.055
25	WD	0730	249	326.768	0.358	0952	66.721				0937	2186	181.209	0.168
26	JR	0730	279	327.126	0.402	0739	66.721				0739	2185	181.377	0.204
27	JR	0730	256	327.528	0.369	0744	66.721	2.750			0743	2188	181.581	0.181
28	JR	0730	253	327.897	0.365	0742	69.471				0741	2189	181.762	0.116
29	WD	0730	251	328.262	0.362	0811	69.471				0810	2191	181.878	0.361
30	JR	0730	264	328.624	0.380	0741	69.471				0740	2192	182.239	0.471
31	JC	0730	257	329.004	0.370	1150	69.471				1150	1946	182.710	0.238
Total					12.838			7.715						9.116
Average			288		0.414			2.572						0.434
1	JC	0730	421	329.374		1260	69.471				1200		182.948	

[1] 100 hp Pump start up - First time run since installation completed - See Documents/Equipment/100 hp BJ start up

Influent & Effluent Flows

File Name: Flows_I&E

February 2015

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JC	0730	253	329.374	0.364	1200	69.471				1200	1953	182.948	0.236
2	JR	0730	256	329.738	0.368	0818	69.471				0817	1949	183.184	0.235
3	JR	0730	252	330.106	0.363	0745	69.471				0744	1920	183.419	0.230
4	MS	0730	246	330.469	0.354	0822	69.471				0826	1917	183.649	0.231
5	MS	0730	262	330.823	0.377	0756	69.471				0759	1919	183.880	0.230
6	MS	0730	726	331.200	1.045	0750	69.471				0756		184.110	
7	MS	0730	682	332.245	0.982	1256	69.471				1258		184.110	
8	MS	0730	1085	333.227	1.562	1303	69.471	2.905	24	2.905	1305		184.110	
9	JR	0730	1076	334.789	1.549	0745	72.376	2.260	24	2.260	0743		184.110	
10	JR	0730	785	336.338	1.131	0749	74.636	2.896	24	2.896	0748		184.110	
11	JR	0730	663	337.469	0.955	0751	77.532	2.787	24	2.787	0750		184.110	
12	MS	0730	585	338.424	0.843	0752	80.319				0754		184.110	
13	JR	0730	538	339.267	0.774	0749	80.319				0745	1196	184.110	0.311
14	DB	0730	507	340.041	0.730	1009	80.319				1013	1193	184.421	0.303
15	DB	0730	462	340.771	0.665	1016	80.319				1018	1192	184.724	0.317
16	DB	0730	444	341.436	0.639	1045	80.319				1052	1188	185.041	0.203
17	JR	0730	411	342.075	0.592	0747	80.319				0746	1190	185.244	0.282
18	JR	0730	383	342.667	0.551	0747	80.319				0746	1296	185.526	0.312
19	JR	0730	360	343.218	0.518	0746	80.319				0745	1295	185.838	0.319
20	JR	0730	378	343.736	0.544	0752	80.319	2.169	24	2.169	0751	1301	186.157	0.392
21	MS	0730	388	344.280	0.559	1215	82.488				1218	1299	186.549	0.223
22	MS	0730	351	344.839	0.506	1036	82.488				1040	1300	186.772	0.281
23	JR	0730	336	345.345	0.484	0744	82.488				0743	1297	187.053	0.328
24	JR	0730	319	345.829	0.460	0743	82.488				0742	1552	187.381	0.418
25	JR	0730	356	346.289	0.513	0743	82.488				0742	1492	187.799	0.482
26	JR	0730	324	346.802	0.467	0745	82.488	2.253	24	2.253	0744	1265	188.281	0.267
27	JR	0730	321	347.269	0.462	0745	84.741				0744	1226	188.548	0.257
28	JC	0730	309	347.731	0.445	1030	84.741				1030	1222	188.805	0.319
29														
30														
31														
Total					18.802			15.270		15.270				6.176
Average			466		0.672			2.545		2.545				0.294
1	JC	0730		348.176	0.434		84.741						188.888	

Influent & Effluent Flows

File Name: Flows, I&E

March 2015

City of St. Helena Wastewater Treatment Plant

Day	Oper. Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JC	0730	301	348.176	0.434	1210	84.741				1210	1224	188.888	0.204
2	JR	0730	297	348.610	0.427	0744	84.741				0743	1224	189.092	0.201
3	JR	0730	307	349.037	0.442	0745	84.741				0744	1223	189.293	0.367
4	JR	0730	288	349.479	0.414	0747	84.741				0746	1220	189.660	0.366
5	JR	0730	286	349.893	0.412	0743	84.741	2.234	24	2.234	0742	1276	190.026	0.367
6	JR	0730	286	350.305	0.412	0742	86.975				0741	1278	190.393	0.476
7	DB	0730	293	350.717	0.422	1015	86.975				1011	1269	190.869	0.481
8	DB	0730	270	351.139	0.389	1022	86.975				1035	1270	191.350	0.468
9	JR	0730	272	351.528	0.391	0743	86.975				0742	1269	191.818	0.477
10	JR	0730	275	351.919	0.396	0744	86.975				0743	1271	192.295	0.397
11	JR	0730	275	352.315	0.396	0745	86.975				0744	1266	192.692	0.409
12	JR	0730	280	352.711	0.403	0744	86.975	2.437	24	2.437	0743	1276	193.101	0.432
13	JR	0730	285	353.114	0.411	0747	89.412				0746	1274	193.533	0.419
14	WD	0730	287	353.526	0.413	1006	89.412				1004	1265	193.952	0.387
15	WD	0730	274	353.938	0.394	0956	89.412				0955	1268	194.339	0.386
16	JR	0730	280	354.332	0.403	0746	89.412				0745	1271	194.725	0.383
17	JR	0730	268	354.735	0.388	0744	89.412				0743	1266	195.108	0.417
18	JR	0730	269	355.121	0.388	0745	89.412				0744	1265	195.525	0.440
19	JR	0730	278	355.509	0.401	0745	89.412	2.438	24	2.438	0744	1273	195.965	0.114
20	JR	0730	271	355.910	0.390	0745	91.850				0743	1269	196.079	0.472
21	WD	0730	273	356.300	0.393	1115	91.850				1115	1277	196.551	0.091
22	WD	0730	264	356.693	0.380	1046	91.850				1056	1275	196.642	0.077
23	JR	0730	284	357.073	0.409	0742	91.850				0741	1273	196.719	0.336
24	JR	0730	265	357.482	0.381	0746	91.850				0745	1275	197.055	0.390
25	MS	0730	278	357.863	0.400	1147	91.850	2.433	24	2.433	0748		197.445	
26	WD	0730	276	358.263	0.397	0745	94.283				0753	1274	197.445	0.380
27	JR	0730	280	358.660	0.403	0745	94.283				0745	1270	197.825	0.476
28	JC	0730	286	359.063	0.412	1200	94.283				1200	1273	198.301	0.480
29	JC	0730	267	359.475	0.385	1230	94.283				1230	1271	198.781	0.176
30	JR	0730	262	359.860	0.377	0745	94.283				0744	1266	198.857	0.379
31	JR	0730	272	360.237	0.392	0745	94.283				0744	1265	199.336	0.378
Total					12.453			9.542		9.542				10.826
Average			279		0.402			2.386		2.386				0.361
1	JR	0730		360.629		0743	94.283				0742		199.714	

Influent & Effluent Flows

File Name: Flows, I&E

April 2015

City of St. Helena Wastewater Treatment Plant

Day	Operator Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	278	360.629	0.401	0743	94.283				0742	1248	199.714	0.381
2	JR	0730	297	361.030	0.428	0745	94.283	2.222	24	2.222	0744	1244	200.095	0.388
3	JR	0730	249	361.458	0.358	0745	96.505				0744		200.483	
4	WD	0730	262	361.816	0.377	1040	96.505				1043		200.483	
5	WD	0730	248	362.193	0.357	1143	96.505				1145		200.483	
6	WD	0730	293	362.550	0.422	0940	96.505				0940	1241	200.483	0.388
7	JR	0730	318	362.972	0.458	0746	96.505				0746		200.871	
8	JR	0730	306	363.430	0.441	0744	96.505	2.213	24	2.213	0743		200.871	
9	WD	0730	281	363.871	0.405	1230	98.718				0735	1258	200.871	0.436
10	WD	0730	281	364.276	0.404	0740	98.718				0745	1256	201.307	0.437
11	DB	0730	279	364.680	0.402	1120	98.718				1123		201.744	
12	DB	0730	270	365.082	0.389	1103	98.718				1106		201.744	
13	WD	0730	272	365.471	0.391	0916	98.718				0918	1260	201.744	0.435
14	JR	0730	258	365.862	0.371	0750	98.718				0749	1257	202.179	0.306
15	JR	0730	271	366.233	0.390	0746	98.718				0745	1258	202.485	0.435
16	JR	0730	266	366.623	0.383	0745	98.718				0744	1263	202.920	0.435
17	JR	0730	306	367.006	0.441	0752	98.718				0751	1260	203.355	0.492
18	WD	0730	269	367.447	0.387	1040	98.718				1045	1258	203.847	0.410
19	JR	0730	255	367.834	0.367	1020	98.718				1025	1259	204.257	0.400
20	JR	0730	246	368.201	0.354	0745	98.718				0918	1251	204.657	0.433
21	JR	0730	260	368.555	0.375	0747	98.718				0746	1255	205.090	0.429
22	JR	0730	244	368.930	0.352	0748	98.718	2.228	24	2.228	0747	1256	205.519	0.432
23	JR	0730	268	369.282	0.386	0758	100.946				0757	1249	205.951	0.439
24	JR	0730	304	369.668	0.438	0754	100.946				0753	1257	206.390	0.652
25	JC	0730	288	370.106	0.414	1253	100.946				1255	1248	207.042	0.354
26	JC	0730	269	370.520	0.387	1145	100.946				1145	1274	207.396	0.286
27	JR	0730	261	370.907	0.376	0746	100.946				0745	1262	207.682	0.430
28	JR	0730	253	371.283	0.364	0749	100.946				0748	1263	208.112	0.441
29	JR	0730	256	371.647	0.368	0741	100.946				0740	1268	208.553	0.430
30	JR	0730	261	372.015	0.376	0746	100.946	2.247	24	2.247	0745	1266	208.983	0.433
31														
Total					11.762			8.910		8.910				9.702
Average			272		0.392			2.228		2.228				0.422
1	JR	0730		372.391		0746	102.893		0746		0745		209.416	

Influent & Effluent Flows

File Name: Flows, I&E

May 2015

City of St. Helena Wastewater Treatment Plant

Day	Operator Initial	INFLUENT: A-001				POND 5 MAGMETER			E-001D		RECLAIMED: E-001R			
		Time	Flow Rate	Totalizer	Flow	Time	Totalizer	Flow	Hours run	Flow	Time	Flow Rate	Totalizer	Flow
			Avg gpm	mg	mgd		mg	mgd		mgd		gpm	mg	mgd
1	JR	0730	264	372.391	0.380	0746	100.946	2.247	24	2.247	0745	1333	209.416	0.584
2	JC	0730	256	372.771	0.369	1125	103.193				1125	1349	210.000	0.376
3	JC	0730	252	373.140	0.363	1030	103.193				1030	1331	210.376	0.408
4	JR	0730	251	373.503	0.362	0750	103.193				0749	1244	210.784	0.433
5	JR	0730	257	373.865	0.370	0800	103.193				0800	1260	211.217	0.431
6	JR	0730	246	374.235	0.354	0743	103.193				0742		211.648	
7	JR	0730	251	374.589	0.362	0745	103.193				0744	1236	211.648	0.438
8	JR	0730	290	374.951	0.417	0745	104.882	1.930	24	1.930	0744	1299	212.086	0.522
9	DB	0730	254	375.368	0.366	1057	106.812				1100	1253	212.608	0.361
10	DB	0730	257	375.734	0.370	1015	106.812				1018		212.969	
11	JR	0730	256	376.104	0.369	0744	105.123				0743	1333	212.969	0.054
12	JR	0730	248	376.473	0.357	0744	105.123				0743	1272	213.023	0.420
13	JR	0730	256	376.830	0.368	0742	105.123				0741	1257	213.443	0.430
14	JR	0730	271	377.198	0.390	0751	105.123				0750	1240	213.873	0.186
15	JR	0730	253	377.588	0.365	0742	105.123				0741	1248	214.059	0.629
16	MS	0730	250	377.953	0.360	1233	105.123				1237	1242	214.688	0.258
17	MS	0730	242	378.313	0.348	1016	105.123				1019	1237	214.946	0.403
18	JR	0730	239	378.661	0.344	0746	105.123				0745	1258	215.349	0.151
19	JR	0730	239	379.005	0.344	0750	105.123				0749		215.500	
20	MS	0730	232	379.349	0.334	0823	106.958	2.092	24	2.092	0830		215.500	
21	JR	0730	239	379.683	0.344	0743	107.215				0742		215.500	
22	JR	0730	238	380.027	0.343	0741	107.215				0740	1325	215.500	0.652
23	JC	0730	248	380.370	0.357	1218	107.215				1205	1235	216.152	0.412
24	JC	0730	238	380.727	0.342	1150	107.215				1150	1291	216.564	0.564
25	JC	0730	245	381.069	0.353	1320	107.215				1320	1270	217.128	0.171
26	JR	0730	238	381.422	0.343	0745	107.215				0744	1305	217.299	0.454
27	JR	0730	234	381.765	0.337	0743	107.215				0742	1325	217.753	0.453
28	JR	0730	243	382.102	0.350	0745	109.016	2.084	24	2.084	0744	1276	218.206	0.444
29	JR	0730	272	382.452	0.392	0749	109.299				0748	1309	218.650	0.479
30	WD	0730	241	382.844	0.347	1208	109.299				1210	1302	219.129	0.226
31	WD	0730	238	383.191	0.342	1041	109.299				1043	1303	219.355	0.236
Total					11.142			8.353		8.353				10.175
Average			250		0.359			2.088		2.088				0.391
1	JR	0730		383.533			109.299				0745		219.591	

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Attachment 4
City of St. Helena Wastewater Treatment Plant
Domestic Well (GRD-002)
2012-2015 Electronic Self-Monitoring Reports
(eSMRs)



DELLAVALLE[®]
Laboratory, Inc.
Chemists and Consultants

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SELF MONITORING YEARLY SUMMARY

File Name: GRD-002

2012

City of St. Helena Wastewater Treatment Plant

Sample Origin	DOMESTIC WELL GRD-002									
Year	2012	2012	2012	2012	2012	2012 [1]	2012 [2]	2012	2012	2012
Month/Day	4/25	5/25	6/5	7/9	7/9	8/29	9/20	10/31	11/27	12/18
Time	1230	1238	1120	1330	1325	1125	1210	0838	1242	1235
Location	G-2	G-2	G-2	G-1	G-2	G-2	G-2	Grd-2	Grd-2	Grd-2
Operator	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS
Lab Submittal (Yes or No)	Yes	Yes	Yes	Yes	Yes	Yes	Yes [2]	Yes	Yes	Yes
pH (units)	6.12	5.85	5.88	5.73	5.80	6.20	6.23	6.32	6.74	7.00
Temperature (C)	17.9	17.7	17.3	21.2	18.7	18.2	18.2	17.0	17.1	16.0
Turbidity (NTU)	0.16	0.11	0.10	1.34	0.01	0.04	0.04	0.05	0.02	0.10
T.D.S. (mg/L)	274	286	287	283	283	259	259	262	260	270
ORP	160	170	173	85	125	140	140	144	241	319
Dissolved Oxygen	5.1	6.0	4.7	8.1	5.0	5.5	5.5	5.4	6.2	4.9
NH ₃ -N	0.00	0.03	0.04	0.03	0.04	NA	NA	0.05	0.04	NA
Nitrate, Nitrogen (mg/L)	3.2	3.1	15	NA	3.4	2.8	4.0	14.0	14.0	22.0
Chloride (mg/L)	24	25	25	NA	21	19	18	19	18	28
Hardness (mg/L)				250	230					
Iron (mg/L)				0.13	<.05					
Alkalinity (mg/L)				188	188					
Coliform P/A	P	P	A	NA	P	P	P	P	A	P
E. Coli	A	A	A	NA	A	A	A	A	A	A
[1] Ran well pump 28 hrs. prior to collecting sample										
NA = Not Available (did not analyze for)										
[2] Ran well 5 hrs.										

SELF MONITORING YEARLY SUMMARY

2012 - 2013

File Name: GRD-002

City of St. Helena Wastewater Treatment Plant

Sample Origin	DOMESTIC WELL GRD-002									
Year	2012	2012	2012	2012 [1]	2012 [2]	2012	2012	2012	2013	2013
Month/Day	6/5	7/9	7/9	8/29	9/20	10/31	11/27	12/18	1/22	2/20
Time	1120	1330	1325	1125	1210	0838	1242	1235	0916	1130
Location	G-2	G-1	G-2	G-2	G-2	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2
Operator	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS
Lab Submittal (Yes or No)	Yes	Yes	Yes	Yes	Yes [2]	Yes	Yes	Yes	Yes	Yes
pH (units)	5.88	5.73	5.80	6.20	6.23	6.32	6.74	7.00	5.91	6.20
Temperature (C)	17.3	21.2	18.7	18.2	18.2	17.0	17.1	16.0	16.2	17.0
Turbidity (NTU)	0.10	1.34	0.01	0.04	0.04	0.05	0.02	0.10	0.06	0.03
T.D.S. (mg/L)	287	283	283	259	259	262	260	270	275	292
ORP	173	85	125	140	140	144	241	319	192	118
Dissolved Oxygen	4.7	8.1	5.0	5.5	5.5	5.4	6.2	4.9	6.2	5.7
NH ₃ -N	0.04	0.03	0.04	NA	NA	0.05	0.04	NA	0.06	0.05
Nitrate, Nitrogen (mg/L)	15	NA	3.4	2.8	4.0	14.0	14.0	22.0	3.5	19.0
Chloride (mg/L)	25	NA	21	19	18	19	18	28	25	26
Hardness (mg/L)		250	230							
Iron (mg/L)		0.13	<.05							
Alkalinity (mg/L)		188	188							
Coliform P/A	A	NA	P	P	P	P	A	P	P	P
E. Coli	A	NA	A	A	A	A	A	A	A	A
[1] Ran well pump 28 hrs. prior to collecting sample										
NA = Not Available (did not analyze for)										
[2] Ran well 5 hrs.										

SELF MONITORING YEARLY SUMMARY

2013

File Name: GRD-002

City of St. Helena Wastewater Treatment Plant

Sample Origin	DOMESTIC WELL GRD-002									
Year	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013
Month/Day	3/26	4/23	5/22	6/19	7/23	8/19	9/25	10/9	11/18	12/17
Time	1100	1145	1130	1030	1004	0953	0840	0905	1255	1033
Location	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2	Grd-2
Operator	MS	JR	MS	JR	JR	MS	JR	JR	MS	JR
Lab Submittal (Yes or No)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
pH (units)	6.54	6.69	6.61	6.21	6.15	6.28	6.85	7.11	6.49	6.81
Temperature (C)	17.9	17.8	17.8	18.0	18.8	18.7	17.0	17.0	17.2	17.5
Turbidity (NTU)	0.01	0.17	0.03	0.01	0.01	0.09	0.18	0.10	0.07	0.19
T.D.S. (mg/L)	294	295	588	288	279	297	290	296	283	267
ORP	450	110	450	231	184	121	283	248	167	279
Dissolved Oxygen	5.8	5.4	4.6	5.4	6.9	5.6	7.6	5.9	6.1	4.3
NH ₃ -N	0.13	NA	0.11	0.10	0.07	0.11	0.10	0.18	0.14	0.16
Nitrate, Nitrogen (mg/L)	19.0	6.3	26.0	28.0	29.0	8.5	36.0	7.7	22.0	23.0
Chloride (mg/L)	26	27	25	27	24	35	35	36	28	29
Hardness (mg/L)										
Iron (mg/L)										
Alkalinity (mg/L)										
Coliform P/A	P	P	P	P	P	P	A	P	P	A
E. Coli	A	A	A	A	A	A	A	A	A	A
NA = Not Available (did not analyze for)										

File Name: Domestic Well

City of St. Helena Wastewater Treatment Plant

Agenda Item #8.10.

SELF MONITORING YEARLY SUMMARY

File Name: Domestic Well

2014 - 2015

City of St. Helena Wastewater Treatment Plant

Sample Origin	DOMESTIC WELL															
Year	2014	2014	2014	2014	2014	2015	2015	2015	2015	2015	2015					
Month/Day	7-Aug	10-Sep	2-Oct	4-Nov	9-Dec	6-Jan	3-Feb	3-Mar	8-Apr	5-May	2-Jul					
Time	1044	0800	0825	0800	0825	0815	0828	0833	0922	0825	0825					
Location	G-2	G-2	G-2	G-2	G-2	G-2	G-2	G-2	G-2	G-2	G-2					
Operator	JR	JR	JR	JR	JR	JR	JR	JR	JR	JR	JR					
Lab Submittal (Yes or No)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
pH (units)	6.15	6.29	6.05	6.17	6.19	6.35	6.31	6.87	6.08	6.18	6.30					
Temperature (C)	19.7	17.9	17.8	17.1	18.2	16.3	16.8	16.4	17.8	17.7	19.0					
Turbidity (NTU)	0.13	0.11	0.08	0.08	1.77	0.08	0.05	0.08	0.06	0.10	0.10					
T.D.S. (mg/L)	279	284	267	280	313	288	278	288	283	288	288					
ORP	217	111	127	182	202	30	146	189	122	175	134					
Dissolved Oxygen	3.4	4.0	7.2	6.6	5.2	8.1	7.3	8.2	6.1	7.4	7.6					
Free Cl2 (mg/L)	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1		<0.1					
NH ₃ -N	0.03	0.02	0.10	0.04	0.08	0.11	0.14	0.14	0.05	0.11	0.09					
Nitrate, Nitrogen (mg/L)	8.4	6.1	26	3.3	17	3.5	24	5.7	27	6.5	6.7					
Chloride (mg/L)	27	26	30	32	47	43	26	29	28	25	28					
Total Coliform (in-house)				41	>2420	63.1		4	12	5	5.2					
Fecal Coliform (in-house)				2	P	A		A	A	A	A					
Coliform P/A (Caltest) [1]	P	P	P	P	A	A	A	A	A	A	A					
E. Coli (Caltest) [1]	P	A	A	A	A	A	A	A	A	A	A					
[1] P/A analysis is Drinking Water Coliform Present/Absent - When a whole number is given the analysis is Drinking Water Coliform Quant Tray																

Attachment 5
Reports of Water Analysis
Lab Nos. 226697, 217696, and 229777



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Report of Water Analysis

1910 W. McKinley, Suite 110, Fresno, CA 93728
FAX (559) 268-8174 - (800) 228-9896 - (559) 233-6129

Lab No. 226697
Sampler DK
Submitted Date 8/14/2015
Submitted by DK
Reported Date 8/20/2015
Location/Project: Water Quality

Material Submitted: Water

	Date Sampled	Time Sampled	NO ₃ -N mg/L
MCL-->			10.0
MDL-->			0.02
RL-->			0.1
SM-->			
EPA-->			300.0
Analysis Date:			8/17/2015
Analysis Time:			12:35

001	Ranch 218 dom well	8/12/15	17:15	3.0
-----	--------------------	---------	-------	-----

*See external laboratory documentation

pH analyzed outside of 15 min hold time.

MCL = Maximum Contaminant Level according to the California Domestic Water Quality and Monitoring Regulations (Title 22)

MDL = Method Detection Limit; **RL** = Reporting Limit

SM = Standard Methods for the Examination of Water and Wastewater, 19th ed., 1995

Dissolved metals (**bolded**) were filtered.

QA/QC available upon request.

Approved By: _____

Scott M. Friedland

ELAP Certification #1595

Attachment 5



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Report of Water Analysis

1910 W. McKinley, Suite 110, Fresno, CA 93728
 FAX (559) 268-8174 - (800) 228-9896 - (559) 233-6129

Lab No. 217696
 Sampler
 Submitted Date 3/30/15
 Submitted by
 Reported Date 4/3/15
 Location/Project: Water Quality

Material Submitted: Water

	Date Sampled	Time Sampled	NO ₃ -N mg/L
MCL-->			10.0
MDL-->			0.02
RL-->			0.1
SM-->			
EPA-->			300.0
Analysis Date:			3/31/15
Analysis Time:			0:29

001	Ranch 218 dom well	3/26/15	10:30	5.2
002	Ranch 78 N well	3/26/15	10:45	3.0

*See external laboratory documentation

pH analyzed outside of 15 min hold time.

MCL = Maximum Contaminant Level according to the California Domestic Water Quality and Monitoring Regulations (Title 22)

MDL = Method Detection Limit; **RL** = Reporting Limit

SM = Standard Methods for the Examination of Water and Wastewater, 19th ed., 1995

Dissolved metals (**bolded**) were filtered.

QA/QC available upon request.

Approved By: _____

Scott M. Friedland

ELAP Certification #1595

Attachment 5



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Report of Water Analysis

1910 W. McKinley, Suite 110, Fresno, CA 93728
 FAX (559) 268-8174 - (800) 228-9896 - (559) 233-6129

Lab No. 229777
 Sampler DK
 Submitted Date 10/13/2015
 Submitted by
 Reported Date 10/19/2015
 Location/Project Water Quality
 Copy To
 Fax
 e-mail

Material Submitted: Water

	Date Sampled	Time Sampled	NO ₃ -N mg/L
MCL-->			10.0
MDL-->			0.02
RL-->			0.1
SM-->			
EPA-->			300.0
Analysis Date:			10/14/2015
Analysis Time:			12:50

001	Ranch 218 dom well	10/12/15	16:45	3.2
-----	--------------------	----------	-------	-----

*See external laboratory documentation
 pH analyzed outside of 15 min hold time.

MCL = Maximum Contaminant Level according to the California Domestic Water Quality and Monitoring Regulations (Title 22)

MDL = Method Detection Limit; **RL** = Reporting Limit

SM = Standard Methods for the Examination of Water and Wastewater, 19th ed., 1995

Dissolved metals (**bolded**) were filtered.

QA/QC available upon request.

Approved By: _____

Scott M. Frieland

ELAP Certification #1595

Attachment 5

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**Attachment 6
St. Helena Land Application Area
October 2015 Report of Water Analysis
Lab Report 229776**



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Report of Water Analysis

Lab No. 229776
Sampler D.K
Submitted Date 10/13/2015
Submitted by
Reported Date 10/23/2015
Location/Project St. Helena WWTP

Material Submitted: Water

	Date Sampled	Time Sampled	NO ₃ -N mg/L	Total NH ₄ -N mg/L	Total TKN mg/L	Organic-N mg/L	Total Nitrogen TN mg/L	
MCL-->			10.0					
MDL-->			0.02	0.2	0.7			
RL-->			0.1	0.5	1		1	
SM-->				4500NH3 G	4500NH3 G	Calc	Calc	
EPA-->			300.0					
Analysis Date:			10/14/2015	10/20/2015	10/22/2015		10/23/2015	
Analysis Time:			12:29	10:06	8:58			
001	WWTP Filter @ Redwoods	10/12/15	16:30	<0.1	17.3	36.7	19.4	36.7

*See external laboratory documentation

pH analyzed outside of 15 min hold time.

MCL = Maximum Contaminant Level according to the California Domestic Water Quality and Monitoring Regulations (Title 22)

MDL = Method Detection Limit; RL = Reporting Limit

SM = Standard Methods for the Examination of Water and Wastewater, 19th ed., 1995

Dissolved metals (**bolded**) were filtered.

QA/QC available upon request.

Approved By: _____

Scott M. Fricklund

ELAP Certification #1595

Attachment 6

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Attachment 7
California Regional Water Quality Control Board
Meeting Notes
October 26, 2010 Inspection



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Minutes

Informational Meeting

St Helena Wastewater Treatment Ponds

October 26, 2010

10:00 – 2:30

ATTENDEES

City of St Helena: Wayne Daugherty (Operations), John G. Ferons (Public Works), Mary Neilan (City Manager), Michael Sample (Operations), John Draper (Planning)
 Consultants: Jim Connell (Wes Yost), Kristine Corneillie (Larry Walker)
 RWQCB, San Francisco Bay Region: Blair Allen (Watershed Management), Laurent Meiller (Enforcement), Tong Yin (NPDES)
 USEPA: Charlotte Ely, Hilary Finck (Sustainable Water Infrastructure), Eugenia McNaughton (Quality Assurance)

PLANT TOUR

The group (minus Mary Neilan) took a tour of the Wastewater Treatment Plant including the office and data center, headworks, flow metering (to headworks) ponds 1A (not in use currently), 1B (2 deep areas separated by a weir with brush aerators) and influent flow chamber to ponds, pond 2 (algae high rate pond, not in operation), pond 3 (algae settling, not in use), pond 4 (storage), pond 5 and chlorine contact chamber, outflow to pond 5 storage, irrigation spray fields, outflow to river.

Reviewed the operation of the plant, described various elements, including data collection, flow measurements, influent treatment path through the system, erosion repair, chlorine contact operation. Conclusion: Plant is in good condition and operates reliably most of the time.

CURRENT PLANT CONDITIONS

Operational and/or maintenance issues

- Disinfection—still meeting regulatory requirements, but having issues
 - 2006—not allowed to use chlorine gas
 - use sodium hypochloride instead—became problem in August 2006
 - Michael looks into using bacteria to assist
 - pH drops from 8.5 to 6.7 with bacteria use
 - bacteria stop working in 2007—temperature sensitive
 - 2007—carbon dioxide used before water goes into rapidmixer lowers pH by 0.3
 - 2009—tried Peracetic acid in lab setting
 - Does not work well and is expensive
 - HCl acid does work to lower pH
 - Peroxide does not work at all
 - Many WWTP's moving to sodium hypochloride with sodium hypobromide
 - Can cause salinity (selenium?) issues
 - pH goes up and down seasonally—highest in July thru Oct
 - Ozone unit seems to work best
 - All secondary WWTP's are having issues since chlorine gas was prohibited
- Algae levels have been major issue

- Home wine operations have huge impact on wastewater system, especially during crush
 - No way to offset this currently

Related issues: sewer replacement schedule

Sewer system is old:

- I & I issue
- New policy says any new development has to offset flow
- \$160,000 for capital improvements not enough
- City has three funds: city, sewer, water
- So far no ARRA or grants for assistance
- Applying to USDA for possible funding

IN HOUSE PROPOSALS TO IMPROVE RELIABILITY OF PERFORMANCE

- Get pond 1A working like 1B
- Clean out ponds, make 1A deeper, line the ponds
- Apply biosolids (sludge) to field
 - Project-specific permit may not be needed. SWRCB has issued a General Order.
 - Application must be submitted to and approved by RWQCB.

Use pond 2 as it was designed

- Get algae growing in pond 2
 - Make it shallower
 - Use brush aerators to keep algae suspended
- Get nutrients down (algae will take up nutrients)

Use pond 3 as designed (as an algae settling pond)

Pond 4—water must be as clean as possible before going to contact chamber

- Need to shade the water to keep algae down
- Contractor evaluated using cover (too big an area to cover), bird balls (better solution)
- Considered shade structure with solar array, too heavy, expensive
- Wayne would like to use filters

Operators need to have real time water quality monitoring information to be in compliance

REVIEW OF CHANGES TO PLANT – HISTORICAL AND PROPOSED

- 1966 - originally no irrigation, just flow to river
- 1987 – disinfection begun
- 1980s – add aeration
- 1994 - 5 aerators, but only needed to run 3 or 4 most of the time
- 1996 - pond 1B built for industrial strength wastewater
- 2007 - started running 1B by itself
 - saved money and manpower
 - new brush aerators have helped
- 2008 - feasibility study for a “Type II AIPS” pond: take out the HRP (pond 2) to reduce algal growth, pipe pond 1B effluent to pond 4, cover 4 with “bird balls”

What was the plan after taking 1A offline?

Do the irrigation fields need work?

- More rainbirds to get more evaporation
- Ideas to use portion of field for solar array
 - Need 4-5 acres of array for power—just so happens that pond 4 is 4-5 acres, but putting solar array on top of pond was too expensive
 - Needs to be self sustaining, not necessarily profitable
- Proposal for redwood farm in reclamation field—20-year growing cycle; proponent seems to have done a great deal of research on this; might be worth reviewing
- Alfalfa - too expensive, wouldn't balance cost
 - Horse community expressed concerns about source of water
- Field prep is problem in order to grow crops
- Groundwater levels range from 5 to 21 feet seasonally

What about tertiary?

- The City asked Public Works to review this issue
- City has the highest water use/capita in the Valley
- Biggest users are the school and the two parks near the plant
- There is sufficient space, but not the funding
- Is it a serious proposal?
 - Good goal to pursue, but storage is a problem
 - Can't build on flood plain
- Problem: there is the idea, (not factually based), that no one wants to use reclaimed water
 - People already have wells that produce enough
 - Might only have seasonal customers

What about water conservation?

- Contested in plan
- City thinks it will take too long and that people won't do it
 - Blair points to success of EBMUD (made mandatory, people complied within two months)
- Must offset certain levels seasonally
- Tiered water pricing is being used
- Built into sewer rate increase
- Could use an education program to change behavior

Specific Issues

Flow monitoring

This issue was explained sufficiently during the Plant Tour.

Effluent discharge

Land discharge procedures, monitoring and reporting

Submit waste discharge report, including a description of the willow farm and fish pond uses

- City is not using the correct sprinklers or using whole field as EPA grant required Figure out water balance
- How much can field absorb?

Consider partial flow for tertiary instead of whole flow stream

Potential for algae harvesting (biosolids, biofuels, etc.) more of a mainstream idea these days

Discharges to land during rainfall

- Not supposed to do it
- Wayne's issues:
 - Difficult to keep lab work and levels right during rainfall
 - Only 2 people working 24/7 during rainfall
 - Wayne is concerned about water quality when discharging to river during rainfall
 - Quality changes too quickly

Takes 5 days or longer for lab work (BODs)

- Without filtration, can't control the quality

OTHER

- Discharge flexibility – discussion indicates that current situation needs to be improved so that river discharge can be managed more reasonably.

Potential to review pathogen indicator requirement – relates to the *E. coli* reporting requirement. It may not be the best indicator, but it is still generally used. If there is interest, EPA might be able to do a study of effluent bacteria using molecular techniques to identify sources.

Sludge removal – see discussion above.

Future water quality requirements: Nutrients? Other? – ammonia to the river, nitrates to ground water. City is monitoring currently; is this sufficient?

Potential funding sources – EPA has some programs that may be able to provide funding to help the City obtain a supervisory control and data acquisition system (SCADA).

MEETING ADJOURNED AT 2:00 PM. NO FUTURE MEETING SCHEDULED.

SUMMARY OF ACTION ITEMS

Issue: Storm water management

EPA (Charlotte) will send the city information on the EPA rain collection program. This item relates to reducing storm water inflow into the sewer system.

Status: Charlotte has sent this information.

Issue: Land disposal of sludge

Regional Board (Blair) will send the City (Michael) SWRCB guidance on land disposal of sludge. Blair, would you please send Eugenia a copy as well?

Issue: History of operations and processes

Related to the 2008 feasibility study for a "Type II AIPS" pond: the suggestion to take out the HRP (pond 2) to reduce algal growth, pipe pond 1B effluent to pond 4, cover 4 with "bird balls": What is the status of this plan? (Jim)

Clarification: *What was the long-term plan for pond 1A? (Jim, Michael or John F, notetakers are asking the question in order to clarify the notes.)*

Issue: Use of Rainbirds on irrigation field

EPA (Hilary and Eugenia) will review grant to St Helena to clarify issue of type of irrigators;

Status: The only records of direct EPA grants to the City date back to 1988, some time before the Rainbirds were put in place. Perhaps the City can find this information.

The City (Michael) will send RB (Blair) the study of water quality of spray.

Issue: Flow monitoring description and reports

The description of how flow is currently monitored should be up dated in future reports and continue to send up dated monitoring information to the RB (Michael).

Status: Michael is working on compiling this information.

Issue: Automation of data collection during rain events

EPA (Charlotte) will send the City information about a program that might be able to fund a SCADA system for the WWTP.

Status: Charlotte has sent this information.

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Attachment 8
CIWQS Facility at a Glance
Violations Report for Order No. 87-090



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CIWIQS Facility At a Glance Report

Region	Place ID	Place Name	Place Type	Place Address	Place County
2	258384	St. Helena Recycled Water Program	Facility	CA	Napa

Violations

10/26/2010 The City violated its WRR by making material changes to its facility without filing the required Report of Waste Discharge with the Water Board at least 180 days in advance of making the changes. WRR Provision C.6 states: The discharger shall file with the Regional Board a report [of] waste discharge at least 180 days before making any material change or proposed change in the St. Helena Wastewater Treatment Plant - 5 - Notice of Violation character, location, or volume of the reuse, except for emergency conditions in which case the Board shall be notified. During the October 2010 inspection, we learned that the City maintains a willow farm and a fish pond within the Irrigated Field. In addition, additional irrigation sprinkler systems had been installed at the Irrigated Field. These all constitute material changes in the character of the reuse. However, the Water Board has not received a complete report of waste discharge (ROWD) for the changes.

10/26/2010 The City may be in violation of WRR requirements prohibiting discharge of reclaimed water within 100 or 500 feet of wells. WRR Prohibition A.7 states: There shall be no irrigation or impoundment of reclaimed water within 500 feet of any well used for domestic supply or 100 feet of any irrigation well unless it can be demonstrated that special circumstances justify lesser distances to be acceptable. WRR Reclaimed Water Specification B.5 states: Under no circumstances may reclaimed wastewater be used to irrigate within 100 feet of the two wells located on the reclamation site. Two production wells are located on the Irrigated Field. Our understanding is they are generally used for irrigation. However, the Water Board does not have a map showing the well locations, or the locations of any additional wells. Given observed ponding in October 2010 and unpermitted changes to irrigation at the Irrigation Field, it is possible that reclaimed water has been discharged within 100 feet of the two production wells in violation of WRR requirements. Finally, during the October 2010 inspection, staff observed that vegetative growth did not appear to be maintained at the Irrigated Field. Maintaining the vegetation at the Irrigated Field is likely to improve vegetative uptake of the reclaimed water, diminishing the likelihood of ponding, runoff and hydric loss to the local aquifer. This letter requires the City to include in the WRR Report a description of its vegetation maintenance program at the Irrigated Field.

10/26/2010 The City is estimated to have discharged at least 131 million gallons (MG) of reclaimed water to the Facility's Irrigated Field in violation of WRR Prohibition A.4, which states: No waste shall be applied to the irrigation site during rainfall, or when soils are saturated to a point where runoff is likely. According to the self-monitoring data submitted to the Regional Water Board, for the period from January 1, 2005, through December 31, 2010, the City discharged on a total of 104 days to the Facility's Irrigated Field during a rain event. For this analysis, we defined a rain event as a 24-hour period where the precipitation was greater than or equal to 0.3 inches. This is likely a low estimate of the number of days on which reclaimed water was discharged during rainfall as rain events can have less precipitation. The total volume of reclaimed water discharged to the Irrigated Field during these rainy days was 131 MG, with a daily average of 1.26 MG.

10/26/2010 The City violated its WRRs by not managing spray irrigation to appropriately minimize ponding in the Irrigated Field. WRR Reclaimed Water Use Specification B.7 states: The discharger shall manage its spray irrigation so as to minimize wastewater ponding in the spray field which could cause mosquito breeding problem [sic]. The discharge of reclaimed water to the Irrigated Field during at least 104 days when there was also significant rain likely resulted in ponding in violation of this Specification. In addition, during Water Board staffs October 26 inspection, we observed ponding of reclaimed water at the Irrigated Field that appeared to be in violation of Specification B.7

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Attachment 9
St. Helena General Plan Update 2030
Chapter 4 - Public Facilities and Services



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chapter four
public facilities
and services

4 public facilities and services



York Creek is approximately 7.2 miles long and its watershed collects runoff.

Water Recycling Potential

The City recognizes that that water should be recycled and that the recycled water should be put to beneficial use. The demand for recycled water is likely to be highest during the driest months when flows into the City's sewage treatment plant are at their lowest. This means that recycled water could not be a meaningful factor in augmenting supply for non-potable use without the addition of substantial storage capacity. It would be necessary to provide recycled storage, pumping and distribution facilities that includes, at minimum, 400 AF of storage. The City does not own land at a location suitable for such storage capacity, and at this time the cost of purchasing land and constructing such storage, a large capital cost, would not be fiscally justifiable to the water system's rate payers.

SEWER

Collection System

Over 2,000 customers are served by the City's sewer system within the present City limits. About 300 dwelling units and three wineries are on individual disposal systems, most of them too remote to reach the City's sewer system. With the exception of the original town site, which has four-inch sewer lines, most of the City is served by pipes adequately sized for dry weather flows. During the winter rainy season, surface and ground water infiltration increases flows by eight times. In several areas of the City, the sewer system suffers from defects which prevent free flow of sewage, resulting in backwater in the system. One lift station exists at the Crinella development in the northeast quadrant east of Main Street. The remaining system operates by gravity.

Treatment Plant

The wastewater treatment plant, including its low maintenance, integrated pond system, is located in the southeast corner of the City, near the Napa River. There are a series of ponds that treat the effluent to a secondary level, and the treated effluent is then sprayed onto a field owned by the City just south of the ponds. While the City's last permanent permit allowed for

discharge into the Napa River under very limited conditions, the City seeks to avoid discharges directly into the River, and in the five years of its last permit (2005-2010) the only discharges (which were allowed under City's permit) that occurred were 19 days in 2006 (a big flood year) and for one day in 2009 (in connection with a dye study). The City's goal is to avoid all direct discharges into the Napa River, including even secondarily-treated discharges that are allowed under its current Tentative Order from the Regional Water Quality Board.

Storm Drainage

The City is divided into two major watersheds, York Creek and Sulphur Creek. Both watersheds drain into the Napa River, east of the City limits. The following section provides an overview of the two major components of the City's drainage system. For additional discussion of flood potential in St. Helena and for policies to reduce flood incidence and minimize flood impacts, see the Public Health, Safety and Noise Element.

York Creek

The approximately 7.2 mile-long York Creek has a 4.4 square mile watershed that includes the Upper and Lower York Creek Reservoirs. Runoff north of Pratt Avenue is conveyed to York Creek through a number of culverts and ditches, then into Napa River north of the Pratt Avenue Bridge. Built at approximate Stream Mile 2.5, the Upper York Creek Dam (UYCD) stretches 140 feet across the channel and stands 50 feet high. The UYCD was built in 1900 to supply water to the City. Operations were halted in the 1980s due to acquisition of other water sources and ongoing issues with sedimentation.

Sulphur Creek

The Sulphur Creek watershed area is 9.3 square miles. Sulphur Creek's one major tributary, Heath Canyon Creek, joins the main stem of Sulphur Creek immediately before it exits Sulphur Canyon and begins to flow across the Valley. Heath Canyon and Sulphur Creek have a combined channel length of approximately 12.7 miles. The lower 1.5 miles of Sulphur Creek flow through

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Attachment 10
California Regional Water Quality Control Board
Order No. R2-2010-0105
Monitoring and Reporting Program (MRP)
Monitoring Locations



DELLAVALLE[®]
Laboratory, Inc.
Chemists and Consultants

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website: dellavallelab.com

City of St. Helena
Wastewater Treatment and Reclamation Plant

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP)

National Pollutant Discharge Elimination System (NPDES) regulations at 40 CFR 122.48 require that all NPDES permits specify monitoring and reporting requirements. California Water Code (CWC) sections 13267 and 13383 also authorize the Regional Water Quality Control Board (Regional Water Board) to require technical and monitoring reports. This MRP establishes monitoring and reporting requirements that implement the federal and State regulations.

I. GENERAL MONITORING PROVISIONS

- A. The Discharger shall comply with this MRP. The Executive Officer may amend this MRP pursuant to 40 CFR 122.62, 122.63, and 124.5. If any discrepancies exist between the MRP and the Regional Standard Provisions, the MRP prevails.
- B. The Discharger shall conduct all monitoring in accordance with Attachment D, section III, as supplemented by Attachment G of this Order. Equivalent test methods must be more sensitive than those specified in 40 CFR 136, must be specified in the permit, and must be approved for use by the Executive Officer, following consultation with the State Water Quality Control Board (State Water Board) Quality Assurance Program.

II. MONITORING LOCATIONS

The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order.

Table E-1. Monitoring Station Locations

Type of Sampling Location	Monitoring Location Name	Monitoring Location Description
Influent	INF-001	At any point in the treatment facility headworks at which all waste tributary to the system is present and preceding any phase of treatment, and exclusive of any return flows or process side-streams, formerly A-001.
Effluent	EFF-001	At a point in the outfall from the treatment facilities following full treatment between the point of discharge and the point at which all waste tributary to that outfall is present, formerly E-001.
Effluent	EFF-001D	At a point immediately following full treatment (before dechlorination) before land disposal or pond storage and the point at which all waste tributary is present.
Receiving Water	RSW-001	At a point in the Napa River, located about 200 feet upstream from the point of discharge.
Receiving Water	RSW-002	At a point in the Napa River, located at the point of discharge.
Receiving Water	RSW-003	At a point in the Napa River, located about 100 feet downstream from the point of discharge.
Receiving Water	RSW-004	At a point in the Napa River, located about 1000 feet downstream from the point of discharge.

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Type of Sampling Location	Monitoring Location Name	Monitoring Location Description
Receiving Water	RSW-005	At a point in the Napa River that is the same station as USGS monitoring station STH (No. 11456000) in the California Data Exchange Center database (maintained by the California Department of Natural Resources and the USGS), formerly C-F.
Pond Levees	L-1 through L-n	Points located along the perimeter levees of the wastewater ponds, at intervals not to exceed 500 feet.

III. INFLUENT MONITORING REQUIREMENTS

The Discharger shall monitor influent to the facility at Monitoring Location INF-001 as follows. Influent sampling is required year-round.

Table E-2. Influent Monitoring – Monitoring Location INF-001

Parameter	Units	Sample Type	Minimum Sampling Frequency
Flow Rate ^[1]	mgd/mg	Cont	1/Day
Biochemical Oxygen Demand (BOD)	mg/L	C-24	1/Week
	kg/day	Calculate	1/Week
Total Suspended Solids (TSS)	mg/L	C-24	1/Week
	kg/day	Calculate	1/Week

Legend for Table E-2:

Units:

mg = million gallons
mgd = million gallons per day
mg/L = milligrams per liter
kg/d = kilograms per day

Sample Type:

C-24 = 24-hour Composite
Cont = Continuous

Frequency:

1/Day = once per day
1/week = once per week

Footnotes to Table E-2:

[1] For influent flows, the following information shall also be reported monthly:

Daily: Total daily flow volume (mg)
Monthly: Monthly average flow rate (mgd)
Monthly: Maximum average daily flow rate (mgd)
Monthly: Minimum average daily flow rate (mgd)
Monthly: Total flow volume (mg)

IV. EFFLUENT MONITORING REQUIREMENTS

The Discharger shall monitor treated effluent from the facility at Monitoring Location EFF-001D or EFF-001, when discharging to the Napa River, as follows.

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Table E-3. Effluent Monitoring – Monitoring Location EFF-001 or EFF-001D

Parameter	Units	Sample Type	Minimum Sampling Frequency	Sampling Station
Flow Rate ^[1]	mgd/mg	Cont.	1/Day	EFF-001
pH ^[2]	s.u.	Cont.	1/Day	EFF-001D
BOD ₅	mg/L	C-24	3/Week	EFF-001D
	kg/day	Calculate	3/Week	EFF-001D
TSS	mg/L	C-24	3/Week	EFF-001D
	kg/day	Calculate	3/Week	EFF-001D
BOD ₅ and TSS percent removal ^[3]	%	Calculate	1/Month	EFF-001D
Total Chlorine Residual ^[4]	mg/L	Cont or 2/hour	2/Hour	EFF-001
Oil and Grease ^[5]	mg/L	Grabs	1/Month	EFF-001D
Total Coliform Bacteria	MPN/100mL	Grab	3/Week	EFF-001D
Temperature	°C	Grab	1/Day	EFF-001
Acute Toxicity ^[6]	% survival	Static Renewal	1/Month	EFF-001
Dissolved Oxygen (DO)	mg/L	Grab	1/Day	EFF-001
	% saturation	Calculate	1/Day	EFF-001
Sulfides, total and dissolved (mg/L) (if DO < 2.0 mg/L)	mg/L	Grab	1/Day	EFF-001
Copper	.tg/L	C-24	1/Month	EFF-001
Cyanide	.tg/L	Grab	1/Month	EFF-001
Bis(2-ethylhexyl)phthalate	.tg/L	Grab	2/Year	EFF-001
Dioxin-TEQ	.tg/L	Grab	1/Year	EFF-001
Total Ammonia	mg/L as N	C-24	1/Month	EFF-001
Un-ionized Ammonia ^[7]	mg/L as N	Calculate	1/Month	EFF-001
Total Nitrogen ^[8]	mg/L as N	C-24	1/Month	EFF-001
Standard Observations	--	--	1/Day	EFF-001
Remaining Priority Pollutants	.tg/L	^[9]	1/5 years	EFF-001
Dilution Ratio – River:Effluent Flow ^[10]	--	Calculate	Cont or 1/Hour	EFF-001

Legends for Table E-3:

Units:

mg	=	million gallons
mgd	=	million gallons per
s.u.	=	day standard units
°C	=	degrees Celsius
mg/L	=	milligrams per liter
kg/d	=	kilograms per day
.tg/L	=	micrograms per liter
MPN/100 mL	=	most probable number per 100 milliliters

Sample Type:

C-24	=	24-hour Composite
Cont	=	Continuous

Sampling Frequency:

1/Day	=	once per day
1/Hour	=	once per hour
2/Hour	=	once every two hours
3/Week	=	three times per week
1/Week	=	once per week
1/Month	=	once per month

Attachment E – MRP

E-4

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1/Year = once per year
2/Year = Twice per year
1/5 years = once every five years

Footnotes to Table E-3:

[1] Flow Monitoring:

For effluent flows, the following information shall be reported monthly:

Daily: Total daily flow volume (mg)
Daily: Length of discharge in hours and minutes in a day
Daily: Average daily flow rate during discharge period (mgd)
Monthly: Total flow volume (mg)
Monthly: Length of discharge in hours and minutes in a month
Monthly: Monthly average flow rate during discharge period (mgd) = total flow volume/total length of discharge in a month
Monthly: Monthly average flow rate (mgd) during the entire month = total flow volume/number of days in a calendar month
Monthly: Maximum average daily flow rate (mgd)
Monthly: Minimum average daily flow rate (mgd)

- [2] If pH is monitored continuously, the minimum and maximum pH values for each day shall be reported in monthly Self-Monitoring Reports (SMRs).
- [3] The percent removal for BODs and TSS shall be reported for each calendar month in accordance with Effluent Limitations IV.A.1.b. Samples for BODs and TSS shall be collected simultaneously with influent samples.
- [4] Chlorine residual concentrations shall be monitored and reported for sampling points both before and after dechlorination. The Discharger shall report the maximum residual chlorine concentration observed following dechlorination on a daily basis. Total chlorine dosage (kg/day) shall be recorded on a daily basis.
- [5] Each oil and grease sample event shall consist of a composite sample comprised of three grab samples taken at equal intervals during the sampling date, with each grab sample being collected in a glass container. The grab samples shall be mixed in proportion to the instantaneous flow rates occurring at the time of each grab sample, within the accuracy of plus or minus 5%. Each glass container used for sample collection or mixing shall be thoroughly rinsed with solvent rinsings as soon as possible after use, and the solvent rinsings shall be added to the composite sample for extraction or analysis.
- [6] Acute bioassay tests shall be performed in accordance with Section V.A of this MRP.
- [7] The Discharger shall calculate the un-ionized fraction of ammonia using the pH and temperature of the effluent at the time of sampling.
- [8] Total nitrogen in this MRP refers to Nitrate Nitrogen and Total Organic Nitrogen.
- [9] If no discharge to the Napa River occurs during the term of the permit, samples shall be collected at EFF-001D.
- [10] The dilution during a calendar day shall be calculated and reported as long as the discharge continues. The dilution shall be determined using the hourly average river flow obtained from USGS station No. 11456000 and the maximum discharge flow of the next hour at Monitoring Location EFF-001; 24 dilution ratios within a calendar day shall be reported. Allowable maximum discharge flow for the next hour shall be determined based on the average river flow for the previous hour.

V. WHOLE EFFLUENT ACUTE TOXICITY TESTING REQUIREMENTS

The Discharger shall monitor acute toxicity at the compliance location and frequency specified in Table E-3, as follows.

1. Compliance with the acute toxicity effluent limitations of this Order shall be evaluated by measuring survival of test organisms exposed to 96-hour static renewal bioassays.
2. Test organism shall be fathead minnow unless the Executive Officer specifies otherwise in writing.
3. All bioassays shall be performed according to the most up-to-date protocols in 40 CFR 136, currently in *Methods for Measuring the Acute Toxicity of Effluents and Receiving Water to Freshwater and Marine Organisms*, 5th Edition.

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4. To minimize the effects of ammonia toxicity during testing, the Discharger may adjust the pH of each 24-hour composite sample to match the pH measured at RSW-001 during the same day as effluent sample collection.
5. The sample may be taken from final secondary effluent prior to disinfection. Monitoring of the bioassay water shall include, on a daily basis, the following parameters: pH, dissolved oxygen, ammonia (if toxicity is observed), temperature, hardness, and alkalinity. These results shall be reported. If a violation of acute toxicity requirements occurs, the bioassay test shall be repeated with new fish as soon as practical and shall be repeated until a test fish survival rate of 90 percent or greater is observed. If the control fish survival rate is less than 90 percent, the bioassay test shall be restarted with new fish and shall continue as soon as practical until an acceptable test is completed (i.e., control fish survival rate is 90 percent or greater).

VI. RECLAMATION MONITORING REQUIREMENTS

Reclamation monitoring requirements are contained in Order No. 87- 090 (for land application) or 40 CFR 258 (for landfill disposal).

VII. RECEIVING WATER MONITORING REQUIREMENTS

The Discharger shall monitor the Napa River at RSW-001 through RSW-005 when there is discharge to the Napa River, as specified in Table E-4.

Table E-4. Receiving Water Monitoring – Monitoring Locations RSW-001 through RSW-005

Parameter	Units	Sample Type	Minimum Sampling Frequency
RSW-001 through RSW-005			
pH ^[1]	s.u.	Grab	1/Month
Temperature ^[1]	°C	Grab	1/Month
Turbidity	NTU	Grab	1/Month
Dissolved Oxygen	mg/L and % saturation	Grab	1/Month
Sulfides, total and dissolved (mg/L) (required only when DO < 2.0 mg/L)	mg/L	Grab	1/month
Standard Observations	--	--	1/Day
RSW-003 only			
Ammonia Nitrogen	mg/L as Nitrogen	Grab	1/Month
Un-ionized Ammonia Nitrogen	mg/L as Nitrogen	Calculate	1/Month
Total Nitrogen ^[4]	mg/L as Nitrogen	Grab	1/Month
Nitrate Nitrogen	mg/L as Nitrogen	Grab	1/Month
Total Organic Nitrogen	mg/L as Nitrogen		1/Month
Total Phosphate	mg/L as Phosphorous	Grab	1/Month
Total Dissolved Solids	mg/L	Grab	1/Month
Hardness	mg/L as CaCO ₃	Grab	1/Month
Conductivity	µmhos	Grab	1/Month
Salinity or TDS ^[2]	ppt or mg/L	Grab	1/Month
Chloride	mg/L	Grab	1/Month

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Parameter	Units	Sample Type	Minimum Sampling Frequency
<i>RSW-005 only</i>			
Dilution Ratio – River:Effluent Flow ^[3]	--	Calculate	1/Hour

Legend to Table E-4:

Units:

s.u.	=	standard units
°C	=	degrees Celsius
mg/L	=	milligrams per liter

Sampling Frequency:

1/Day	=	once per day
1/Month	=	once per month
1/Hour	=	once every hour

Footnotes to Table E-4:

- [1] Samples for pH and temperature shall be taken concurrently with effluent samples for ammonia.
- [2] The Discharger may choose to sample either total dissolved solids, salinity, or both, and shall sample the same parameters throughout the permit term.
- [3] The dilution during a calendar day shall be calculated and reported as long as the discharge continues. The dilution shall be determined using the hourly average river flow obtained from USGS station No. 11456000 and the maximum discharge flow of the next hour at Monitoring Location EFF-001; 24 dilution ratios within a calendar day shall be reported. Allowable maximum discharge flow for the next hour shall be determined based on the average river flow for the previous hour.

VIII. OTHER MONITORING REQUIREMENTS

A. Biosolids Monitoring

The Discharger shall adhere to sludge monitoring requirements required by 40 CFR 503 (for land application) or 40 CFR 258 (for landfill disposal)..

B. Pond Monitoring Requirements

The Discharger shall monitor the wastewater ponds at points located along the perimeter levees of the wastewater ponds as follows:

Table E-5. Pond Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency
Dissolved Sulfide (required only when D.O. is < 2.0 mg/L)	mg/L	Grab	1/Quarter
Dissolved Oxygen	mg/L	Grab	1/Quarter
Standard Observation	--	Observation	1/Week

Legends to Table E-5:

mg/L =	milligrams per liter
1/Quarter =	once per quarter
1/Week =	once per week

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IX. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

The Discharger shall comply with all Federal Standard Provisions (Attachment D) and Regional Standard Provisions (Attachment G) related to monitoring, reporting, and recordkeeping.

B. Self Monitoring Reports

1. At any time during the term of this Order, the State or Regional Water Board may notify the Discharger to electronically submit SMRs using the State Water Board's California Integrated Water Quality System (CIWQS) Program Web site (<http://www.waterboards.ca.gov/ciwqs/index.html>). Until such notification is given, the Discharger shall submit hard copy SMRs. The CIWQS Web site will provide additional directions for SMR submittal in the event there will be service interruption for electronic submittal.
2. The Discharger shall submit monthly and annual SMRs including the results of all required monitoring using USEPA-approved test methods or other test methods specified in this Order for each calendar month. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR. Monthly SMRs shall be due on the 30th day following the end of each calendar month, covering samples collected during that calendar month; Annual Reports shall be due on February 1 following each calendar year.
3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule:

Table E-6. Monitoring Periods and Reporting Schedule

Sampling Frequency	Monitoring Period Begins On...	Monitoring Period
Continuous	Day after permit effective date	All
1/Hour	Day after permit effective date	Hourly
1/Day	Day after permit effective date	Midnight through 11:59 PM or any 24-hour period that reasonably represents a calendar day for purposes of sampling.
1/Week	Sunday following permit effective date or on permit effective date if on a Sunday	Sunday through Saturday
1/Month	First day of calendar month following permit effective date or on permit effective date if that date is first day of the month	1 st day of calendar month through last day of calendar month
1/Quarter	Closest of March 1, June 1, September 1, December 1 following (or on) permit effective date	December 1 through February 28 or 29 March 1 through May 31 June 1 through August 31 September 1 through November 30
2/Year	Closest of June 1 or December 1 following (or on) permit effective date	Once during December 1 through May 31 Once during June 1 through November 30
1/Year	January 1 following (or on) permit effective date	January 1 through December 31, preferably during the discharge season
1/5 years	Day after permit effective date	All

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Sampling Frequency	Monitoring Period Begins On...	Monitoring Period
Per Discharge Event	Anytime during the discharge event or as soon as possible after aware of the event	At a time when sampling can characterize the discharge event

4. The Discharger shall report with each sample result the applicable Reporting Level (RL) and the current Method Detection Limit (MDL), as determined by the procedure in 40 CFR 136.

The Discharger shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

- a. Sample results greater than or equal to the RL shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).
- b. Sample results less than the RL, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified,," or DNQ. The estimated chemical concentration of the sample shall also be reported.

For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ as well as the words "Estimated Concentration,," (may be shortened to "Est. Conc.,,"). The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (+ a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.

- c. Sample results less than the laboratory's MDL shall be reported as "Not Detected,," or ND.
- d. Dischargers are to instruct laboratories to establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

5. The Discharger shall submit SMRs in accordance with the following requirements:

- a. The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with effluent limitations. The Discharger is not required to duplicate the submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.
- b. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the WDRs; discuss corrective actions taken or planned; and set forth the proposed time schedule for corrective actions. Identified

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violations must include a description of the requirement that was violated and a description of the violation.

- c. SMRs must be submitted to the Regional Water Board, signed and certified as required by the Standard Provisions (Attachment D), to the address listed below:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
ATTN: NPDES Wastewater Division

C. Discharge Monitoring Reports

1. As described in Section X.B.1 above, at any time during the term of this Order, the State or Regional Water Board may notify the Discharger to electronically submit SMRs that will satisfy federal requirements for submittal of Discharge Monitoring Reports (DMRs). Until such notification is given, the Discharger is not required to submit DMRs in accordance with the requirements described below.
2. Once notified by the State or Regional Water Board, the Discharger shall submit hard copy DMRs. DMRs must be signed and certified as required by the standard provisions (Attachment D). The Discharge shall submit the original DMR and one copy of the DMR to one of the addresses listed below:

Standard Mail	FedEx/UPS/Other Private Carriers
State Water Resources Control Board Division of Water Quality c/o DMR Processing Center PO Box 100 Sacramento, CA 95812-1000	State Water Resources Control Board Division of Water Quality c/o DMR Processing Center 1001 I Street, 15 th Floor Sacramento, CA 95814

3. All discharge monitoring results must be reported on the official USEPA pre-printed DMR forms (EPA Form 3320-1). Forms that are self-generated will not be accepted unless they follow the exact same format of EPA Form 3320-1.

D. Other Reports

The Discharger shall report the results of effluent monitoring required by Section VII.C.2 of this Order with the first monthly SMR following the respective due date.

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Appendix A
CIMIS 2012-2015 Monthly Reporting
ET_o-Precipitation



DELLAVALLE[®]
Laboratory, Inc.
Chemists and Consultants

1910 W. McKinley Avenue, Suite 110 • Fresno, California 93728-1298
Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174 •
website: dellavallelab.com

California Irrigation Management Information System (CIMIS)**2012-2015 Monthly Reporting****Oakville - North Coast Valleys - Station 77**

Stn Id	Stn Name	CIMIS Region	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
77	Oakville	North Coast Valleys	12-Jan	1.73	3.21	-1.48
77	Oakville	North Coast Valleys	12-Feb	2.44	2.1	0.34
77	Oakville	North Coast Valleys	12-Mar	2.71	11.76	-9.05
77	Oakville	North Coast Valleys	12-Apr	4.53	0.92	3.61
77	Oakville	North Coast Valleys	12-May	6.89	0	6.89
77	Oakville	North Coast Valleys	12-Jun	7.33	0	7.33
77	Oakville	North Coast Valleys	12-Jul	7.05	0	7.05
77	Oakville	North Coast Valleys	12-Aug	6.35	0	6.35
77	Oakville	North Coast Valleys	12-Sep	4.98	0	4.98
77	Oakville	North Coast Valleys	12-Oct	3.46	0.9	2.56
77	Oakville	North Coast Valleys	12-Nov	1.63	10.55	-8.92
77	Oakville	North Coast Valleys	12-Dec	1.15	11.39	-10.24
Stn Id	Stn Name	CIMIS Region	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
77	Oakville	North Coast Valleys	13-Jan	1.61	0.95	0.66
77	Oakville	North Coast Valleys	13-Feb	2.57	0.36	2.21
77	Oakville	North Coast Valleys	13-Mar	3.51	1.98	1.53
77	Oakville	North Coast Valleys	13-Apr	5.98	0.78	5.2
77	Oakville	North Coast Valleys	13-May	6.75	0	6.75
77	Oakville	North Coast Valleys	13-Jun	6.68	0	6.68
77	Oakville	North Coast Valleys	13-Jul	6.98	0	6.98
77	Oakville	North Coast Valleys	13-Aug	6.24	0	6.24
77	Oakville	North Coast Valleys	13-Sep	5.02	0	5.02
77	Oakville	North Coast Valleys	13-Oct	3.9	0	3.9
77	Oakville	North Coast Valleys	13-Nov	2.35	1.12	1.23
77	Oakville	North Coast Valleys	13-Dec	1.9	0.81	1.09
Stn Id	Stn Name	CIMIS Region	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
77	Oakville	North Coast Valleys	14-Jan	2.19	0.09	2.1
77	Oakville	North Coast Valleys	14-Feb	1.62	11.51	-9.89
77	Oakville	North Coast Valleys	14-Mar	3.55	3.29	0.26
77	Oakville	North Coast Valleys	14-Apr	5.01	0.88	4.13
77	Oakville	North Coast Valleys	14-May	6.94	0	6.94
77	Oakville	North Coast Valleys	14-Jun	7.27	0	7.27
77	Oakville	North Coast Valleys	14-Jul	6.97	0	6.97
77	Oakville	North Coast Valleys	14-Aug	5.76	0	5.76
77	Oakville	North Coast Valleys	14-Sep	4.68	0.49	4.19
77	Oakville	North Coast Valleys	14-Oct	3.41	0.88	2.53
77	Oakville	North Coast Valleys	14-Nov	1.74	2.51	-0.77
77	Oakville	North Coast Valleys	14-Dec	0.89	9.75	-8.86
Stn Id	Stn Name	CIMIS Region	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
77	Oakville	North Coast Valleys	15-Jan	1.78	0.07	1.71
77	Oakville	North Coast Valleys	15-Feb	0.32	5.43	-5.11
77	Oakville	North Coast Valleys	15-Mar	3.23	0.05	3.18
77	Oakville	North Coast Valleys	15-Apr	5.6	1.84	3.76
77	Oakville	North Coast Valleys	15-May	5.75	0.21	5.54
77	Oakville	North Coast Valleys	15-Jun	7.06	0.09	6.97
77	Oakville	North Coast Valleys	15-Jul	7.0	0.07	6.93

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Appendix B
CIMIS 2012-2015 Daily Reporting
ET_o-Precipitation



DELLAVALLE[®]
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California Irrigation Management Information System (CIMIS)**2012 Daily Reporting****Oakville - North Coast Valleys - Station 77**

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
1/1/2012	0.08	0	0.08	7/2/2012	0.22	0	0.22
1/2/2012	0.03	0	0.03	7/3/2012	0.25	0	0.25
1/3/2012	0.05	0	0.05	7/4/2012	0.25	0	0.25
1/4/2012	0.05	0	0.05	7/5/2012	0.23	0	0.23
1/5/2012	0.06	0	0.06	7/6/2012	0.24	0	0.24
1/6/2012	0.05	0.01	0.04	7/7/2012	0.28	0	0.28
1/7/2012	0.12	0	0.12	7/8/2012	0.24	0	0.24
1/8/2012	0.08	0	0.08	7/9/2012	0.23	0	0.23
1/9/2012	0.06	0	0.06	7/10/2012	0.25	0	0.25
1/10/2012	0.06	0	0.06	7/11/2012	0.27	0	0.27
1/11/2012	0.07	0	0.07	7/12/2012	0.25	0	0.25
1/12/2012	0.07	0	0.07	7/13/2012	0.22	0	0.22
1/13/2012	0.08	0	0.08	7/14/2012	0.2	0	0.2
1/14/2012	0.07	0	0.07	7/15/2012	0.21	0	0.21
1/15/2012	0.05	0	0.05	7/16/2012	0.2	0	0.2
1/16/2012	0.06	0	0.06	7/17/2012	0.09	0	0.09
1/17/2012	0.06	0	0.06	7/18/2012	0.23	0	0.23
1/18/2012	0.04	0	0.04	7/19/2012	0.23	0	0.23
1/19/2012	0	0.27	-0.27	7/20/2012	0.25	0	0.25
1/20/2012	0	1.68	-1.68	7/21/2012	0.28	0	0.28
1/21/2012	0.06	1	-0.94	7/22/2012	0.24	0	0.24
1/22/2012	0	0.08	-0.08	7/23/2012	0.22	0	0.22
1/23/2012	0.03	0.1	-0.07	7/24/2012	0.23	0	0.23
1/24/2012	0.04	0.04	0	7/25/2012	0.23	0	0.23
1/25/2012	0.06	0.03	0.03	7/26/2012	0.19	0	0.19
1/26/2012	0.04	0	0.04	7/27/2012	0.2	0	0.2
1/27/2012	0.1	0	0.1	7/28/2012	0.22	0	0.22
1/28/2012	0.08	0	0.08	7/29/2012	0.21	0	0.21
1/29/2012	0.08	0	0.08	7/30/2012	0.24	0	0.24
1/30/2012	0.05	0	0.05	7/31/2012	0.24	0	0.24
1/31/2012	0.05	0	0.05	8/1/2012	0.23	0	0.23
2/1/2012	0.05	0.05	0	8/2/2012	0.22	0	0.22
2/2/2012	0.1	0	0.1	8/3/2012	0.2	0	0.2
2/3/2012	0.09	0	0.09	8/4/2012	0.1	0	0.1
2/4/2012	0.09	0	0.09	8/5/2012	0.21	0	0.21
2/5/2012	0.08	0	0.08	8/6/2012	0.23	0	0.23
2/6/2012	0.07	0.02	0.05	8/7/2012	0.25	0	0.25
2/7/2012	0	0.78	-0.78	8/8/2012	0.24	0	0.24
2/8/2012	0.08	0.01	0.07	8/9/2012	0.25	0	0.25
2/9/2012	0.09	0	0.09	8/10/2012	0.24	0	0.24
2/10/2012	0.02	0.03	-0.01	8/11/2012	0.24	0	0.24
2/11/2012	0.07	0.02	0.05	8/12/2012	0.23	0	0.23
2/12/2012	0.03	0.1	-0.07	8/13/2012	0.23	0	0.23
2/13/2012	0.05	0.07	-0.02	8/14/2012	0.17	0	0.17
2/14/2012	0.08	0	0.08	8/15/2012	0.21	0	0.21
2/15/2012	0.13	0	0.13	8/16/2012	0.22	0	0.22

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
2/16/2012	0.12	0	0.12	8/17/2012	0.2	0	0.2
2/17/2012	0.09	0	0.09	8/18/2012	0.23	0	0.23
2/18/2012	0.08	0	0.08	8/19/2012	0.21	0	0.21
2/19/2012	0.1	0	0.1	8/20/2012	0.19	0	0.19
2/20/2012	0.06	0	0.06	8/21/2012	0.19	0	0.19
2/21/2012	0.08	0	0.08	8/22/2012	0.17	0	0.17
2/22/2012	0.13	0	0.13	8/23/2012	0.18	0	0.18
2/23/2012	0.19	0	0.19	8/24/2012	0.18	0	0.18
2/24/2012	0.15	0	0.15	8/25/2012	0.15	0	0.15
2/25/2012	0.11	0	0.11	8/26/2012	0.18	0	0.18
2/26/2012	0.1	0	0.1	8/27/2012	0.21	0	0.21
2/27/2012	0.08	0	0.08	8/28/2012	0.23	0	0.23
2/28/2012	0.08	0.24	-0.16	8/29/2012	0.23	0	0.23
2/29/2012	0.04	0.78	-0.74	8/30/2012	0.21	0	0.21
3/1/2012	0.08	0.79	-0.71	8/31/2012	0.15	0	0.15
3/2/2012	0.14	0	0.14	9/1/2012	0.16	0	0.16
3/3/2012	0.13	0	0.13	9/2/2012	0.2	0	0.2
3/4/2012	0.13	0	0.13	9/3/2012	0.22	0	0.22
3/5/2012	0.13	0	0.13	9/4/2012	0.19	0	0.19
3/6/2012	0.15	0	0.15	9/5/2012	0.11	0	0.11
3/7/2012	0.16	0	0.16	9/6/2012	0.19	0	0.19
3/8/2012	0.13	0	0.13	9/7/2012	0.19	0	0.19
3/9/2012	0.15	0	0.15	9/8/2012	0.19	0	0.19
3/10/2012	0.09	0	0.09	9/9/2012	0.19	0	0.19
3/11/2012	0.08	0	0.08	9/10/2012	0.19	0	0.19
3/12/2012	0.08	0.07	0.01	9/11/2012	0.18	0	0.18
3/13/2012	0.02	3.51	-3.49	9/12/2012	0.15	0	0.15
3/14/2012	0.02	1.02	-1	9/13/2012	0.18	0	0.18
3/15/2012	0.03	0.01	0.02	9/14/2012	0.17	0	0.17
3/16/2012	0.01	1.37	-1.36	9/15/2012	0.17	0	0.17
3/17/2012	0.05	0.05	0	9/16/2012	0.17	0	0.17
3/18/2012	0.12	0	0.12	9/17/2012	0.16	0	0.16
3/19/2012	0.09	0	0.09	9/18/2012	0.15	0	0.15
3/20/2012	0.1	0	0.1	9/19/2012	0.16	0	0.16
3/21/2012	0.08	0	0.08	9/20/2012	0.16	0	0.16
3/22/2012	0.15	0.01	0.14	9/21/2012	0.17	0	0.17
3/23/2012	0.11	0	0.11	9/22/2012	0.18	0	0.18
3/24/2012	0.02	1.19	-1.17	9/23/2012	0.16	0	0.16
3/25/2012	0.08	0.21	-0.13	9/24/2012	0.14	0	0.14
3/26/2012	0.08	0.01	0.07	9/25/2012	0.14	0	0.14
3/27/2012	0.02	2.14	-2.12	9/26/2012	0.12	0	0.12
3/28/2012	0.12	0.23	-0.11	9/27/2012	0.15	0	0.15
3/29/2012	0.05	0	0.05	9/28/2012	0.13	0	0.13
3/30/2012	0.04	0	0.04	9/29/2012	0.13	0	0.13
3/31/2012	0.06	1.15	-1.09	9/30/2012	0.17	0	0.17
4/1/2012	0.16	0	0.16	10/1/2012	0.19	0	0.19
4/2/2012	0.15	0	0.15	10/2/2012	0.2	0	0.2
4/3/2012	0.11	0.02	0.09	10/3/2012	0.17	0	0.17
4/4/2012	0.15	0	0.15	10/4/2012	0.13	0	0.13
4/5/2012	0.13	0	0.13	10/5/2012	0.14	0	0.14
4/6/2012	0.16	0	0.16	10/6/2012	0.13	0	0.13

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
4/7/2012	0.17	0	0.17	10/7/2012	0.14	0	0.14
4/8/2012	0.16	0	0.16	10/8/2012	0.14	0	0.14
4/9/2012	0.14	0	0.14	10/9/2012	0.1	0	0.1
4/10/2012	0.01	0.32	-0.31	10/10/2012	0.14	0	0.14
4/11/2012	0.11	0.03	0.08	10/11/2012	0.06	0	0.06
4/12/2012	0.11	0.07	0.04	10/12/2012	0.02	0	0.02
4/13/2012	0.11	0.03	0.08	10/13/2012	0.12	0	0.12
4/14/2012	0.18	0.05	0.13	10/14/2012	0.11	0	0.11
4/15/2012	0.15	0.05	0.1	10/15/2012	0.13	0	0.13
4/16/2012	0.17	0.04	0.13	10/16/2012	0.14	0	0.14
4/17/2012	0.17	0.03	0.14	10/17/2012	0.16	0	0.16
4/18/2012	0.19	0.04	0.15	10/18/2012	0.15	0	0.15
4/19/2012	0.19	0.02	0.17	10/19/2012	0.12	0	0.12
4/20/2012	0.2	0.22	-0.02	10/20/2012	0.11	0	0.11
4/21/2012	0.07	0	0.07	10/21/2012	0.1	0	0.1
4/22/2012	0.21	0	0.21	10/22/2012	0.08	0.08	0
4/23/2012	0.11	0	0.11	10/23/2012	0.06	0.01	0.05
4/24/2012	0.13	0	0.13	10/24/2012	0.06	0.12	-0.06
4/25/2012	0.09	0	0.09	10/25/2012	0.09	0.05	0.04
4/26/2012	0.15	0	0.15	10/26/2012	0.1	0	0.1
4/27/2012	0.2	0	0.2	10/27/2012	0.1	0	0.1
4/28/2012	0.21	0	0.21	10/28/2012	0.11	0	0.11
4/29/2012	0.21	0	0.21	10/29/2012	0.1	0	0.1
4/30/2012	0.22	0	0.22	10/30/2012	0.05	0.01	0.04
5/1/2012	0.2	0	0.2	10/31/2012	0.01	0.63	-0.62
5/2/2012	0.17	0	0.17	11/1/2012	0.06	0.01	0.05
5/3/2012	0.08	0	0.08	11/2/2012	0.07	0	0.07
5/4/2012	0.2	0	0.2	11/3/2012	0.09	0	0.09
5/5/2012	0.27	0	0.27	11/4/2012	0.09	0	0.09
5/6/2012	0.29	0	0.29	11/5/2012	0.1	0	0.1
5/7/2012	0.27	0	0.27	11/6/2012	0.1	0	0.1
5/8/2012	0.26	0	0.26	11/7/2012	0.02	0	0.02
5/9/2012	0.23	0	0.23	11/8/2012	0.04	0.08	-0.04
5/10/2012	0.23	0	0.23	11/9/2012	0.05	0	0.05
5/11/2012	0.26	0	0.26	11/10/2012	0.07	0	0.07
5/12/2012	0.24	0	0.24	11/11/2012	0.07	0.01	0.06
5/13/2012	0.19	0	0.19	11/12/2012	0.07	0	0.07
5/14/2012	0.21	0	0.21	11/13/2012	0.06	0	0.06
5/15/2012	0.22	0	0.22	11/14/2012	0.08	0	0.08
5/16/2012	0.2	0	0.2	11/15/2012	0.07	0	0.07
5/17/2012	0.2	0	0.2	11/16/2012	0.01	0.66	-0.65
5/18/2012	0.24	0	0.24	11/17/2012	0.03	1.44	-1.41
5/19/2012	0.23	0	0.23	11/18/2012	0.04	0	0.04
5/20/2012	0.25	0	0.25	11/19/2012	0.05	0	0.05
5/21/2012	0.22	0	0.22	11/20/2012	0.01	0.97	-0.96
5/22/2012	0.25	0	0.25	11/21/2012	0.06	0.04	0.02
5/23/2012	0.25	0	0.25	11/22/2012	0.06	0.01	0.05
5/24/2012	0.26	0	0.26	11/23/2012	0.07	0	0.07
5/25/2012	0.17	0	0.17	11/24/2012	0.06	0.01	0.05
5/26/2012	0.19	0	0.19	11/25/2012	0.06	0	0.06
5/27/2012	0.19	0	0.19	11/26/2012	0.06	0.01	0.05

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
5/28/2012	0.2	0	0.2	11/27/2012	0.02	0	0.02
5/29/2012	0.23	0	0.23	11/28/2012	0.02	0.79	-0.77
5/30/2012	0.24	0	0.24	11/29/2012	0.01	2.37	-2.36
5/31/2012	0.26	0	0.26	11/30/2012	0	4.15	-4.15
6/1/2012	0.25	0	0.25	12/1/2012	0.02	1.26	-1.24
6/2/2012	0.26	0	0.26	12/2/2012	0.04	1.88	-1.84
6/3/2012	0.25	0	0.25	12/3/2012	0.05	0.01	0.04
6/4/2012	0.09	0	0.09	12/4/2012	0.01	0.32	-0.31
6/5/2012	0.21	0	0.21	12/5/2012	0.01	0.31	-0.3
6/6/2012	0.24	0	0.24	12/6/2012	0.04	0	0.04
6/7/2012	0.25	0	0.25	12/7/2012	0.05	0.01	0.04
6/8/2012	0.26	0	0.26	12/8/2012	0.04	0.01	0.03
6/9/2012	0.3	0	0.3	12/9/2012	0.08	0	0.08
6/10/2012	0.33	0	0.33	12/10/2012	0.06	0	0.06
6/11/2012	0.28	0	0.28	12/11/2012	0.05	0.02	0.03
6/12/2012	0.28	0	0.28	12/12/2012	0.05	0.01	0.04
6/13/2012	0.24	0	0.24	12/13/2012	0.06	0	0.06
6/14/2012	0.25	0	0.25	12/14/2012	0.03	0	0.03
6/15/2012	0.25	0	0.25	12/15/2012	0	0.17	-0.17
6/16/2012	0.28	0	0.28	12/16/2012	0.01	0.19	-0.18
6/17/2012	0.27	0	0.27	12/17/2012	0.03	0.12	-0.09
6/18/2012	0.22	0	0.22	12/18/2012	0.06	0.01	0.05
6/19/2012	0.25	0	0.25	12/19/2012	0.05	0	0.05
6/20/2012	0.28	0	0.28	12/20/2012	0.07	0.06	0.01
6/21/2012	0.22	0	0.22	12/21/2012	0.01	1.7	-1.69
6/22/2012	0.12	0	0.12	12/22/2012	0.04	1.22	-1.18
6/23/2012	0.23	0	0.23	12/23/2012	0	2.82	-2.82
6/24/2012	0.24	0	0.24	12/24/2012	0.05	0.02	0.03
6/25/2012	0.23	0	0.23	12/25/2012	0	0.71	-0.71
6/26/2012	0.25	0	0.25	12/26/2012	0.03	0.53	-0.5
6/27/2012	0.27	0	0.27	12/27/2012	0.05	0	0.05
6/28/2012	0.26	0	0.26	12/28/2012	0.01	0.01	0
6/29/2012	0.24	0	0.24	12/29/2012	0.04	0	0.04
6/30/2012	0.25	0	0.25	12/30/2012	0.06	0	0.06
7/1/2012	0.22	0	0.22	12/31/2012	0.05	0	0.05
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California Irrigation Management Information System (CIMIS)**2013 Daily Reporting****Oakville - North Coast Valleys- Station 77**

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
1/1/2013	0.06	0	0.06	7/3/2013	0.26	0	0.26
1/2/2013	0.06	0	0.06	7/4/2013	0.27	0	0.27
1/3/2013	0.05	0	0.05	7/5/2013	0.24	0	0.24
1/4/2013	0.05	0	0.05	7/6/2013	0.21	0	0.21
1/5/2013	0	0.51	-0.51	7/7/2013	0.23	0	0.23
1/6/2013	0.02	0.03	-0.01	7/8/2013	0.24	0	0.24
1/7/2013	0.04	0	0.04	7/9/2013	0.27	0	0.27
1/8/2013	0.04	0.01	0.03	7/10/2013	0.26	0	0.26
1/9/2013	0.01	0.02	-0.01	7/11/2013	0.22	0	0.22
1/10/2013	0.04	0	0.04	7/12/2013	0.21	0	0.21
1/11/2013	0.03	0	0.03	7/13/2013	0.24	0	0.24
1/12/2013	0.05	0	0.05	7/14/2013	0.24	0	0.24
1/13/2013	0.07	0.01	0.06	7/15/2013	0.20	0	0.2
1/14/2013	0.07	0	0.07	7/16/2013	0.20	0	0.2
1/15/2013	0.05	0	0.05	7/17/2013	0.22	0	0.22
1/16/2013	0.06	0	0.06	7/18/2013	0.23	0	0.23
1/17/2013	0.05	0.01	0.04	7/19/2013	0.22	0	0.22
1/18/2013	0.07	0	0.07	7/20/2013	0.21	0	0.21
1/19/2013	0.08	0	0.08	7/21/2013	0.23	0	0.23
1/20/2013	0.07	0	0.07	7/22/2013	0.18	0	0.18
1/21/2013	0.07	0	0.07	7/23/2013	0.17	0	0.17
1/22/2013	0.06	0	0.06	7/24/2013	0.25	0	0.25
1/23/2013	0	0.36	-0.36	7/25/2013	0.24	0	0.24
1/24/2013	0.03	0	0.03	7/26/2013	0.23	0	0.23
1/25/2013	0.05	0	0.05	7/27/2013	0.21	0	0.21
1/26/2013	0.07	0	0.07	7/28/2013	0.20	0	0.2
1/27/2013	0.07	0	0.07	7/29/2013	0.17	0	0.17
1/28/2013	0.07	0	0.07	7/30/2013	0.20	0	0.2
1/29/2013	0.07	0	0.07	7/31/2013	0.20	0	0.2
1/30/2013	0.08	0	0.08	8/1/2013	0.23	0	0.23
1/31/2013	0.08	0	0.08	8/2/2013	0.23	0	0.23
2/1/2013	0.08	0.01	0.07	8/3/2013	0.20	0	0.2
2/2/2013	0.06	0	0.06	8/4/2013	0.18	0	0.18
2/3/2013	0.06	0	0.06	8/5/2013	0.20	0	0.2
2/4/2013	0.03	0.01	0.02	8/6/2013	0.18	0	0.18
2/5/2013	0.05	0	0.05	8/7/2013	0.17	0	0.17
2/6/2013	0.08	0.01	0.07	8/8/2013	0.20	0	0.2
2/7/2013	0.08	0.09	-0.01	8/9/2013	0.19	0	0.19
2/8/2013	0.09	0	0.09	8/10/2013	0.20	0	0.2
2/9/2013	0.10	0	0.1	8/11/2013	0.19	0	0.19
2/10/2013	0.09	0	0.09	8/12/2013	0.19	0	0.19
2/11/2013	0.11	0	0.11	8/13/2013	0.24	0	0.24
2/12/2013	0.09	0	0.09	8/14/2013	0.23	0	0.23
2/13/2013	0.09	0	0.09	8/15/2013	0.23	0	0.23
2/14/2013	0.1	0	0.1	8/16/2013	0.23	0	0.23
2/15/2013	0.11	0	0.11	8/17/2013	0.14	0	0.14

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
2/16/2013	0.10	0	0.1	8/18/2013	0.22	0	0.22
2/17/2013	0.10	0	0.1	8/19/2013	0.14	0	0.14
2/18/2013	0.05	0	0.05	8/20/2013	0.20	0	0.2
2/19/2013	0.05	0.24	-0.19	8/21/2013	0.19	0	0.19
2/20/2013	0.11	0	0.11	8/22/2013	0.19	0	0.19
2/21/2013	0.11	0	0.11	8/23/2013	0.19	0	0.19
2/22/2013	0.11	0	0.11	8/24/2013	0.21	0	0.21
2/23/2013	0.12	0	0.12	8/25/2013	0.20	0	0.2
2/24/2013	0.14	0	0.14	8/26/2013	0.20	0	0.2
2/25/2013	0.11	0	0.11	8/27/2013	0.22	0	0.22
2/26/2013	0.14	0	0.14	8/28/2013	0.20	0	0.2
2/27/2013	0.12	0	0.12	8/29/2013	0.21	0	0.21
2/28/2013	0.11	0	0.11	8/30/2013	0.22	0	0.22
3/1/2013	0.12	0	0.12	8/31/2013	0.21	0	0.21
3/2/2013	0.08	0	0.08	9/1/2013	0.17	0	0.17
3/3/2013	0.11	0	0.11	9/2/2013	0.20	0	0.2
3/4/2013	0.07	0	0.07	9/3/2013	0.21	0	0.21
3/5/2013	0.07	0.58	-0.51	9/4/2013	0.20	0	0.2
3/6/2013	0.08	0.26	-0.18	9/5/2013	0.20	0	0.2
3/7/2013	0.06	0	0.06	9/6/2013	0.22	0	0.22
3/8/2013	0.13	0	0.13	9/7/2013	0.24	0	0.24
3/9/2013	0.15	0	0.15	9/8/2013	0.21	0	0.21
3/10/2013	0.14	0	0.14	9/9/2013	0.20	0	0.2
3/11/2013	0.14	0	0.14	9/10/2013	0.17	0	0.17
3/12/2013	0.14	0	0.14	9/11/2013	0.14	0	0.14
3/13/2013	0.14	0	0.14	9/12/2013	0.16	0	0.16
3/14/2013	0.09	0	0.09	9/13/2013	0.16	0	0.16
3/15/2013	0.12	0	0.12	9/14/2013	0.15	0	0.15
3/16/2013	0.15	0	0.15	9/15/2013	0.17	0	0.17
3/17/2013	0.14	0	0.14	9/16/2013	0.17	0	0.17
3/18/2013	0.11	0	0.11	9/17/2013	0.18	0	0.18
3/19/2013	0.05	0.06	-0.01	9/18/2013	0.20	0	0.2
3/20/2013	0.02	0.48	-0.46	9/19/2013	0.20	0	0.2
3/21/2013	0.14	0.01	0.13	9/20/2013	0.17	0	0.17
3/22/2013	0.18	0	0.18	9/21/2013	0.04	0	0.04
3/23/2013	0.16	0	0.16	9/22/2013	0.13	0	0.13
3/24/2013	0.16	0	0.16	9/23/2013	0.16	0	0.16
3/25/2013	0.12	0	0.12	9/24/2013	0.17	0	0.17
3/26/2013	0.16	0	0.16	9/25/2013	0.14	0	0.14
3/27/2013	0.06	0	0.06	9/26/2013	0.18	0	0.18
3/28/2013	0.07	0	0.07	9/27/2013	0.17	0	0.17
3/29/2013	0.17	0	0.17	9/28/2013	0.17	0	0.17
3/30/2013	0.07	0.33	-0.26	9/29/2013	0.05	0	0.05
3/31/2013	0.09	0.26	-0.17	9/30/2013	0.09	0	0.09
4/1/2013	0.09	0	0.09	10/1/2013	0.14	0	0.14
4/2/2013	0.13	0	0.13	10/2/2013	0.16	0	0.16
4/3/2013	0.14	0	0.14	10/3/2013	0.20	0	0.2
4/4/2013	0.06	0.67	-0.61	10/4/2013	0.22	0	0.22
4/5/2013	0.13	0.01	0.12	10/5/2013	0.17	0	0.17
4/6/2013	0.10	0	0.1	10/6/2013	0.15	0	0.15
4/7/2013	0.15	0.1	0.05	10/7/2013	0.16	0	0.16

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
4/8/2013	0.22	0	0.22	10/8/2013	0.13	0	0.13
4/9/2013	0.25	0	0.25	10/9/2013	0.14	0	0.14
4/10/2013	0.23	0	0.23	10/10/2013	0.13	0	0.13
4/11/2013	0.19	0	0.19	10/11/2013	0.11	0	0.11
4/12/2013	0.19	0	0.19	10/12/2013	0.12	0	0.12
4/13/2013	0.19	0	0.19	10/13/2013	0.14	0	0.14
4/14/2013	0.21	0	0.21	10/14/2013	0.14	0	0.14
4/15/2013	0.19	0	0.19	10/15/2013	0.16	0	0.16
4/16/2013	0.24	0	0.24	10/16/2013	0.14	0	0.14
4/17/2013	0.25	0	0.25	10/17/2013	0.14	0	0.14
4/18/2013	0.23	0	0.23	10/18/2013	0.14	0	0.14
4/19/2013	0.22	0	0.22	10/19/2013	0.13	0	0.13
4/20/2013	0.24	0	0.24	10/20/2013	0.12	0	0.12
4/21/2013	0.25	0	0.25	10/21/2013	0.09	0	0.09
4/22/2013	0.27	0	0.27	10/22/2013	0.10	0	0.1
4/23/2013	0.27	0	0.27	10/23/2013	0.09	0	0.09
4/24/2013	0.20	0	0.2	10/24/2013	0.06	0	0.06
4/25/2013	0.17	0	0.17	10/25/2013	0.09	0	0.09
4/26/2013	0.19	0	0.19	10/26/2013	0.11	0	0.11
4/27/2013	0.20	0	0.2	10/27/2013	0.08	0	0.08
4/28/2013	0.22	0	0.22	10/28/2013	0.09	0	0.09
4/29/2013	0.25	0	0.25	10/29/2013	0.08	0	0.08
4/30/2013	0.29	0	0.29	10/30/2013	0.08	0	0.08
5/1/2013	0.30	0	0.3	10/31/2013	0.10	0	0.1
5/2/2013	0.28	0	0.28	11/1/2013	0.10	0	0.1
5/3/2013	0.25	0	0.25	11/2/2013	0.09	0	0.09
5/4/2013	0.26	0	0.26	11/3/2013	0.10	0	0.1
5/5/2013	0.09	0	0.09	11/4/2013	0.14	0	0.14
5/6/2013	0.07	0	0.07	11/5/2013	0.11	0	0.11
5/7/2013	0.18	0	0.18	11/6/2013	0.10	0	0.1
5/8/2013	0.16	0	0.16	11/7/2013	0.10	0	0.1
5/9/2013	0.20	0	0.2	11/8/2013	0.10	0	0.1
5/10/2013	0.21	0	0.21	11/9/2013	0.09	0	0.09
5/11/2013	0.22	0	0.22	11/10/2013	0.08	0	0.08
5/12/2013	0.24	0	0.24	11/11/2013	0.05	0.13	-0.08
5/13/2013	0.23	0	0.23	11/12/2013	0.04	0	0.04
5/14/2013	0.23	0	0.23	11/13/2013	0.09	0.12	-0.03
5/15/2013	0.20	0	0.2	11/14/2013	0.03	0	0.03
5/16/2013	0.19	0	0.19	11/15/2013	0.08	0.08	0
5/17/2013	0.23	0	0.23	11/16/2013	0.07	0	0.07
5/18/2013	0.24	0	0.24	11/17/2013	0.06	0	0.06
5/19/2013	0.26	0	0.26	11/18/2013	0.04	0.12	-0.08
5/20/2013	0.29	0	0.29	11/19/2013	0.01	0.47	-0.46
5/21/2013	0.25	0	0.25	11/20/2013	0.01	0.2	-0.19
5/22/2013	0.23	0	0.23	11/21/2013	0.14	0	0.14
5/23/2013	0.21	0	0.21	11/22/2013	0.17	0	0.17
5/24/2013	0.24	0	0.24	11/23/2013	0.11	0	0.11
5/25/2013	0.22	0	0.22	11/24/2013	0.06	0	0.06
5/26/2013	0.24	0	0.24	11/25/2013	0.06	0	0.06
5/27/2013	0.07	0	0.07	11/26/2013	0.05	0	0.05
5/28/2013	0.20	0	0.2	11/27/2013	0.06	0	0.06

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
5/29/2013	0.25	0	0.25	11/28/2013	0.07	0	0.07
5/30/2013	0.25	0	0.25	11/29/2013	0.07	0	0.07
5/31/2013	0.27	0	0.27	11/30/2013	0.06	0	0.06
6/1/2013	0.25	0	0.25	12/1/2013	0.06	0	0.06
6/2/2013	0.25	0	0.25	12/2/2013	0.05	0	0.05
6/3/2013	0.23	0	0.23	12/3/2013	0.05	0	0.05
6/4/2013	0.23	0	0.23	12/4/2013	0.07	0	0.07
6/5/2013	0.22	0	0.22	12/5/2013	0.06	0	0.06
6/6/2013	0.23	0	0.23	12/6/2013	0.03	0.8	-0.77
6/7/2013	0.24	0	0.24	12/7/2013	0.06	0.01	0.05
6/8/2013	0.26	0	0.26	12/8/2013	0.05	0	0.05
6/9/2013	0.22	0	0.22	12/9/2013	0.06	0	0.06
6/10/2013	0.04	0	0.04	12/10/2013	0.06	0	0.06
6/11/2013	0.22	0	0.22	12/11/2013	0.06	0	0.06
6/12/2013	0.26	0	0.26	12/12/2013	0.06	0	0.06
6/13/2013	0.26	0	0.26	12/13/2013	0.05	0	0.05
6/14/2013	0.28	0	0.28	12/14/2013	0.06	0	0.06
6/15/2013	0.23	0	0.23	12/15/2013	0.05	0	0.05
6/16/2013	0.27	0	0.27	12/16/2013	0.06	0	0.06
6/17/2013	0.26	0	0.26	12/17/2013	0.05	0	0.05
6/18/2013	0.25	0	0.25	12/18/2013	0.04	0	0.04
6/19/2013	0.25	0	0.25	12/19/2013	0.10	0	0.1
6/20/2013	0.27	0	0.27	12/20/2013	0.10	0	0.1
6/21/2013	0.26	0	0.26	12/21/2013	0.05	0	0.05
6/22/2013	0.28	0	0.28	12/22/2013	0.06	0	0.06
6/23/2013	0.09	0	0.09	12/23/2013	0.06	0	0.06
6/24/2013	0.05	0	0.05	12/24/2013	0.06	0	0.06
6/25/2013	0.03	0	0.03	12/25/2013	0.06	0	0.06
6/26/2013	0.18	0	0.18	12/26/2013	0.06	0	0.06
6/27/2013	0.25	0	0.25	12/27/2013	0.04	0	0.04
6/28/2013	0.28	0	0.28	12/28/2013	0.10	0	0.1
6/29/2013	0.29	0	0.29	12/29/2013	0.10	0	0.1
6/30/2013	0.27	0	0.27	12/30/2013	0.06	0	0.06
7/1/2013	0.26	0	0.26	12/31/2013	0.05	0	0.05
7/2/2013	0.26	0	0.26				
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California Irrigation Management Information System (CIMIS)**2014 Daily Reporting****Oakville - North Coast Valleys - Station 77**

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
1/1/2014	0.06	0	2.5	7/3/2014	0.23	0	4.2
1/2/2014	0.06	0	2.2	7/4/2014	0.23	0	4.1
1/3/2014	0.06	0	2.5	7/5/2014	0.24	0	3.5
1/4/2014	0.09	0	3.2	7/6/2014	0.26	0	3.9
1/5/2014	0.09	0	3.4	7/7/2014	0.17	0	3.7
1/6/2014	0.05	0	2.4	7/8/2014	0.24	0	4.6
1/7/2014	0.06	0	2.5	7/9/2014	0.22	0	4.2
1/8/2014	0.04	0	2.4	7/10/2014	0.22	0	4.3
1/9/2014	0.06	0	2.7	7/11/2014	0.24	0	5
1/10/2014	0.06	0	2.6	7/12/2014	0.24	0	4
1/11/2014	0.01	0.03	2.6	7/13/2014	0.23	0	3.5
1/12/2014	0.08	0.01	4	7/14/2014	0.24	0	4.3
1/13/2014	0.08	0	3.4	7/15/2014	0.2	0	4.7
1/14/2014	0.07	0	2.6	7/16/2014	0.17	0	5.3
1/15/2014	0.08	0	2.7	7/17/2014	0.21	0	5.6
1/16/2014	0.09	0	3	7/18/2014	0.22	0	4.2
1/17/2014	0.09	0	2.7	7/19/2014	0.24	0	4
1/18/2014	0.08	0	2.9	7/20/2014	0.06	0	3.8
1/19/2014	0.09	0	3	7/21/2014	0.21	0	4.8
1/20/2014	0.08	0	2.8	7/22/2014	0.23	0	4.8
1/21/2014	0.08	0	2.9	7/23/2014	0.24	0	4.4
1/22/2014	0.08	0	3.3	7/24/2014	0.26	0	3.9
1/23/2014	0.12	0	4.4	7/25/2014	0.28	0	3.7
1/24/2014	0.1	0	3.2	7/26/2014	0.26	0	4.4
1/25/2014	0.1	0	2.9	7/27/2014	0.24	0	4.3
1/26/2014	0.07	0	2.4	7/28/2014	0.22	0	4
1/27/2014	0.05	0	2.2	7/29/2014	0.25	0	5
1/28/2014	0.05	0	2.8	7/30/2014	0.23	0	3.9
1/29/2014	0.02	0.01	3.1	7/31/2014	0.22	0	3.5
1/30/2014	0.07	0.04	3.3	8/1/2014	0.25	0	3.8
1/31/2014	0.09	0	3.6	8/2/2014	0.21	0	4.2
2/1/2014	0.09	0	3.7	8/3/2014	0.17	0	4.4
2/2/2014	0	0.47	3.3	8/4/2014	0.12	0	3.3
2/3/2014	0.05	0	2.8	8/5/2014	0.02	0	2.1
2/4/2014	0.06	0	2.7	8/6/2014	0.19	0	3.8
2/5/2014	0.05	0.31	2.9	8/7/2014	0.19	0	4
2/6/2014	0.01	0.62	2.4	8/8/2014	0.19	0	3.7
2/7/2014	0	0.94	4.8	8/9/2014	0.2	0	4.8
2/8/2014	0	3.46	5.4	8/10/2014	0.19	0	4.2
2/9/2014	0	1.75	4.3	8/11/2014	0.21	0	3.8
2/10/2014	0.05	0	2.4	8/12/2014	0.19	0	4.2
2/11/2014	0.06	0.01	3	8/13/2014	0.21	0	3.9
2/12/2014	0.03	0	2.2	8/14/2014	0.21	0	4.2
2/13/2014	0.05	0	2.1	8/15/2014	0.22	0	3.9
2/14/2014	0.04	0.01	3.6	8/16/2014	0.22	0	3.8
2/15/2014	0.02	0.11	3.7	8/17/2014	0.21	0	3.9

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
2/16/2014	0.09	0	3.2	8/18/2014	0.18	0	4.5
2/17/2014	0.08	0	3	8/19/2014	0.17	0	5.1
2/18/2014	0.07	0	3.1	8/20/2014	0.11	0	4.8
2/19/2014	0.11	0	3.7	8/21/2014	0.2	0	4
2/20/2014	0.1	0	3	8/22/2014	0.18	0	4.3
2/21/2014	0.11	0	2.9	8/23/2014	0.19	0	4
2/22/2014	0.11	0	2.7	8/24/2014	0.19	0	4.2
2/23/2014	0.1	0	2.9	8/25/2014	0.17	0	4.9
2/24/2014	0.12	0	3.2	8/26/2014	0.2	0	3.7
2/25/2014	0.09	0	3.5	8/27/2014	0.22	0	3.8
2/26/2014	0.01	1.73	3.6	8/28/2014	0.21	0	3.3
2/27/2014	0.07	0.18	4.2	8/29/2014	0.12	0	2.8
2/28/2014	0.04	1.92	4.4	8/30/2014	0.22	0	3.5
3/1/2014	0.08	0.15	4.8	8/31/2014	0.21	0	3.6
3/2/2014	0.03	0.05	2.9	9/1/2014	0.22	0	3.4
3/3/2014	0.02	0.31	4	9/2/2014	0.17	0	5.3
3/4/2014	0.05	0.03	2.5	9/3/2014	0.17	0	3.3
3/5/2014	0.04	0.26	3.9	9/4/2014	0.16	0	3.2
3/6/2014	0.1	0	4	9/5/2014	0.16	0	3.3
3/7/2014	0.12	0	3	9/6/2014	0.17	0	3.3
3/8/2014	0.12	0	2.9	9/7/2014	0.19	0	3.2
3/9/2014	0.07	0	2.9	9/8/2014	0.16	0	3.1
3/10/2014	0.13	0.01	3.7	9/9/2014	0.16	0	3.1
3/11/2014	0.21	0	7.8	9/10/2014	0.2	0	3.1
3/12/2014	0.2	0	6.4	9/11/2014	0.2	0	2.8
3/13/2014	0.17	0	3.9	9/12/2014	0.19	0	2.6
3/14/2014	0.13	0.02	2.9	9/13/2014	0.18	0	3.1
3/15/2014	0.16	0	3.7	9/14/2014	0.18	0	3
3/16/2014	0.17	0	4	9/15/2014	0.18	0	3.6
3/17/2014	0.16	0	4.1	9/16/2014	0.18	0	3
3/18/2014	0.2	0	6.1	9/17/2014	0.17	0	3.7
3/19/2014	0.16	0	3.1	9/18/2014	0.08	0	3.5
3/20/2014	0.17	0	3.5	9/19/2014	0.13	0	3.2
3/21/2014	0.14	0	3.5	9/20/2014	0.15	0	3.5
3/22/2014	0.15	0	3.5	9/21/2014	0.15	0	4.4
3/23/2014	0.16	0	3.1	9/22/2014	0.14	0	2.9
3/24/2014	0.17	0	3.4	9/23/2014	0.16	0	3.9
3/25/2014	0.04	0.1	3.7	9/24/2014	0.12	0	4.2
3/26/2014	0.09	0.51	4.3	9/25/2014	0.12	0.32	3.7
3/27/2014	0.06	0.01	3.9	9/26/2014	0.12	0.04	3
3/28/2014	0.06	0.01	3.9	9/27/2014	0.14	0.01	3
3/29/2014	0.02	0.97	5	9/28/2014	0.07	0	2.4
3/30/2014	0.15	0	4.7	9/29/2014	0.11	0	2.8
3/31/2014	0.01	0.86	3.1	9/30/2014	0.13	0.12	2.5
4/1/2014	0.03	0.71	3.3	10/1/2014	0.2	0	4
4/2/2014	0.13	0	4	10/2/2014	0.17	0	2.4
4/3/2014	0.14	0	3.8	10/3/2014	0.17	0	2.4
4/4/2014	0.06	0.16	2.9	10/4/2014	0.18	0	2.6
4/5/2014	0.16	0.01	3.6	10/5/2014	0.17	0	2.6
4/6/2014	0.19	0	3.3	10/6/2014	0.16	0	2.5
4/7/2014	0.19	0	2.7	10/7/2014	0.14	0	3.2

Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
4/8/2014	0.2	0	3.3	10/8/2014	0.16	0	2.9
4/9/2014	0.15	0	3.2	10/9/2014	0.14	0	3.2
4/10/2014	0.18	0	3.1	10/10/2014	0.1	0	2.7
4/11/2014	0.13	0	3.7	10/11/2014	0.13	0	2.4
4/12/2014	0.16	0	5.7	10/12/2014	0.19	0	4.7
4/13/2014	0.19	0	3.7	10/13/2014	0.16	0	3.3
4/14/2014	0.15	0	3.4	10/14/2014	0.02	0.04	3.1
4/15/2014	0.15	0	3.1	10/15/2014	0.08	0.11	3
4/16/2014	0.2	0	3	10/16/2014	0.1	0	3
4/17/2014	0.2	0	4.1	10/17/2014	0.06	0	2.2
4/18/2014	0.2	0	3.7	10/18/2014	0.11	0	2.9
4/19/2014	0.2	0	4.4	10/19/2014	0.11	0	3.3
4/20/2014	0.21	0	3.1	10/20/2014	0.06	0	3.4
4/21/2014	0.13	0	3.5	10/21/2014	0	0	2.7
4/22/2014	0.21	0	6.4	10/22/2014	0.11	0	3.1
4/23/2014	0.2	0	4.8	10/23/2014	0.05	0	2.1
4/24/2014	0.17	0	5.1	10/24/2014	0.11	0	3.6
4/25/2014	0.04	0	3.3	10/25/2014	0.06	0.51	4
4/26/2014	0.17	0	5.5	10/26/2014	0.1	0.01	3.2
4/27/2014	0.15	0	4.9	10/27/2014	0.08	0	2.1
4/28/2014	0.21	0	3.7	10/28/2014	0.1	0	2.2
4/29/2014	0.26	0	3.8	10/29/2014	0.1	0	2.2
4/30/2014	0.25	0	3.5	10/30/2014	0.08	0	3.1
5/1/2014	0.25	0	3.6	10/31/2014	0.01	0.21	2.6
5/2/2014	0.24	0	3.8	11/1/2014	0.08	0	2.3
5/3/2014	0.21	0	5.5	11/2/2014	0.09	0.01	2.7
5/4/2014	0.16	0	4.5	11/3/2014	0.08	0	2.3
5/5/2014	0.2	0	5	11/4/2014	0.08	0	2.4
5/6/2014	0.21	0	4.7	11/5/2014	0.09	0	2.7
5/7/2014	0.21	0	3.9	11/6/2014	0.09	0	2.5
5/8/2014	0.09	0	3.3	11/7/2014	0.08	0	2
5/9/2014	0.19	0	5.2	11/8/2014	0.09	0	2.3
5/10/2014	0.21	0	4.1	11/9/2014	0.09	0	2.5
5/11/2014	0.27	0	5.7	11/10/2014	0.09	0	2.7
5/12/2014	0.25	0	3.5	11/11/2014	0.02	0	2.4
5/13/2014	0.27	0	3.3	11/12/2014	0.05	0.01	2.2
5/14/2014	0.28	0	3.5	11/13/2014	0.03	0.16	2.3
5/15/2014	0.26	0	3.1	11/14/2014	0.05	0.01	2.5
5/16/2014	0.24	0	3.7	11/15/2014	0.06	0	2.2
5/17/2014	0.21	0	3.8	11/16/2014	0.06	0.01	2.8
5/18/2014	0.23	0	4.5	11/17/2014	0.08	0	2.8
5/19/2014	0.2	0	5.9	11/18/2014	0.08	0	3.4
5/20/2014	0.2	0	3.9	11/19/2014	0	0.39	1.9
5/21/2014	0.22	0	4.4	11/20/2014	0	0.39	2.2
5/22/2014	0.21	0	4.4	11/21/2014	0.03	0.01	2.4
5/23/2014	0.2	0	3.8	11/22/2014	0.04	0.52	4.6
5/24/2014	0.23	0	4	11/23/2014	0.05	0.05	2.2
5/25/2014	0.25	0	3.5	11/24/2014	0.06	0.01	2.1
5/26/2014	0.26	0	3.7	11/25/2014	0.06	0	2.3
5/27/2014	0.25	0	3.6	11/26/2014	0.07	0	2.7
5/28/2014	0.24	0	3.5	11/27/2014	0.06	0	2.3

5/29/2014	0.27	0	3.8	11/28/2014	0.04	0.11	2.3
Date	ETo (in)	Precip (in)	ET _o -Precip (in)	Date	ETo (in)	Precip (in)	ET _o -Precip (in)
5/30/2014	0.21	0	4.3	11/29/2014	0.02	0.31	3.1
5/31/2014	0.21	0	3.6	11/30/2014	0.01	0.52	2.2
6/1/2014	0.23	0	4	12/1/2014	0.04	0.2	2.1
6/2/2014	0.2	0	5.4	12/2/2014	0.01	1.19	2.9
6/3/2014	0.21	0	4.2	12/3/2014	0.01	2.81	3.5
6/4/2014	0.24	0	3.8	12/4/2014	0.01	0.45	1.7
6/5/2014	0.23	0	5.3	12/5/2014	0.02	0.11	3.3
6/6/2014	0.22	0	3.5	12/6/2014	0.03	0.06	2.1
6/7/2014	0.21	0	3.4	12/7/2014	0.03	0.03	2.1
6/8/2014	0.27	0	2.9	12/8/2014	0.02	0.03	1.8
6/9/2014	0.28	0	3.6	12/9/2014	0.01	0.01	1.8
6/10/2014	0.23	0	3.9	12/10/2014	0.01	0.03	4.3
6/11/2014	0.2	0	5.6	12/11/2014	0	0.25	4.9
6/12/2014	0.24	0	4.6	12/12/2014	0.01	0.2	2
6/13/2014	0.25	0	3.2	12/13/2014	0.04	0.01	2.5
6/14/2014	0.23	0	3.3	12/14/2014	0.03	0.12	2.4
6/15/2014	0.23	0	4.5	12/15/2014	0	1.83	2.4
6/16/2014	0.24	0	4	12/16/2014	0.02	1.14	3
6/17/2014	0.26	0	3.6	12/17/2014	0.02	0.23	2.9
6/18/2014	0.3	0	4.3	12/18/2014	0.01	0.1	2
6/19/2014	0.24	0	4.1	12/19/2014	0	0.86	3.6
6/20/2014	0.28	0	4	12/20/2014	0.01	0.02	2.6
6/21/2014	0.25	0	4.3	12/21/2014	0.03	0.01	2.5
6/22/2014	0.24	0	4.6	12/22/2014	0.03	0.01	2.2
6/23/2014	0.24	0	3.8	12/23/2014	0.05	0.01	2.3
6/24/2014	0.27	0	4	12/24/2014	0.02	0.04	3.5
6/25/2014	0.2	0	4.7	12/25/2014	0.06	0	4.6
6/26/2014	0.23	0	6.9	12/26/2014	0.08	0	6.2
6/27/2014	0.24	0	4.6	12/27/2014	0.05	0	2.4
6/28/2014	0.25	0	3.7	12/28/2014	0.05	0	2.2
6/29/2014	0.27	0	3.2	12/29/2014	0.01	0	2.3
6/30/2014	0.28	0	4.3	12/30/2014	0.07	0	8.1
7/1/2014	0.24	0	4.6	12/31/2014	0.08	0	4.9
7/2/2014	0.2	0	4.3				
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California Irrigation Management Information System (CIMIS)**2015 Daily Reporting****Oakville - North Coast Valleys - Station 77**

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
1/1/2015	0.07	0	3.3	4/17/2015	0.22	0	3.6
1/2/2015	0.05	0	2.3	4/18/2015	0.19	0	3.7
1/3/2015	0.05	0	2.5	4/19/2015	0.17	0	3.9
1/4/2015	0.05	0	2.6	4/20/2015	0.18	0	4.3
1/5/2015	0.05	0	3	4/21/2015	0.12	0	5.3
1/6/2015	0.07	0	3.5	4/22/2015	0.17	0	4.3
1/7/2015	0.07	0	3	4/23/2015	0.18	0	3.9
1/8/2015	0.04	0	1.9	4/24/2015	0.2	0.55	6.4
1/9/2015	0.04	0	2	4/25/2015	0.17	0.11	4.4
1/10/2015	0.04	0	2.1	4/26/2015	0.21	0	4
1/11/2015	0.05	0	2.4	4/27/2015	0.26	0.03	4.8
1/12/2015	0.06	0.01	2.3	4/28/2015	0.2	0	4.6
1/13/2015	0.08	0	4	4/29/2015	0.21	0	3.2
1/14/2015	0.06	0	2.6	4/30/2015	0.25	0	3.5
1/15/2015	0.03	0	2.6	5/1/2015	0.23	0	4.4
1/16/2015	0.02	0.01	1.9	5/2/2015	0.19	0	3.7
1/17/2015	0.05	0.01	2.5	5/3/2015	0.18	0	5.1
1/18/2015	0.04	0	2.3	5/4/2015	0.17	0	4.9
1/19/2015	0.06	0	2.7	5/5/2015	0.19	0	4
1/20/2015	0.05	0.01	2.3	5/6/2015	0.21	0	3.5
1/21/2015	0.06	0	3.1	5/7/2015	0.18	0	4.8
1/22/2015	0.06	0.01	2.7	5/8/2015	0.19	0	4.5
1/23/2015	0.07	0	2.5	5/9/2015	0.2	0	4.3
1/24/2015	0.06	0	3.3	5/10/2015	0.17	0	4.1
1/25/2015	0.07	0.01	2.7	5/11/2015	0.2	0	4
1/26/2015	0.06	0.01	2.5	5/12/2015	0.22	0	5
1/27/2015	0.03	0	2.2	5/13/2015	0.2	0	5.2
1/28/2015	0.08	0	2.5	5/14/2015	0.12	0.21	4.2
1/29/2015	0.08	0	2.6	5/15/2015	0.18	0	4
1/30/2015	0.08	0	3.1	5/16/2015	0.2	0	4.5
1/31/2015	0.14	0	5.1	5/17/2015	0.11	0	4
2/1/2015	0.07	0	2.5	5/18/2015	0.2	0	4.5
2/2/2015	0.06	0	2.4	5/19/2015	0.16	0	3.9
2/3/2015	0.07	0	2.2	5/20/2015	0.17	0	7.6
2/4/2015	0.06	0	3	5/21/2015	0.15	0	5.7
2/5/2015	0.04	0.01	3.4	5/22/2015	0.18	0	4.2
2/6/2015	0.03	3.41	7.9	5/23/2015	0.18	0	4.1
2/7/2015	0	0.04	4.2	5/24/2015	0.21	0	5.1
2/8/2015	0	1.43	5.4	5/25/2015	0.18	0	4.8
2/9/2015	0	0.48	4.9	5/26/2015	0.2	0	5.4
2/10/2015	0	0	2.5	5/27/2015	0.21	0	4.6
2/11/2015	0	0	2.7	5/28/2015	0.17	0	3.7
2/12/2015	0	0	2.9	5/29/2015	0.2	0	3.9
2/13/2015	0	0	2.6	5/30/2015	0.2	0	3.8
2/14/2015	0	0	2.6	5/31/2015	0.18	0	5.1
2/15/2015	0	0	2.7	6/1/2015	0.18	0	0.18

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
2/16/2015	0	0.01	2.8	6/2/2015	0.24	0	0.24
2/17/2015	0	0.01	2.5	6/3/2015	0.19	0	0.19
2/18/2015	0	0	2.9	6/4/2015	0.23	0	0.23
2/19/2015	0	0	2.4	6/5/2015	0.23	0	0.23
2/20/2015	0	0.01	2.9	6/6/2015	0.22	0	0.22
2/21/2015	0	0.01	3.5	6/7/2015	0.25	0	0.25
2/22/2015	0	0	7.7	6/8/2015	0.27	0	0.27
2/23/2015	0	0	8.4	6/9/2015	0.22	0	0.22
2/24/2015	0	0	2.9	6/10/2015	0.1	0.08	0.02
2/25/2015	0	0	2.7	6/11/2015	0.26	0.01	0.25
2/26/2015	0	0	3.2	6/12/2015	0.27	0	0.27
2/27/2015	0	0	5.5	6/13/2015	0.24	0	0.24
2/28/2015	0	0.02	2.8	6/14/2015	0.21	0	0.21
3/1/2015	0	0	3.2	6/15/2015	0.22	0	0.22
3/2/2015	0	0	2.7	6/16/2015	0.24	0	0.24
3/3/2015	0	0	3.4	6/17/2015	0.23	0	0.23
3/4/2015	0	0	3	6/18/2015	0.26	0	0.26
3/5/2015	0	0	3.1	6/19/2015	0.26	0	0.26
3/6/2015	0	0	3.1	6/20/2015	0.25	0	0.25
3/7/2015	0.01	0	3.1	6/21/2015	0.23	0	0.23
3/8/2015	0	0	3	6/22/2015	0.24	0	0.24
3/9/2015	0.1	0	3.4	6/23/2015	0.26	0	0.26
3/10/2015	0.07	0	3	6/24/2015	0.25	0	0.25
3/11/2015	0.09	0.04	3.7	6/25/2015	0.26	0	0.26
3/12/2015	0.14	0	3.1	6/26/2015	0.27	0	0.27
3/13/2015	0.13	0.01	2.7	6/27/2015	0.22	0	0.22
3/14/2015	0.13	0	3.1	6/28/2015	0.25	0	0.25
3/15/2015	0.12	0	3.5	6/29/2015	0.26	0	0.26
3/16/2015	0.03	0	2.1	6/30/2015	0.26	0	0.26
3/17/2015	0.15	0	3.8	7/1/2015	0.22	0	0.22
3/18/2015	0.16	0	3.4	7/2/2015	0.19	0	0.19
3/19/2015	0.16	0	3	7/3/2015	0.25	0	0.25
3/20/2015	0.11	0	3.2	7/4/2015	0.26	0	0.26
3/21/2015	0.16	0	4.5	7/5/2015	0.22	0	0.22
3/22/2015	0.13	0	4.5	7/6/2015	0.22	0	0.22
3/23/2015	0.15	0	4.9	7/7/2015	0.24	0	0.24
3/24/2015	0.11	0	4.8	7/8/2015	0.23	0	0.23
3/25/2015	0.17	0	3.1	7/9/2015	0.06	0.01	0.05
3/26/2015	0.18	0	2.8	7/10/2015	0.11	0.01	0.1
3/27/2015	0.18	0	4	7/11/2015	0.22	0	0.22
3/28/2015	0.19	0	3.4	7/12/2015	0.24	0	0.24
3/29/2015	0.19	0	3.1	7/13/2015	0.24	0.05	0.19
3/30/2015	0.17	0	3.9	7/14/2015	0.25	0	0.25
3/31/2015	0.2	0	5.6	7/15/2015	0.24	0	0.24
4/1/2015	0.17	0	4.7	7/16/2015	0.23	0	0.23
4/2/2015	0.22	0	5.9	7/17/2015	0.25	0	0.25
4/3/2015	0.2	0	4.5	7/18/2015	0.25	0	0.25
4/4/2015	0.17	0	4.3	7/19/2015	0.26	0	0.26
4/5/2015	0.09	0	4.1	7/20/2015	0.25	0	0.25
4/6/2015	0.12	0	4.9	7/21/2015	0.23	0	0.23
4/7/2015	0.1	1.15	4.2	7/22/2015	0.24	0	0.24

Date	ETo (in)	Precip (in)	ET _O -Precip (in)	Date	ETo (in)	Precip (in)	ET _O -Precip (in)
4/8/2015	0.16	0	3.1	7/23/2015	0.22	0	0.22
4/9/2015	0.17	0	3.3	7/24/2015	0.24	0	0.24
4/10/2015	0.19	0	3.8	7/25/2015	0.24	0	0.24
4/11/2015	0.17	0	3.4	7/26/2015	0.22	0	0.22
4/12/2015	0.2	0	3.1	7/27/2015	0.27	0	0.27
4/13/2015	0.19	0	5.5	7/28/2015	0.28	0	0.28
4/14/2015	0.2	0	5	7/29/2015	0.26	0	0.26
4/15/2015	0.26	0	6.9	7/30/2015	0.23	0	0.23
4/16/2015	0.27	0	5.9	7/31/2015	0.15	0	0.15
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**Appendix C
WATERIGHT
2015 Monthly Pasture Crop Coefficient**



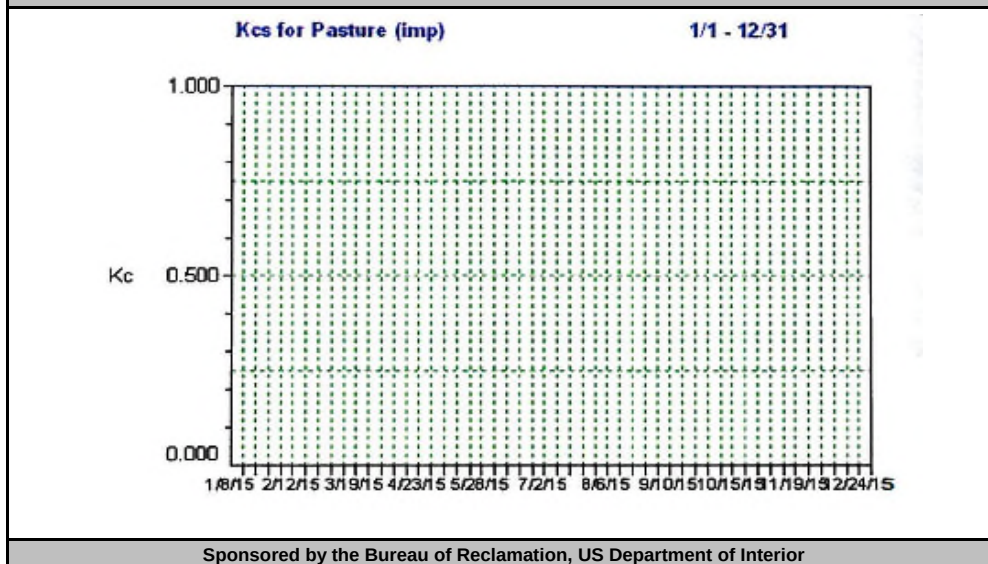
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Chemists and Consultants

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WATERIGHT

Center for Irrigation Technology and Advanced Technology Information Network
2015 Monthly Crop Coefficient for Pasture

Week Ending	Average K_c for Week	Week Ending	Average K_c for Week
1/8/2015	1.0	7/9/2015	1.0
1/15/2015	1.0	7/16/2015	1.0
1/22/2015	1.0	7/23/2015	1.0
1/29/2015	1.0	7/30/2015	1.0
2/5/2015	1.0	8/6/2015	1.0
2/12/2015	1.0	8/13/2015	1.0
2/19/2015	1.0	8/20/2015	1.0
2/26/2015	1.0	8/27/2015	1.0
3/5/2015	1.0	9/3/2015	1.0
3/12/2015	1.0	9/10/2015	1.0
3/19/2015	1.0	9/17/2015	1.0
3/26/2015	1.0	9/24/2015	1.0
4/2/2015	1.0	10/1/2015	1.0
4/9/2015	1.0	10/8/2015	1.0
4/16/2015	1.0	10/15/2015	1.0
4/23/2015	1.0	10/22/2015	1.0
4/30/2015	1.0	10/29/2015	1.0
5/7/2015	1.0	11/5/2015	1.0
5/14/2015	1.0	11/12/2015	1.0
5/21/2015	1.0	11/19/2015	1.0
5/28/2015	1.0	11/26/2015	1.0
6/4/2015	1.0	12/3/2015	1.0
6/11/2015	1.0	12/10/2015	1.0
6/18/2015	1.0	12/17/2015	1.0
6/25/2015	1.0	12/24/2015	1.0
7/2/2015	1.0	12/31/2015	1.0



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Appendix D
2012-2015 Monthly Allowable (Controlled)
Discharge based on ET



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St. Helena WWTP Land Application Area
Monthly Allowable (Controlled) Discharge based on ET
2012-2015

Date	ET _o	Kc	ETc	ETc	LAA	ETc	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
12-Jan	-1.48	1.0	-1.48	-0.123	24	-2.96	0.326	-0.96
12-Feb	0.34	1.0	0.34	0.028	24	0.68	0.326	0.22
12-Mar	-9.05	1.0	-9.05	-0.754	24	-18.10	0.326	-5.90
12-Apr	3.61	1.0	3.61	0.301	24	7.22	0.326	2.35
12-May	6.89	1.0	6.89	0.574	24	13.78	0.326	4.49
12-Jun	7.33	1.0	7.33	0.611	24	14.66	0.326	4.78
12-Jul	7.05	1.0	7.05	0.588	24	14.10	0.326	4.60
12-Aug	6.35	1.0	6.35	0.529	24	12.70	0.326	4.14
12-Sep	4.98	1.0	4.98	0.415	24	9.96	0.326	3.25
12-Oct	2.56	1.0	2.56	0.213	24	5.12	0.326	1.67
12-Nov	-8.92	1.0	-8.92	-0.743	24	-17.84	0.326	-5.82
12-Dec	-10.24	1.0	-10.24	-0.853	24	-20.48	0.326	-6.68
13-Jan	0.66	1.0	0.66	0.055	24	1.32	0.326	0.43
13-Feb	2.21	1.0	2.21	0.184	24	4.42	0.326	1.44
13-Mar	1.53	1.0	1.53	0.128	24	3.06	0.326	1.00
13-Apr	5.2	1.0	5.20	0.433	24	10.40	0.326	3.39
13-May	6.75	1.0	6.75	0.563	24	13.50	0.326	4.40
13-Jun	6.68	1.0	6.68	0.557	24	13.36	0.326	4.36
13-Jul	6.98	1.0	6.98	0.582	24	13.96	0.326	4.55
13-Aug	6.24	1.0	6.24	0.520	24	12.48	0.326	4.07
13-Sep	5.02	1.0	5.02	0.418	24	10.04	0.326	3.27
13-Oct	3.90	1.0	3.90	0.325	24	7.80	0.326	2.54
13-Nov	1.23	1.0	1.23	0.103	24	2.46	0.326	0.80
13-Dec	1.09	1.0	1.09	0.091	24	2.18	0.326	0.71
14-Jan-15	2.10	1.0	2.10	0.175	24	4.20	0.326	1.37
14-Feb-15	-9.89	1.0	-9.89	-0.824	24	-19.78	0.326	-6.45
14-Mar-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
14-Apr-15	4.13	1.0	4.13	0.344	24	8.26	0.326	2.69
14-May-15	6.94	1.0	6.94	0.578	24	13.88	0.326	4.52
14-Jun-15	7.27	1.0	7.27	0.606	24	14.54	0.326	4.74
14-Jul-15	6.97	1.0	6.97	0.581	24	13.94	0.326	4.54
14-Aug-15	5.76	1.0	5.76	0.480	24	11.52	0.326	3.76
14-Sep-15	4.19	1.0	4.19	0.349	24	8.38	0.326	2.73
14-Oct-15	2.53	1.0	2.53	0.211	24	5.06	0.326	1.65
14-Nov-15	-0.77	1.0	-0.77	-0.064	24	-1.54	0.326	-0.50
14-Dec-15	-8.86	1.0	-8.86	-0.738	24	-17.72	0.326	-5.78

Date	ET _O (in)	K _C Pasture	ET _C (in)	ET _C (ft)	LAA (ac)	ET _C (ac-ft)	Conversion factor ac-ft to MG	Controlled Rate (ET) MG
15-Jan-15	1.71	1.0	1.71	0.143	24	3.42	0.326	1.11
15-Feb-15	-5.11	1.0	-5.11	-0.426	24	-10.22	0.326	-3.33
15-Mar-15	3.18	1.0	3.18	0.265	24	6.36	0.326	2.07
15-Apr-15	3.76	1.0	3.76	0.313	24	7.52	0.326	2.45
15-May-15	5.54	1.0	5.54	0.462	24	11.08	0.326	3.61
15-Jun-15	7.06	1.0	7.06	0.588	24	14.12	0.326	4.60
15-Jul-15	7.00	1.0	7.00	0.583	24	14.00	0.326	4.56

$$ET \text{ (MG)} = \frac{{}^1(ET_C) (LAA) {}^2(CF)}{{}^3CF}$$

$${}^1ET_C = (ET_O) (K_C)$$

ET_O: Reference Evapotranspiration Rate (ET_O - precipitation) taken from Appendix A

K_C: Crop Coefficient for forage/pasture from Appendix C

¹ET_C: Crop Evapotranspiration Rate in inches

LAA: Land Application Area of 24 acres

²CF: Conversion Factor for acre-ft to million gallons (MG)

³CF: Conversion of inches into feet by dividing by 12

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Appendix E
2012-2015 Daily Allowable (Controlled)
Discharge based on ET



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St. Helena WWTP Land Application Area
Daily Allowable (Controlled) Discharge based on ET
2012

2012 *	Avg monthly ET _O	K _C	ET _C	ET _C	LAA	Average ET _C	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	(MGD)
January	-0.05	1.0	-0.05	-0.004	24	-0.10	0.326	-0.03
February	0.01	1.0	0.01	0.001	24	0.02	0.326	0.01
March	-0.29	1.0	-0.29	-0.024	24	-0.58	0.326	-0.19
April	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
May	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
June	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
July	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
August	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
September	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
October	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
November	-0.3	1.0	-0.30	-0.025	24	-0.60	0.326	-0.20
December	-0.33	1.0	-0.33	-0.028	24	-0.66	0.326	-0.22

*Specific days of discharge are unknown. Monthly SMRs for 2012 only list the number of days irrigated.

$$ET \text{ (mgd)} = \frac{{}^1(ET_C) (LAA) {}^2(CF)}{{}^3CF}$$

$${}^1ET_C = (ET_O) (K_C)$$

Average Monthly ET_O: Reference Evapotranspiration Rate from Appendix A /days in month

K_C: Crop Coefficient for forage/pasture from Appendix C

¹ET_C: Crop Evapotranspiration Rate in inches

LAA: Land Application Area of 24 acres

²CF: Conversion Factor for acre-ft to million gallons (MG)

³CF: Conversion of inches into feet by dividing by 12

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St. Helena WWTP Land Application Area
Daily Allowable (Controlled) Discharge based on ET
2013 Discharge Days Only

2013	ET _o (in)	Kc Pasture	ETc (in)	ETc (ft)	LAA (ac)	ETc (ac-ft)	Conversion factor ac-ft to MG	Controlled Rate (ET) (MG)
12-Jan-13	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
13-Jan-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
17-Jan-13	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
20-Jan-13	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
2-Feb-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
11-Feb-13	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
14-Feb-13	0.10	1.0	0.10	0.008	24	0.20	0.326	0.07
21-Feb-13	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
28-Feb-13	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
4-Mar-13	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
12-Mar-13	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
14-Mar-13	0.09	1.0	0.09	0.008	24	0.18	0.326	0.06
21-Mar-13	0.13	1.0	0.13	0.011	24	0.26	0.326	0.08
26-Mar-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
2-Apr-13	0.13	1.0	0.13	0.011	24	0.26	0.326	0.08
3-Apr-13	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
15-Apr-13	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
16-Apr-13	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
26-Apr-13	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
30-Apr-13	0.29	1.0	0.29	0.024	24	0.58	0.326	0.19
1-May-13	0.30	1.0	0.30	0.025	24	0.60	0.326	0.20
7-May-13	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
15-May-13	0.20	1.0	0.20	0.017	24	0.40	0.326	0.13
22-May-13	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
23-May-13	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
31-May-13	0.27	1.0	0.27	0.023	24	0.54	0.326	0.18
5-Jun-13	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
12-Jun-13	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
20-Jun-13	0.27	1.0	0.27	0.023	24	0.54	0.326	0.18
28-Jun-13	0.28	1.0	0.28	0.023	24	0.56	0.326	0.18
3-Jul-13	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
11-Jul-13	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
12-Jul-13	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
16-Jul-13	0.20	1.0	0.20	0.017	24	0.40	0.326	0.13
17-Jul-13	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
18-Jul-13	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
19-Jul-13	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
23-Jul-13	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
24-Jul-13	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
25-Jul-13	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
1-Aug-13	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
7-Aug-13	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
14-Aug-13	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
15-Aug-13	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15

2013	ET _o	K _c	ET _c	ET _c	LAA	ET _c	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	(MG)
21-Aug-13	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
29-Aug-13	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
3-Sep-13	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
4-Sep-13	0.20	1.0	0.20	0.017	24	0.40	0.326	0.13
11-Sep-13	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
12-Sep-13	0.16	1.0	0.16	0.013	24	0.32	0.326	0.10
20-Sep-13	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
25-Sep-13	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
26-Sep-13	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
3-Oct-13	0.20	1.0	0.20	0.017	24	0.40	0.326	0.13
4-Oct-13	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
11-Oct-13	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
17-Oct-13	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
18-Oct-13	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
23-Oct-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
24-Oct-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
25-Oct-13	0.09	1.0	0.09	0.008	24	0.18	0.326	0.06
30-Oct-13	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
31-Oct-13	0.10	1.0	0.10	0.008	24	0.20	0.326	0.07
1-Nov-13	0.10	1.0	0.10	0.008	24	0.20	0.326	0.07
8-Nov-13	0.10	1.0	0.10	0.008	24	0.20	0.326	0.07
13-Nov-13	-0.03	1.0	-0.03	-0.003	24	-0.06	0.326	-0.02
14-Nov-13	0.03	1.0	0.03	0.003	24	0.06	0.326	0.02
19-Nov-13	-0.46	1.0	-0.46	-0.038	24	-0.92	0.326	-0.30
25-Nov-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
26-Nov-13	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
4-Dec-13	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
5-Dec-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
12-Dec-13	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
13-Dec-13	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
19-Dec-13	0.10	1.0	0.10	0.008	24	0.20	0.326	0.07
20-Dec-13	0.10	1.0	0.10	0.008	24	0.20	0.326	0.07
27-Dec-13	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03

$$ET \text{ (mgd)} = \frac{{}^1(ET_c) (LAA)^2 (CF)}{{}^3CF}$$

$${}^1ET_c = (ET_o) (K_c)$$

ET_o: Reference Evapotranspiration Rate from Appendix B-2

K_c: Crop Coefficient for forage/pasture from Appendix C

¹ET_c: Crop Evapotranspiration Rate in inches

LAA: Land Application Area of 24 acres

²CF: Conversion Factor for acre-ft to million gallons (MG)

³CF: Conversion of inches into feet by dividing by 12

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St. Helena WWTP Land Application Area
Daily Allowable (Controlled) Discharge based on ET
2014 Discharge Days Only

2014	ET _o	Kc	ETc	ETc	LAA	ETc	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
2-Jan-14	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
3-Jan-14	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
7-Jan-14	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
8-Jan-14	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
15-Jan-14	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
16-Jan-14	0.09	1.0	0.09	0.008	24	0.18	0.326	0.06
22-Jan-14	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
23-Jan-14	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
10-Mar-14	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
11-Mar-14	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
13-Mar-14	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
14-Mar-14	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
20-Mar-14	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
28-Mar-14	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
6-Apr-14	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
11-Apr-14	0.13	1.0	0.13	0.011	24	0.26	0.326	0.08
14-Apr-14	0.15	1.0	0.15	0.013	24	0.30	0.326	0.10
18-Apr-14	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
22-Apr-14	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
28-Apr-14	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
29-Apr-14	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
30-Apr-14	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
1-May-14	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
5-May-14	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
14-May-14	0.28	1.0	0.28	0.023	24	0.56	0.326	0.18
19-May-14	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
20-May-14	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
21-May-14	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
29-May-14	0.27	1.0	0.27	0.023	24	0.54	0.326	0.18
5-Jun-14	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
17-Jun-14	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
26-Jun-14	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
3-Jul-14	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
11-Jul-14	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
18-Jul-14	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
25-Jul-14	0.28	1.0	0.28	0.023	24	0.56	0.326	0.18
11-Aug-14	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
20-Aug-14	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
28-Aug-14	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
13-Sep-14	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
14-Sep-14	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
7-Nov-14	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
24-Nov-14	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
25-Nov-14	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04

2014	ET _o	K _c	ET _c	ET _c	LAA	ET _c	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
26-Nov-14	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
27-Nov-14	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
7-Dec-14	0	1.0	0.00	0.000	24	0.00	0.326	0.00
8-Dec-14	-0.01	1.0	-0.01	-0.001	24	-0.02	0.326	-0.01
9-Dec-14	0	1.0	0.00	0.000	24	0.00	0.326	0.00
10-Dec-14	-0.02	1.0	-0.02	-0.002	24	-0.04	0.326	-0.01
29-Dec-14	0.01	1.0	0.01	0.001	24	0.02	0.326	0.01
30-Dec-14	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
31-Dec-14	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05

$$ET \text{ (mgd)} = \frac{{}^1(ET_c) (LAA) {}^2(CF)}{{}^3CF}$$

$${}^1ET_c = (ET_o) (K_c)$$

ET_o: Reference Evapotranspiration Rate from Appendix B-3

K_c: Crop Coefficient for forage/pasture from Appendix C

¹ET_c: Crop Evapotranspiration Rate in inches

LAA: Land Application Area of 24 acres

²CF: Conversion Factor for acre-ft to million gallons (MG)

³CF: Conversion of inches into feet by dividing by 12

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St. Helena WWTP Land Application Area
Daily Allowable (Controlled) Discharge based on ET
2015 Discharge Days Only

2015	ET _o	Kc	ETc	ETc	LAA	ETc	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
6-Jan-15	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
7-Jan-15	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
8-Jan-15	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
9-Jan-15	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
14-Jan-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
15-Jan-15	0.03	1.0	0.03	0.003	24	0.06	0.326	0.02
17-Jan-15	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
18-Jan-15	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
19-Jan-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
20-Jan-15	0.04	1.0	0.04	0.003	24	0.08	0.326	0.03
21-Jan-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
22-Jan-15	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
23-Jan-15	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
24-Jan-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
25-Jan-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
26-Jan-15	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
27-Jan-15	0.03	1.0	0.03	0.003	24	0.06	0.326	0.02
28-Jan-15	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
29-Jan-15	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
30-Jan-15	0.08	1.0	0.08	0.007	24	0.16	0.326	0.05
31-Jan-15	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
1-Feb-15	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
2-Feb-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
3-Feb-15	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
4-Feb-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
5-Feb-15	0.03	1.0	0.03	0.003	24	0.06	0.326	0.02
13-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
14-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
15-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
16-Feb-15	-0.01	1.0	-0.01	-0.001	24	-0.02	0.326	-0.01
17-Feb-15	-0.01	1.0	-0.01	-0.001	24	-0.02	0.326	-0.01
18-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
19-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
20-Feb-15	-0.01	1.0	-0.01	-0.001	24	-0.02	0.326	-0.01
21-Feb-15	-0.01	1.0	-0.01	-0.001	24	-0.02	0.326	-0.01
22-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
23-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
24-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
25-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
26-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
27-Feb-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
28-Feb-15	-0.02	1.0	-0.02	-0.002	24	-0.04	0.326	-0.01
1-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
2-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00

2015	ET _o	Kc	ETc	ETc	LAA	ETc	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
3-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
4-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
5-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
6-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
7-Mar-15	0.01	1.0	0.01	0.001	24	0.02	0.326	0.01
8-Mar-15	0	1.0	0.00	0.000	24	0.00	0.326	0.00
9-Mar-15	0.1	1.0	0.10	0.008	24	0.20	0.326	0.07
10-Mar-15	0.07	1.0	0.07	0.006	24	0.14	0.326	0.05
11-Mar-15	0.05	1.0	0.05	0.004	24	0.10	0.326	0.03
12-Mar-15	0.14	1.0	0.14	0.012	24	0.28	0.326	0.09
13-Mar-15	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
14-Mar-15	0.13	1.0	0.13	0.011	24	0.26	0.326	0.08
15-Mar-15	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
16-Mar-15	0.03	1.0	0.03	0.003	24	0.06	0.326	0.02
17-Mar-15	0.15	1.0	0.15	0.013	24	0.30	0.326	0.10
18-Mar-15	0.16	1.0	0.16	0.013	24	0.32	0.326	0.10
19-Mar-15	0.16	1.0	0.16	0.013	24	0.32	0.326	0.10
20-Mar-15	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
21-Mar-15	0.16	1.0	0.16	0.013	24	0.32	0.326	0.10
22-Mar-15	0.13	1.0	0.13	0.011	24	0.26	0.326	0.08
23-Mar-15	0.15	1.0	0.15	0.013	24	0.30	0.326	0.10
24-Mar-15	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
26-Mar-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
27-Mar-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
28-Mar-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
29-Mar-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
30-Mar-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
31-Mar-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
1-Apr-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
2-Apr-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
6-Apr-15	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
9-Apr-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
10-Apr-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
13-Apr-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
14-Apr-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
15-Apr-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
16-Apr-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
17-Apr-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
18-Apr-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
19-Apr-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
20-Apr-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
21-Apr-15	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
22-Apr-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
23-Apr-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
24-Apr-15	-0.35	1.0	-0.35	-0.029	24	-0.70	0.326	-0.23
25-Apr-15	0.06	1.0	0.06	0.005	24	0.12	0.326	0.04
26-Apr-15	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
27-Apr-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
28-Apr-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
29-Apr-15	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14

2015	ET _o	Kc	ETc	ETc	LAA	ETc	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
30-Apr-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
1-May-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
2-May-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
3-May-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
4-May-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
5-May-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
7-May-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
8-May-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
9-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
11-May-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
12-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
13-May-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
14-May-15	-0.01	1.0	-0.01	-0.001	24	-0.02	0.326	-0.01
15-May-15	0.12	1.0	0.12	0.010	24	0.24	0.326	0.08
16-May-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
17-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
18-May-15	0.11	1.0	0.11	0.009	24	0.22	0.326	0.07
22-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
23-May-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
24-May-15	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
25-May-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
26-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
27-May-15	0.21	1.0	0.21	0.018	24	0.42	0.326	0.14
28-May-15	0.17	1.0	0.17	0.014	24	0.34	0.326	0.11
29-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
30-May-15	0.2	1.0	0.20	0.017	24	0.40	0.326	0.13
31-May-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
1-Jun-15	0.18	1.0	0.18	0.015	24	0.36	0.326	0.12
2-Jun-15	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
3-Jun-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
4-Jun-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
5-Jun-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
6-Jun-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
7-Jun-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
8-Jun-15	0.27	1.0	0.27	0.023	24	0.54	0.326	0.18
9-Jun-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
11-Jun-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
12-Jun-15	0.27	1.0	0.27	0.023	24	0.54	0.326	0.18
15-Jun-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
16-Jun-15	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
17-Jun-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
18-Jun-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
19-Jun-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
20-Jun-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
21-Jun-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15
22-Jun-15	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
23-Jun-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
24-Jun-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
25-Jun-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
26-Jun-15	0.27	1.0	0.27	0.023	24	0.54	0.326	0.18

2015	ET _o	K _c	ET _c	ET _c	LAA	ET _c	Conversion factor	Controlled Rate (ET)
	(in)	Pasture	(in)	(ft)	(ac)	(ac-ft)	ac-ft to MG	MG
27-Jun-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
28-Jun-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
29-Jun-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
30-Jun-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
1-Jul-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
2-Jul-15	0.19	1.0	0.19	0.016	24	0.38	0.326	0.12
3-Jul-15	0.25	1.0	0.25	0.021	24	0.50	0.326	0.16
4-Jul-15	0.26	1.0	0.26	0.022	24	0.52	0.326	0.17
5-Jul-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
6-Jul-15	0.22	1.0	0.22	0.018	24	0.44	0.326	0.14
7-Jul-15	0.24	1.0	0.24	0.020	24	0.48	0.326	0.16
8-Jul-15	0.23	1.0	0.23	0.019	24	0.46	0.326	0.15

$$ET \text{ (mgd)} = \frac{{}^1(ET_c) (LAA) {}^2(CF)}{{}^3CF}$$

$${}^1ET_c = (ET_o) (K_c)$$

ET_o: Reference Evapotranspiration Rate from Appendix B-4

K_c: Crop Coefficient for forage/pasture from Appendix C

¹ET_c: Crop Evapotranspiration Rate in inches

LAA: Land Application Area of 24 acres

²CF: Conversion Factor for acre-ft to million gallons (MG)

³CF: Conversion of inches into feet by dividing by 12

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Appendix F
2012-2015 Monthly and Daily
Hydraulic Loading Summary



DELLAVALLE[®]
Laboratory, Inc.
Chemists and Consultants

1910 W. McKinley Avenue, Suite 110 • Fresno, California 93728-1298
Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174 •
website: dellavallelab.com

MONTHLY HYDRAULIC LOADING SUMMARY 2012	
Month	Land Applied MG
January	11.362
February	12.616
March	17.254
April	21.389
May	19.574
June	9.479
July	8.193
August	7.078
September	4.120
October	7.329
November	9.603
December	20.821
MONTHLY HYDRAULIC LOADING SUMMARY 2013	
Month	Land Applied MG
January	9.864
February	12.162
March	10.891
April	11.202
May	9.499
June	7.068
July	14.509
August	9.645
September	10.127
October	11.094
November	6.274
December	8.236
MONTHLY HYDRAULIC LOADING SUMMARY 2014	
Month	Land Applied MG
January	9.46
February	0
March	12.52
April	17.60
May	17.90
June	2.34
July	2.21
August	6.38
September	0.92
October	0
November	9.70
December	11.26
MONTHLY HYDRAULIC LOADING SUMMARY 2015	
Month	Land Applied MG
January	9.12
February	6.18
March	10.83
April	9.70
May	10.18
June	8.58
July	7.89
Information Provided by the California Integrated Water Quality System Project (CIWQS)	

Appendix F-1

DAILY HYDRAULIC LOADING SUMMARY 2012			
Month	Number of days irrigated	Land Applied MG	Avg Daily MGD Applied
January	7	11.362	1.623
February	11	12.616	1.577
March	12	17.254	1.327
April	12	21.389	1.782
May	11	19.574	1.779
June	5	9.479	1.896
July	5	8.193	1.639
August	5	7.078	1.416
September	5	4.120	0.824
October	4	7.329	1.832
November	5	9.603	1.921
December	9	20.821	2.313
DAILY HYDRAULIC LOADING SUMMARY 2013			
Month	Number of days irrigated	Land Applied MG	Avg Daily MGD Applied
January	4	9.864	2.47
February	5	12.162	2.43
March	5	10.891	2.18
April	6	11.202	1.87
May	6	9.499	1.58
June	4	7.068	1.77
July	10	14.509	1.45
August	6	9.645	1.61
September	7	10.127	1.45
October	10	11.094	1.11
November	7	6.274	0.90
December	7	8.236	1.18
DAILY HYDRAULIC LOADING SUMMARY 2014			
Month	Number of days irrigated	Land Applied MG	Avg Daily MGD Applied
January	8	9.46	1.18
February	0	0.00	0.00
March	6	12.52	2.09
April	8	17.60	2.20
May	7	17.90	2.56
June	3	2.34	0.78
July	4	2.21	0.55
August	3	6.38	2.13
September	2	0.92	0.46
October	0	0.00	0.00
November	5	9.70	1.94
December	7	11.26	1.61
DAILY HYDRAULIC LOADING SUMMARY 2015			
Month	Number of days irrigated	Land Applied MG	Avg Daily MGD Applied
January	21	9.12	0.43
February	21	6.18	0.29
March	30	10.83	0.36
April	24	9.70	0.40
May	26	10.18	0.39
June	27	8.58	0.32
July	8	2.496	0.31
Information Provided by the California Integrated Water Quality System Project (CIWQS)			

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Appendix G
2012-2015 Nitrogen Loading Summaries



DELLAVALLE[®]
Laboratory, Inc.
Chemists and Consultants

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Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174 •
website: dellavallelab.com

NITROGEN LOADING SUMMARY 2012				
Month	Effluent Applied (MG)	TN (mg/L)	LAA (acre)	Nitrogen Loading (lbs/acre)
January	11.362	36.7	24	145
February	12.616	36.7	24	161
March	17.254	36.7	24	220
April	21.389	36.7	24	273
May	19.574	36.7	24	250
June	9.479	36.7	24	121
July	8.193	36.7	24	104
August	7.078	36.7	24	90
September	4.120	36.7	24	53
October	7.329	36.7	24	93
November	9.603	36.7	24	122
December	20.821	36.7	24	266
Total Annual Nitrogen Applied per Acre				1898
Total Annual Nitrogen Applied (lbs)				45,550
NITROGEN LOADING SUMMARY 2013				
Month	Effluent Applied (MG)	TN (mg/L)	LAA (acre)	Nitrogen Loading (lbs/acre)
January	9.864	36.7	24	126
February	12.162	36.7	24	155
March	10.891	36.7	24	139
April	11.202	36.7	24	143
May	9.499	36.7	24	121
June	7.068	36.7	24	90
July	14.509	36.7	24	185
August	9.645	36.7	24	123
September	10.127	36.7	24	129
October	11.094	36.7	24	141
November	6.274	36.7	24	80
December	8.236	36.7	24	105
Total Annual Nitrogen Applied per Acre				1538
Total Annual Nitrogen Applied (lbs)				36,904
NITROGEN LOADING SUMMARY 2014				
Month	Effluent Applied (MG)	TN (mg/L)	LAA (acre)	Nitrogen Loading (lbs/acre)
January	9.46	36.7	24	121
February	0.00	36.7	24	0
March	12.52	36.7	24	160
April	17.60	36.7	24	225
May	17.90	36.7	24	228
June	2.34	36.7	24	30
July	2.21	36.7	24	28
August	6.38	36.7	24	81
September	0.92	36.7	24	12
October	0.00	36.7	24	0
November	9.70	36.7	24	124
December	11.26	36.7	24	144
Total Annual Nitrogen Applied per Acre				1152
Total Annual Nitrogen Applied (lbs)				27,639

NITROGEN LOADING SUMMARY 2015				
Year-month	Effluent Applied (MG)	TN (mg/L)	LAA (acre)	Nitrogen Loading (lbs/acre)
January	9.12	36.7	24	116
February	6.18	36.7	24	79
March	10.83	36.7	24	138
April	9.70	36.7	24	124
May	10.18	36.7	24	130
June	8.58	36.7	24	109
July	2.496	36.7	24	32
Year to Date Nitrogen Applied per Acre				728
Year to Date Nitrogen Applied (lbs)				17,472
*Nitrogen Loading (lbs/acre) = Total N (mg/L)*8.34*Effluent applied (MG) / Applied acres				

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Appendix H
2012-2015 Daily Summary of Discharge
During Rain Events and (-) ET



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website: dellavallelab.com

Date	Total ET _o	Precip	ET _o	Days	Average Monthly ET _o
	(in)	(in)	(in)	in month	(in)
Jan-12	1.73	3.21	-1.48	31	-0.05
Feb-12	2.44	2.1	0.34	29	0.01
Mar-12	2.71	11.76	-9.05	31	-0.29
Apr-12	4.53	0.92	3.61	30	0.12
May-12	6.89	0	6.89	31	0.22
Jun-12	7.33	0	7.33	30	0.24
Jul-12	7.05	0	7.05	31	0.23
Aug-12	6.35	0	6.35	31	0.20
Sep-12	4.98	0	4.98	30	0.17
Oct-12	3.46	0.9	2.56	31	0.08
Nov-12	1.63	10.55	-8.92	30	-0.30
Dec-12	1.15	11.39	-10.24	31	-0.33

Information to calculate average monthly ET_o was taken from Appendix A
Daily discharge dates were not available for 2012

Average Monthly ET_o = ET_o / days in month

Discharge during rain event is in violation of Prohibition No. 4.

Discharge during (-) ET_o

Date	Total ET _O (in)	Precip (in)	ET _O (in)	Date	Total ET _O (in)	Precip (in)	ET _O (in)
12-Jan-13	0.03	0.00	0.03	25-Jul-13	0.24	0.00	0.24
13-Jan-13	0.07	0.01	0.06	1-Aug-13	0.23	0.00	0.23
17-Jan-13	0.05	0.01	0.04	7-Aug-13	0.17	0.00	0.17
20-Jan-13	0.07	0.00	0.07	14-Aug-13	0.23	0.00	0.23
2-Feb-13	0.06	0.00	0.06	15-Aug-13	0.23	0.00	0.23
11-Feb-13	0.11	0.00	0.11	21-Aug-13	0.19	0.00	0.19
14-Feb-13	0.10	0.00	0.10	29-Aug-13	0.21	0.00	0.21
21-Feb-13	0.11	0.00	0.11	3-Sep-13	0.21	0.00	0.21
28-Feb-13	0.11	0.00	0.11	4-Sep-13	0.20	0.00	0.20
4-Mar-13	0.07	0.00	0.07	11-Sep-13	0.14	0.00	0.14
12-Mar-13	0.14	0.00	0.14	12-Sep-13	0.16	0.00	0.16
14-Mar-13	0.09	0.00	0.09	20-Sep-13	0.17	0.00	0.17
21-Mar-13	0.14	0.01	0.13	25-Sep-13	0.14	0.00	0.14
26-Mar-13	0.06	0.00	0.06	26-Sep-13	0.18	0.00	0.18
2-Apr-13	0.13	0.00	0.13	3-Oct-13	0.20	0.00	0.20
3-Apr-13	0.14	0.00	0.14	4-Oct-13	0.22	0.00	0.22
15-Apr-13	0.19	0.00	0.19	11-Oct-13	0.11	0.00	0.11
16-Apr-13	0.24	0.00	0.24	17-Oct-13	0.14	0.00	0.14
26-Apr-13	0.19	0.00	0.19	18-Oct-13	0.14	0.00	0.14
30-Apr-13	0.29	0.00	0.29	23-Oct-13	0.06	0.00	0.06
1-May-13	0.30	0.00	0.30	24-Oct-13	0.06	0.00	0.06
7-May-13	0.18	0.00	0.18	25-Oct-13	0.09	0.00	0.09
15-May-13	0.20	0.00	0.20	30-Oct-13	0.08	0.00	0.08
22-May-13	0.23	0.00	0.23	31-Oct-13	0.10	0.00	0.10
23-May-13	0.21	0.00	0.21	1-Nov-13	0.10	0.00	0.10
31-May-13	0.27	0.00	0.27	8-Nov-13	0.10	0.00	0.10
5-Jun-13	0.22	0.00	0.22	13-Nov-13	0.09	0.12	-0.03
12-Jun-13	0.26	0.00	0.26	14-Nov-13	0.03	0.00	0.03
20-Jun-13	0.27	0.00	0.27	19-Nov-13	0.01	0.47	-0.46
28-Jun-13	0.28	0.00	0.28	25-Nov-13	0.06	0.00	0.06
3-Jul-13	0.26	0.00	0.26	26-Nov-13	0.05	0.00	0.05
11-Jul-13	0.22	0.00	0.22	4-Dec-13	0.07	0.00	0.07
12-Jul-13	0.21	0.00	0.21	5-Dec-13	0.06	0.00	0.06
16-Jul-13	0.20	0.00	0.20	12-Dec-13	0.06	0.00	0.06
17-Jul-13	0.22	0.00	0.22	13-Dec-13	0.05	0.00	0.05
18-Jul-13	0.23	0.00	0.23	19-Dec-13	0.10	0.00	0.10
19-Jul-13	0.22	0.00	0.22	20-Dec-13	0.10	0.00	0.10
23-Jul-13	0.17	0.00	0.17	27-Dec-13	0.04	0.00	0.04
24-Jul-13	0.25	0.00	0.25				

Information Sponsored by California Department of Water Res

Information for discharge days only

Information to calculate ET_O was taken from Appendix B-2

Discharge during rain event is in violation of Prohibition No. 4.

Discharge during (-) ET_O

Date	Daily Total ET _O (in)	Precip (in)	ET _O (in)	Date	Total ET _O (in)	Precip (in)	ET _O (in)
2-Jan-14	0.06	0.00	0.06	21-May-14	0.22	0.00	0.22
3-Jan-14	0.06	0.00	0.06	29-May-14	0.27	0.00	0.27
7-Jan-14	0.06	0.00	0.06	5-Jun-14	0.23	0.00	0.23
8-Jan-14	0.04	0.00	0.04	17-Jun-14	0.26	0.00	0.26
15-Jan-14	0.08	0.00	0.08	26-Jun-14	0.23	0.00	0.23
16-Jan-14	0.09	0.00	0.09	3-Jul-14	0.23	0.00	0.23
22-Jan-14	0.08	0.00	0.08	11-Jul-14	0.24	0.00	0.24
23-Jan-14	0.12	0.00	0.12	18-Jul-14	0.22	0.00	0.22
February 2014	No Discharge ¹			25-Jul-14	0.28	0.00	0.28
10-Mar-14	0.13	0.01	0.12	11-Aug-14	0.21	0.00	0.21
11-Mar-14	0.21	0.00	0.21	20-Aug-14	0.11	0.00	0.11
13-Mar-14	0.17	0.00	0.17	28-Aug-14	0.21	0.00	0.21
14-Mar-14	0.13	0.02	0.11	13-Sep-14	0.18	0.00	0.18
20-Mar-14	0.17	0.00	0.17	14-Sep-14	0.18	0.00	0.18
28-Mar-14	0.06	0.01	0.05	October 2014	No Discharge ²		
6-Apr-14	0.19	0.00	0.19	7-Nov-14	0.08	0.00	0.08
11-Apr-14	0.13	0.00	0.13	24-Nov-14	0.06	0.01	0.05
14-Apr-14	0.15	0.00	0.15	25-Nov-14	0.06	0.00	0.06
18-Apr-14	0.20	0.00	0.20	26-Nov-14	0.07	0.00	0.07
22-Apr-14	0.21	0.00	0.21	27-Nov-14	0.06	0.00	0.06
28-Apr-14	0.21	0.00	0.21	7-Dec-14	0.03	0.03	0.00
29-Apr-14	0.26	0.00	0.26	8-Dec-14	0.02	0.03	-0.01
30-Apr-14	0.25	0.00	0.25	9-Dec-14	0.01	0.01	0.00
1-May-14	0.25	0.00	0.25	10-Dec-14	0.01	0.03	-0.02
5-May-14	0.20	0.00	0.20	29-Dec-14	0.01	0.00	0.01
14-May-14	0.28	0.00	0.28	30-Dec-14	0.07	0.00	0.07
19-May-14	0.20	0.00	0.20	31-Dec-14	0.08	0.00	0.08
20-May-14	0.20	0.00	0.20				

Information for discharge days only

Information to calculate ET_O was taken from Appendix B-3

¹ No Discharge due to repairs to WWTP for spill in Pond 1A

² No Discharge to LAA; all effluent used to refill Pond 1A

Discharge during rain event is in violation of Prohibition No. 4 in Order.

Discharge during (-) ET_O

Date	Total ET _o (in)	Precip (in)	ET _o minus (in)	Date	Total ET _o (in)	Precip (in)	ET _o (in)	Date	Total ET _o (in)	Precip (in)	ET _o (in)
6-Jan-15	0.07	0.00	0.07	11-Mar-15	0.09	0.04	0.05	12-May-15	0.20	0.00	0.20
7-Jan-15	0.07	0.00	0.07	12-Mar-15	0.14	0.00	0.14	13-May-15	0.22	0.00	0.22
8-Jan-15	0.04	0.00	0.04	13-Mar-15	0.13	0.01	0.12	14-May-15	0.20	0.21	-0.01
9-Jan-15	0.04	0.00	0.04	14-Mar-15	0.13	0.00	0.13	15-May-15	0.12	0.00	0.12
14-Jan-15	0.06	0.00	0.06	15-Mar-15	0.12	0.00	0.12	16-May-15	0.18	0.00	0.18
15-Jan-15	0.03	0.00	0.03	16-Mar-15	0.03	0.00	0.03	17-May-15	0.20	0.00	0.20
17-Jan-15	0.05	0.01	0.04	17-Mar-15	0.15	0.00	0.15	18-May-15	0.11	0.00	0.11
18-Jan-15	0.04	0.00	0.04	18-Mar-15	0.16	0.00	0.16	22-May-15	0.20	0.00	0.20
19-Jan-15	0.06	0.00	0.06	19-Mar-15	0.16	0.00	0.16	23-May-15	0.18	0.00	0.18
20-Jan-15	0.05	0.01	0.04	20-Mar-15	0.11	0.00	0.11	24-May-15	0.21	0.00	0.21
21-Jan-15	0.06	0.00	0.06	21-Mar-15	0.16	0.00	0.16	25-May-15	0.18	0.00	0.18
22-Jan-15	0.06	0.01	0.05	22-Mar-15	0.13	0.00	0.13	26-May-15	0.20	0.00	0.20
23-Jan-15	0.07	0.00	0.07	23-Mar-15	0.15	0.00	0.15	27-May-15	0.21	0.00	0.21
24-Jan-15	0.06	0.00	0.06	24-Mar-15	0.11	0.00	0.11	28-May-15	0.17	0.00	0.17
25-Jan-15	0.07	0.01	0.06	26-Mar-15	0.18	0.00	0.18	29-May-15	0.2	0.00	0.20
26-Jan-15	0.06	0.01	0.05	27-Mar-15	0.18	0.00	0.18	30-May-15	0.2	0.00	0.20
27-Jan-15	0.03	0.00	0.03	28-Mar-15	0.19	0.00	0.19	31-May-15	0.18	0.00	0.18
28-Jan-15	0.08	0.00	0.08	29-Mar-15	0.19	0.00	0.19	1-Jun-15	0.18	0	0.18
29-Jan-15	0.08	0.00	0.08	30-Mar-15	0.17	0.00	0.17	2-Jun-15	0.24	0	0.24
30-Jan-15	0.08	0.00	0.08	31-Mar-15	0.20	0.00	0.20	3-Jun-15	0.19	0	0.19
31-Jan-15	0.14	0.00	0.14	1-Apr-15	0.17	0.00	0.17	4-Jun-15	0.23	0	0.23
1-Feb-15	0.07	0.00	0.07	2-Apr-15	0.22	0.00	0.22	5-Jun-15	0.23	0	0.23
2-Feb-15	0.06	0.00	0.06	6-Apr-15	0.12	0.00	0.12	6-Jun-15	0.22	0	0.22
3-Feb-15	0.07	0.00	0.07	9-Apr-15	0.17	0.00	0.17	7-Jun-15	0.25	0	0.25
4-Feb-15	0.06	0.00	0.06	10-Apr-15	0.19	0.00	0.19	8-Jun-15	0.27	0	0.27
5-Feb-15	0.04	0.01	0.03	13-Apr-15	0.19	0.00	0.19	9-Jun-15	0.22	0	0.22
13-Feb-15	0	0.00	0.00	14-Apr-15	0.20	0.00	0.20	11-Jun-15	0.26	0.01	0.25
14-Feb-15	0	0.00	0.00	15-Apr-15	0.26	0.00	0.26	12-Jun-15	0.27	0	0.27
15-Feb-15	0	0.00	0.00	16-Apr-15	0.22	0.00	0.22	15-Jun-15	0.22	0	0.22
16-Feb-15	0	0.01	-0.01	17-Apr-15	0.22	0.00	0.22	16-Jun-15	0.24	0	0.24
17-Feb-15	0	0.01	-0.01	18-Apr-15	0.19	0.00	0.19	17-Jun-15	0.23	0	0.23
18-Feb-15	0	0.00	0.00	19-Apr-15	0.17	0.00	0.17	18-Jun-15	0.26	0	0.26
19-Feb-15	0	0.00	0.00	20-Apr-15	0.18	0.00	0.18	19-Jun-15	0.26	0	0.26
20-Feb-15	0	0.01	-0.01	21-Apr-15	0.12	0.00	0.12	20-Jun-15	0.25	0	0.25
21-Feb-15	0	0.01	-0.01	22-Apr-15	0.17	0.00	0.17	21-Jun-15	0.23	0	0.23
22-Feb-15	0	0.00	0.00	23-Apr-15	0.18	0.00	0.18	22-Jun-15	0.24	0	0.24
23-Feb-15	0	0.00	0.00	24-Apr-15	0.20	0.55	-0.35	23-Jun-15	0.26	0	0.26
24-Feb-15	0	0.00	0.00	25-Apr-15	0.17	0.11	0.06	24-Jun-15	0.25	0	0.25
25-Feb-15	0	0.00	0.00	26-Apr-15	0.21	0.00	0.21	25-Jun-15	0.26	0	0.26
26-Feb-15	0	0.00	0.00	27-Apr-15	0.26	0.03	0.23	26-Jun-15	0.27	0	0.27
27-Feb-15	0.00	0.00	0.00	28-Apr-15	0.20	0.00	0.20	27-Jun-15	0.22	0	0.22
28-Feb-15	0.00	0.02	-0.02	29-Apr-15	0.21	0.00	0.21	28-Jun-15	0.25	0	0.25

Date	Total ET _o	Precip	ET _o minus precip	Date	Total ET _o	Precip	ET _o	Date	Total ET _o	Precip	ET _o
	(in)	(in)	(in)		(in)	(in)	(in)		(in)	(in)	(in)
1-Mar-15	0.00	0.00	0.00	30-Apr-15	0.25	0.00	0.25	29-Jun-15	0.26	0	0.26
2-Mar-15	0.00	0.00	0.00	1-May-15	0.23	0.00	0.23	30-Jun-15	0.26	0	0.26
3-Mar-15	0.00	0.00	0.00	2-May-15	0.19	0.00	0.19	1-Jul-15	0.22	0	0.22
4-Mar-15	0.00	0.00	0.00	3-May-15	0.18	0.00	0.18	2-Jul-15	0.19	0	0.19
5-Mar-15	0.00	0.00	0.00	4-May-15	0.17	0.00	0.17	3-Jul-15	0.25	0	0.25
6-Mar-15	0.00	0.00	0.00	5-May-15	0.19	0.00	0.19	4-Jul-15	0.26	0	0.26
7-Mar-15	0.01	0.00	0.01	7-May-15	0.18	0.00	0.18	5-Jul-15	0.22	0	0.22
8-Mar-15	0.00	0.00	0.00	8-May-15	0.19	0.00	0.19	6-Jul-15	0.22	0	0.22
9-Mar-15	0.10	0.00	0.10	9-May-15	0.20	0.00	0.20	7-Jul-15	0.24	0	0.24
10-Mar-15	0.07	0.00	0.07	11-May-15	0.17	0.00	0.17	8-Jul-15	0.23	0	0.23

Information for discharge days only

Information to calculate ET_o was taken from Appendix B-4

Discharge during rain event is in violation of Prohibition No. 4 in Order.

Discharge during (-) ET_o

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**Appendix I
2012-2015
2012-2015 Wet Weather Periods
(December 1- April 30)
Over Applications**



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<u>2012</u>			<u>2013</u>			<u>2014</u>			<u>2015</u>		
Applied		(MG)	Applied		(MG)	Applied		(MG)	Applied		(MG)
JAN	11.36		JAN	9.86		JAN	9.46		JAN	9.12	
FEB	12.62		FEB	12.16		FEB	0.00		FEB	6.18	
MAR	17.25		MAR	10.89		MAR	12.52		MAR	10.83	
APR	21.39		APR	11.20		APR	17.60		APR	9.70	
DEC	20.82		DEC	8.24		DEC	11.26				
Total	83.44	MG	Total	52.36	MG	Total	50.85	MG	Total	35.83	MG
	256.07	AF		160.67	AF		156.06	AF		109.96	AF
Allowable		(MG)	Allowable		(MG)	Allowable		(MG)	Allowable		(MG)
JAN	-0.96		JAN	0.43		JAN	1.37		JAN	1.11	
FEB	0.22		FEB	1.44		FEB	-6.45		FEB	-3.33	
MAR	-5.90		MAR	1.00		MAR	0.17		MAR	2.07	
APR	2.35		APR	3.39		APR	2.69		APR	2.45	
DEC	-6.68		DEC	0.71		DEC	-5.78				
Total	-10.97	MG	Total	6.97	MG	Total	-7.99	MG	Total	2.31	MG
	0.00	AF		21.39	AF		0.00	AF		7.08	AF
Yearly Wet Weather Period Overage (applied - allowable)											
83.44		MG	45.39		MG	50.85		MG	28.75		MG
256.07		AF	139.28		AF	156.06		AF	102.87		AF

1 AF= 0.325851 MG

Yearly Overage is Applied Rate-Allowable Rate in AF

No effluent should be land applied during a (-) period

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Appendix J
2012-2015 National Water Information System
Discharge Flow Data for USGS
Monitoring Station No. 11456000



DELLAVALLE[®]
Laboratory, Inc.
Chemists and Consultants

1910 W. McKinley Avenue, Suite 110 • Fresno, California 93728-1298
Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174 •
website: dellavallelab.com

**National Water Information System
Statistics of Monthly Mean Data
December 1 through April 30 Discharge Flows in Cubic Feet Per Second (CFS)
USGS Station 11456000 Napa River near St. Helena**

2012	Mean (CF)	Maximum (CF)	Minimum (CF)
January	70.2	1120	2.8
February	12.3	32	7.4
March	340.0	2050	8.7
April	148.0	528	41.0
December	615.0	4300	48.0
2013	Mean (CF)	Maximum (CF)	Minimum (CF)
January	65.1	147.0	30.0
February	21.5	29.0	15.0
March	12.7	26.0	10.0
April	11.3	33.0	6.0
December	0.27	0.88	0.0
2014	Mean (CF)	Maximum (CF)	Minimum (CF)
January	1.25	2.00	0.60
February	128.0	1490.0	1.5
March	76.3	323.0	21.0
April	111.0	529.0	26.0
December	393.6	3700.0	9.3
2015	Mean (CF)	Maximum (CF)	Minimum (CF)
January	1.25	52.00	15.0
February	128.3	1030.0	13.0
March	76.3	35.0	15.0
April	111.3	29.0	6.0
December	NA	NA	NA
Sponsored by the United States Department of the Interior			

All months that had permissible discharge event days are highlighted in yellow.

Discharges were only completed in December 2012 and December 2014.

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Appendix K
2012-2015 Napa River Flow Rates,
Allowable State Discharges, and
WWTP Operational Discharge Status'



DELLAVALLE[®]
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Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174 •
website: dellavallelab.com

2012 Napa River Flow Rates, Allowable State Discharges, and WWTP Operational Discharge Status'				
Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
1/1/2012	3	0	0	0
1/2/2012	3	0	0	0
1/3/2012	3	0	0	0
1/4/2012	3	0	0	0
1/5/2012	3	0	0	0
1/6/2012	3	0	0	0
1/7/2012	3	0	0	0
1/8/2012	3	0	0	0
1/9/2012	3	0	0	0
1/10/2012	3	0	0	0
1/11/2012	3	0	0	0
1/12/2012	3	0	0	0
1/13/2012	4	0	0	0
1/14/2012	3	0	0	0
1/15/2012	3	0	0	0
1/16/2012	3	0	0	0
1/17/2012	3	0	0	0
1/18/2012	3	0	0	0
1/19/2012	5	0	0	0
1/20/2012	98	1	0	0
1/21/2012	323	4	4	0
1/22/2012	97	1	0	0
1/23/2012	1120	14	8	0
1/24/2012	169	2	2	0
1/25/2012	89	1	0	0
1/26/2012	66	1	0	0
1/27/2012	50	1	0	0
1/28/2012	32	0	0	0
1/29/2012	27	0	0	0
1/30/2012	24	0	0	0
1/31/2012	19	0	0	0
2/1/2012	16	0	0	0
2/2/2012	13	0	0	0
2/3/2012	12	0	0	0
2/4/2012	11	0	0	0
2/5/2012	10	0	0	0
2/6/2012	9	0	0	0
2/7/2012	21	0	0	0
2/8/2012	19	0	0	0
2/9/2012	14	0	0	0
2/10/2012	14	0	0	0
2/11/2012	14	0	0	0
2/12/2012	14	0	0	0
2/13/2012	15	0	0	0
2/14/2012	14	0	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
2/15/2012	11	0	0	0
2/16/2012	11	0	0	0
2/17/2012	11	0	0	0
2/18/2012	11	0	0	0
2/19/2012	10	0	0	0
2/20/2012	10	0	0	0
2/21/2012	10	0	0	0
2/22/2012	9	0	0	0
2/23/2012	9	0	0	0
2/24/2012	8	0	0	0
2/25/2012	8	0	0	0
2/26/2012	8	0	0	0
2/27/2012	8	0	0	0
2/28/2012	7	0	0	0
2/29/2012	32	0	0	0
3/1/2012	39	1	0	0
3/2/2012	32	0	0	0
3/3/2012	18	0	0	0
3/4/2012	15	0	0	0
3/5/2012	14	0	0	0
3/6/2012	11	0	0	0
3/7/2012	10	0	0	0
3/8/2012	10	0	0	0
3/9/2012	10	0	0	0
3/10/2012	9	0	0	0
3/11/2012	9	0	0	0
3/12/2012	9	0	0	0
3/13/2012	642	8	8	0
3/14/2012	2050	26	8	0
3/15/2012	506	7	7	0
3/16/2012	1210	16	8	0
3/17/2012	1090	14	8	0
3/18/2012	389	5	5	0
3/19/2012	255	3	3	0
3/20/2012	183	2	2	0
3/21/2012	146	2	2	0
3/22/2012	124	2	2	0
3/23/2012	101	1	0	0
3/24/2012	110	1	0	0
3/25/2012	334	4	4	0
3/26/2012	213	3	3	0
3/27/2012	680	9	8	0
3/28/2012	1180	15	8	0
3/29/2012	447	6	6	0
3/30/2012	304	4	4	0
3/31/2012	386	5	5	0
4/1/2012	382	5	5	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
4/2/2012	265	3	3	0
4/3/2012	206	3	3	0
4/4/2012	164	2	2	0
4/5/2012	134	2	2	0
4/6/2012	113	1	0	0
4/7/2012	98	1	0	0
4/8/2012	87	1	0	0
4/9/2012	80	1	0	0
4/10/2012	103	1	0	0
4/11/2012	169	2	2	0
4/12/2012	369	5	5	0
4/13/2012	528	7	7	0
4/14/2012	308	4	4	0
4/15/2012	218	3	3	0
4/16/2012	170	2	2	0
4/17/2012	140	2	2	0
4/18/2012	120	2	2	0
4/19/2012	104	1	0	0
4/20/2012	92	1	0	0
4/21/2012	80	1	0	0
4/22/2012	73	1	0	0
4/23/2012	66	1	0	0
4/24/2012	62	1	0	0
4/25/2012	58	1	0	0
4/26/2012	55	1	0	0
4/27/2012	49	1	0	0
4/28/2012	47	1	0	0
4/29/2012	44	1	0	0
4/30/2012	41	1	0	0
12/1/2012	710	9	8	0
12/2/2012	3850	50	8	0
12/3/2012	631	8	8	0
12/4/2012	257	3	3	4
12/5/2012	443	6	6	0
12/6/2012	284	4	4	4
12/7/2012	185	2	2	0
12/8/2012	135	2	2	0
12/9/2012	104	1	0	0
12/10/2012	84	1	0	0
12/11/2012	76	1	0	0
12/12/2012	70	1	0	0
12/13/2012	60	1	0	0
12/14/2012	53	1	0	0
12/15/2012	48	1	0	0
12/16/2012	51	1	0	0
12/17/2012	103	1	0	0
12/18/2012	81	1	0	0

12/19/2012	65	1	0	0
Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
12/20/2012	59	1	0	0
12/21/2012	1220	16	8	0
12/22/2012	1610	21	8	0
12/23/2012	4300	56	8	0
12/24/2012	1330	17	8	0
12/25/2012	805	10	8	0
12/26/2012	920	12	8	0
12/27/2012	500	6	6	0
12/28/2012	355	5	5	4
12/29/2012	274	4	4	4
12/30/2012	217	3	3	0
12/31/2012	176	2	2	0
Total in MG		472	256	16
Information for river flows was provided by the United States Geological Survey and the Department of the Interior based on the National Water Information System for USGS Monitoring Station No. 11456000				

50:1 Ratio Calculation = $\frac{\text{River Flow (CFS)}}{50} = \text{Allowable Discharge (CFS)}$

Allowable Discharge (MGD) = Allowable Discharge (CFS) x 0.646

¹ Statistics of daily mean flow data

² Met State requirement of 50:1 river to wastewater dilution flow ratio and effluent BOD and TSS limits

³ Met both State requirement and WWTP operational requirements of 150 to 650 CFS river flow

⁴ WWTP actual discharges to the Napa River

2013 Napa River Flow Rates, Allowable State Discharges, and WWTP Operational Discharge Status'				
Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
1/1/2013	147	2	2	0
1/2/2013	127	2	2	0
1/3/2013	114	1	0	0
1/4/2013	103	1	0	0
1/5/2013	103	1	0	0
1/6/2013	123	2	2	0
1/7/2013	96	1	0	0
1/8/2013	88	1	0	0
1/9/2013	81	1	0	0
1/10/2013	75	1	0	0
1/11/2013	69	1	0	0
1/12/2013	65	1	0	0
1/13/2013	62	1	0	0
1/14/2013	57	1	0	0
1/15/2013	53	1	0	0
1/16/2013	52	1	0	0
1/17/2013	50	1	0	0
1/18/2013	49	1	0	0
1/19/2013	46	1	0	0
1/20/2013	44	1	0	0
1/21/2013	42	1	0	0
1/22/2013	40	1	0	0
1/23/2013	43	1	0	0
1/24/2013	47	1	0	0
1/25/2013	41	1	0	0
1/26/2013	38	0	0	0
1/27/2013	36	0	0	0
1/28/2013	34	0	0	0
1/29/2013	32	0	0	0
1/30/2013	31	0	0	0
1/31/2013	30	0	0	0
2/1/2013	29	0	0	0
2/2/2013	28	0	0	0
2/3/2013	27	0	0	0
2/4/2013	26	0	0	0
2/5/2013	25	0	0	0
2/6/2013	25	0	0	0
2/7/2013	27	0	0	0
2/8/2013	26	0	0	0
2/9/2013	24	0	0	0
2/10/2013	23	0	0	0
2/11/2013	23	0	0	0
2/12/2013	22	0	0	0
2/13/2013	21	0	0	0
2/14/2013	21	0	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
2/15/2013	21	0	0	0
2/16/2013	20	0	0	0
2/17/2013	20	0	0	0
2/18/2013	20	0	0	0
2/19/2013	21	0	0	0
2/20/2013	20	0	0	0
2/21/2013	18	0	0	0
2/22/2013	18	0	0	0
2/23/2013	17	0	0	0
2/24/2013	17	0	0	0
2/25/2013	16	0	0	0
2/26/2013	16	0	0	0
2/27/2013	15	0	0	0
2/28/2013	15	0	0	0
3/1/2013	14	0	0	0
3/2/2013	12	0	0	0
3/3/2013	13	0	0	0
3/4/2013	12	0	0	0
3/5/2013	13	0	0	0
3/6/2013	26	0	0	0
3/7/2013	16	0	0	0
3/8/2013	14	0	0	0
3/9/2013	13	0	0	0
3/10/2013	13	0	0	0
3/11/2013	13	0	0	0
3/12/2013	12	0	0	0
3/13/2013	12	0	0	0
3/14/2013	12	0	0	0
3/15/2013	11	0	0	0
3/16/2013	11	0	0	0
3/17/2013	11	0	0	0
3/18/2013	11	0	0	0
3/19/2013	11	0	0	0
3/20/2013	17	0	0	0
3/21/2013	15	0	0	0
3/22/2013	12	0	0	0
3/23/2013	11	0	0	0
3/24/2013	11	0	0	0
3/25/2013	11	0	0	0
3/26/2013	11	0	0	0
3/27/2013	10	0	0	0
3/28/2013	10	0	0	0
3/29/2013	10	0	0	0
3/30/2013	10	0	0	0
3/31/2013	15	0	0	0
4/1/2013	15	0	0	0
4/2/2013	11	0	0	0
4/3/2013	11	0	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
4/4/2013	33	0	0	0
4/5/2013	23	0	0	0
4/6/2013	16	0	0	0
4/7/2013	15	0	0	0
4/8/2013	14	0	0	0
4/9/2013	13	0	0	0
4/10/2013	12	0	0	0
4/11/2013	11	0	0	0
4/12/2013	11	0	0	0
4/13/2013	11	0	0	0
4/14/2013	11	0	0	0
4/15/2013	10	0	0	0
4/16/2013	10	0	0	0
4/17/2013	9	0	0	0
4/18/2013	9	0	0	0
4/19/2013	9	0	0	0
4/20/2013	9	0	0	0
4/21/2013	9	0	0	0
4/22/2013	9	0	0	0
4/23/2013	8	0	0	0
4/24/2013	8	0	0	0
4/25/2013	8	0	0	0
4/26/2013	8	0	0	0
4/27/2013	7	0	0	0
4/28/2013	7	0	0	0
4/29/2013	7	0	0	0
4/30/2013	6	0	0	0
12/1/2013	0	0	0	0
12/2/2013	0	0	0	0
12/3/2013	0	0	0	0
12/4/2013	0	0	0	0
12/5/2013	0	0	0	0
12/6/2013	0	0	0	0
12/7/2013	0	0	0	0
12/8/2013	1	0	0	0
12/9/2013	0	0	0	0
12/10/2013	0	0	0	0
12/11/2013	0	0	0	0
12/12/2013	0	0	0	0
12/13/2013	0	0	0	0
12/14/2013	0	0	0	0
12/15/2013	0	0	0	0
12/16/2013	0	0	0	0
12/17/2013	0	0	0	0
12/18/2013	0	0	0	0
12/19/2013	0	0	0	0
12/20/2013	0	0	0	0
12/21/2013	0	0	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
12/22/2013	0	0	0	0
12/23/2013	0	0	0	0
12/24/2013	0	0	0	0
12/25/2013	0	0	0	0
12/26/2013	0	0	0	0
12/27/2013	0	0	0	0
12/28/2013	1	0	0	0
12/29/2013	1	0	0	0
12/30/2013	1	0	0	0
12/31/2013	1	0	0	0
Total in MG		43	6	0
Information for river flows was provided by the United States Geological Survey and the Department of the Interior based on the National Water Information System for USGS Monitoring Station No. 11456000				

50:1 Ratio Calculation = $\frac{\text{River Flow (CFS)}}{50} = \text{Allowable Discharge (CFS)}$

Allowable Discharge (MGD) = Allowable Discharge (CFS) x 0.646

¹ Statistics of daily mean flow data

² Met State requirement of 50:1 river to wastewater dilution flow ratio and effluent BOD and TSS limits

³ Met both State requirement and WWTP operational requirements of 150 to 650 CFS river flow

⁴ WWTP actual discharges to the Napa River

2014 Napa River Flow Rates, Allowable State Discharges, and WWTP Operational Discharge Status'				
Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
1/1/2014	1	0	0	0
1/2/2014	1	0	0	0
1/3/2014	1	0	0	0
1/4/2014	1	0	0	0
1/5/2014	1	0	0	0
1/6/2014	1	0	0	0
1/7/2014	1	0	0	0
1/8/2014	1	0	0	0
1/9/2014	1	0	0	0
1/10/2014	1	0	0	0
1/11/2014	2	0	0	0
1/12/2014	1	0	0	0
1/13/2014	1	0	0	0
1/14/2014	2	0	0	0
1/15/2014	1	0	0	0
1/16/2014	1	0	0	0
1/17/2014	2	0	0	0
1/18/2014	1	0	0	0
1/19/2014	2	0	0	0
1/20/2014	2	0	0	0
1/21/2014	1	0	0	0
1/22/2014	2	0	0	0
1/23/2014	2	0	0	0
1/24/2014	1	0	0	0
1/25/2014	1	0	0	0
1/26/2014	1	0	0	0
1/27/2014	1	0	0	0
1/28/2014	1	0	0	0
1/29/2014	1	0	0	0
1/30/2014	2	0	0	0
1/31/2014	2	0	0	0
2/1/2014	2	0	0	0
2/2/2014	3	0	0	0
2/3/2014	3	0	0	0
2/4/2014	3	0	0	0
2/5/2014	2	0	0	0
2/6/2014	10	0	0	0
2/7/2014	15	0	0	0
2/8/2014	647	8	8	0
2/9/2014	1490	19	8	0
2/10/2014	474	6	6	0
2/11/2014	120	2	2	0
2/12/2014	56	1	0	0
2/13/2014	41	1	0	0
2/14/2014	33	0	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
2/15/2014	29	0	0	0
2/16/2014	27	0	0	0
2/17/2014	25	0	0	0
2/18/2014	22	0	0	0
2/19/2014	19	0	0	0
2/20/2014	13	0	0	0
2/21/2014	11	0	0	0
2/22/2014	9	0	0	0
2/23/2014	10	0	0	0
2/24/2014	11	0	0	0
2/25/2014	12	0	0	0
2/26/2014	29	0	0	0
2/27/2014	111	1	0	0
2/28/2014	365	5	5	0
3/1/2014	323	4	4	0
3/2/2014	139	2	2	0
3/3/2014	92	1	0	0
3/4/2014	118	2	2	0
3/5/2014	93	1	0	0
3/6/2014	213	3	3	0
3/7/2014	128	2	2	0
3/8/2014	88	1	0	0
3/9/2014	70	1	0	0
3/10/2014	61	1	0	0
3/11/2014	53	1	0	0
3/12/2014	49	1	0	0
3/13/2014	46	1	0	0
3/14/2014	43	1	0	0
3/15/2014	39	1	0	0
3/16/2014	37	0	0	0
3/17/2014	35	0	0	0
3/18/2014	32	0	0	0
3/19/2014	30	0	0	0
3/20/2014	28	0	0	0
3/21/2014	27	0	0	0
3/22/2014	25	0	0	0
3/23/2014	22	0	0	0
3/24/2014	21	0	0	0
3/25/2014	22	0	0	0
3/26/2014	33	0	0	0
3/27/2014	26	0	0	0
3/28/2014	24	0	0	0
3/29/2014	161	2	2	0
3/30/2014	100	1	0	0
3/31/2014	186	2	2	0
4/1/2014	513	7	7	0
4/2/2014	529	7	7	0
4/3/2014	262	3	3	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
4/4/2014	213	3	3	0
4/5/2014	187	2	2	0
4/6/2014	157	2	2	0
4/7/2014	136	2	2	0
4/8/2014	119	2	2	0
4/9/2014	109	1	0	0
4/10/2014	99	1	0	0
4/11/2014	91	1	0	0
4/12/2014	86	1	0	0
4/13/2014	80	1	0	0
4/14/2014	75	1	0	0
4/15/2014	70	1	0	0
4/16/2014	64	1	0	0
4/17/2014	58	1	0	0
4/18/2014	54	1	0	0
4/19/2014	48	1	0	0
4/20/2014	44	1	0	0
4/21/2014	42	1	0	0
4/22/2014	39	1	0	0
4/23/2014	37	0	0	0
4/24/2014	36	0	0	0
4/25/2014	37	0	0	0
4/26/2014	37	0	0	0
4/27/2014	33	0	0	0
4/28/2014	30	0	0	0
4/29/2014	28	0	0	0
4/30/2014	26	0	0	0
12/1/2014	9	0	0	0
12/2/2014	26	0	0	0
12/3/2014	311	0	0	0
12/4/2014	129	0	0	0
12/5/2014	69	0	0	0
12/6/2014	204	0	0	0
12/7/2014	96	0	0	0
12/8/2014	56	0	0	0
12/9/2014	43	0	0	0
12/10/2014	55	0	0	0
12/11/2014	3700	0	0	0
12/12/2014	1020	0	0	0
12/13/2014	332	0	0	0
12/14/2014	179	0	0	0
12/15/2014	807	0	0	0
12/16/2014	989	0	0	0
12/17/2014	831	0	0	0
12/18/2014	498	0	0	5
12/19/2014	816	0	0	7
12/20/2014	534	0	0	6

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
12/21/2014	381	0	0	4
12/22/2014	258	0	0	1
12/23/2014	181	0	0	0
12/24/2014	139	0	0	0
12/25/2014	111	0	0	0
12/26/2014	93	0	0	0
12/27/2014	80	0	0	0
12/28/2014	72	0	0	0
12/29/2014	67	0	0	0
12/30/2014	60	0	0	0
12/31/2014	56	0	0	0
Total in MG		121	74	23
Information for river flows was provided by the United States Geological Survey and the Department of the Interior based on the National Water Information System for USGS Monitoring Station No. 11456000				

50:1 Ratio Calculation = $\frac{\text{River Flow (CFS)}}{50} = \text{Allowable Discharge (CFS)}$

Allowable Discharge (MGD) = Allowable Discharge (CFS) x 0.646

¹ Statistics of daily mean flow data

² Met State requirement of 50:1 river to wastewater dilution flow ratio and effluent BOD and TSS limits

³ Met both State requirement and WWTP operational requirements of 150 to 650 CFS river flow

⁴ WWTP actual discharges to the Napa River

2015 Napa River Flow Rates, Allowable State Discharges, and WWTP Operational Discharge Status'				
Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
1/1/15	52	1	0	0
1/2/15	48	1	0	0
1/3/15	45	1	0	0
1/4/15	42	1	0	0
1/5/15	40	1	0	0
1/6/15	37	0	0	0
1/7/15	34	0	0	0
1/8/15	32	0	0	0
1/9/15	32	0	0	0
1/10/15	30	0	0	0
1/11/15	28	0	0	0
1/12/15	27	0	0	0
1/13/15	25	0	0	0
1/14/15	24	0	0	0
1/15/15	23	0	0	0
1/16/15	21	0	0	0
1/17/15	22	0	0	0
1/18/15	22	0	0	0
1/19/15	21	0	0	0
1/20/15	20	0	0	0
1/21/15	19	0	0	0
1/22/15	19	0	0	0
1/23/15	17	0	0	0
1/24/15	17	0	0	0
1/25/15	17	0	0	0
1/26/15	16	0	0	0
1/27/15	15	0	0	0
1/28/15	15	0	0	0
1/29/15	15	0	0	0
1/30/15	16	0	0	0
1/31/15	15	0	0	0
2/1/15	15	0	0	0
2/2/15	14	0	0	0
2/3/15	13	0	0	0
2/4/15	13	0	0	0
2/5/15	13	0	0	0
2/6/15	257	3	3	0
2/7/15	758	10	8	0
2/8/15	556	7	7	0
2/9/15	1030	13	8	0
2/10/15	386	5	5	0
2/11/15	222	3	3	0
2/12/15	157	2	2	0
2/13/15	124	2	2	0
2/14/15	105	1	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
2/15/15	91	1	0	0
2/16/15	80	1	0	0
2/17/15	73	1	0	0
2/18/15	67	1	0	0
2/19/15	63	1	0	0
2/20/15	59	1	0	0
2/21/15	55	1	0	0
2/22/15	52	1	0	0
2/23/15	48	1	0	0
2/24/15	45	1	0	0
2/25/15	42	1	0	0
2/26/15	40	1	0	0
2/27/15	39	1	0	0
2/28/15	37	0	0	0
3/1/15	35	0	0	0
3/2/15	34	0	0	0
3/3/15	32	0	0	0
3/4/15	30	0	0	0
3/5/15	28	0	0	0
3/6/15	27	0	0	0
3/7/15	27	0	0	0
3/8/15	27	0	0	0
3/9/15	25	0	0	0
3/10/15	24	0	0	0
3/11/15	23	0	0	0
3/12/15	22	0	0	0
3/13/15	21	0	0	0
3/14/15	21	0	0	0
3/15/15	20	0	0	0
3/16/15	20	0	0	0
3/17/15	19	0	0	0
3/18/15	19	0	0	0
3/19/15	18	0	0	0
3/20/15	17	0	0	0
3/21/15	17	0	0	0
3/22/15	18	0	0	0
3/23/15	18	0	0	0
3/24/15	17	0	0	0
3/25/15	17	0	0	0
3/26/15	17	0	0	0
3/27/15	16	0	0	0
3/28/15	16	0	0	0
3/29/15	15	0	0	0
3/30/15	15	0	0	0
3/31/15	15	0	0	0
4/1/15	15	0	0	0
4/2/15	14	0	0	0
4/3/15	14	0	0	0

Date	¹ River Flow (CFS)	² State Allowed Discharge (MGD)	³ WWTP Possible Operational Discharge (MGD)	⁴ WWTP Actual Discharges to River (MGD)
4/4/15	13	0	0	0
4/5/15	14	0	0	0
4/6/15	13	0	0	0
4/7/15	29	0	0	0
4/8/15	18	0	0	0
4/9/15	16	0	0	0
4/10/15	14	0	0	0
4/11/15	12	0	0	0
4/12/15	11	0	0	0
4/13/15	11	0	0	0
4/14/15	10	0	0	0
4/15/15	9	0	0	0
4/16/15	8	0	0	0
4/17/15	8	0	0	0
4/18/15	8	0	0	0
4/19/15	8	0	0	0
4/20/15	8	0	0	0
4/21/15	7	0	0	0
4/22/15	8	0	0	0
4/23/15	7	0	0	0
4/24/15	7	0	0	0
4/25/15	11	0	0	0
4/26/15	8	0	0	0
4/27/15	7	0	0	0
4/28/15	6	0	0	0
4/29/15	6	0	0	0
4/30/15	6	0	0	0
Total in MG		81	38	0
Information for river flows was provided by the United States Geological Survey and the Department of the Interior based on the National Water Information System for USGS Monitoring Station No. 11456000				

50:1 Ratio Calculation = $\frac{\text{River Flow (CFS)}}{50} = \text{Allowable Discharge (CFS)}$

Allowable Discharge (MGD) = Allowable Discharge (CFS) x 0.646

¹ Statistics of daily mean flow data

² Met State requirement of 50:1 river to wastewater dilution flow ratio and effluent BOD and TSS limits

³ Met both State requirement and WWTP operational requirements of 150 to 650 CFS river flow

⁴ WWTP actual discharges to the Napa River

End of Report

OCTOBER 12, 2016

CITY OF ST. HELENA
WASTEWATER TREATMENT & RECLAMATION FACILITY

Land Application Permitting Assistance Scope of Services

Submitted by

LARRY WALKER ASSOCIATES, INC



City of St. Helena Wastewater Treatment and Reclamation Facility
Land Application Permitting Assistance Scope of Services
by
Larry Walker Associates

Larry Walker Associates (LWA) anticipates the following tasks will need to be performed to assist the City of St. Helena (City) with their application for Land Application Waste Discharge Requirements (WDR) and to assist the City with regulatory matters pertaining to the land application field. A cost estimate for the identified tasks follows.

Task 1. Land Application ROWD

Larry Walker Associates (LWA) understands that the City will need to submit a permit application (Report of Waste Discharge, ROWD) for coverage under a land application permit, or Waste Discharge Requirement. ROWD preparation is covered under this task, including consultation with the City to obtain necessary data and information, and preparation of application forms. LWA treats all permits like a contract between the client and the regulatory agency. LWA works with the client to ensure that the client can comply with each of the terms and conditions included in this “contract.”

Task 1.1. Compilation and Evaluation of Data

Pertinent data will be compiled and reviewed to evaluate compliance history and determine data sufficiency. Additional information to be used in the evaluation includes pertinent San Francisco Regional Water Quality Control Board (RWQCB) correspondence, any special studies performed by the City, and current planning documents for the Wastewater Treatment and Reclamation Facility (WWTRF). Also, outliers in the data will be evaluated to determine if it is appropriate for the City to request that they be removed from the dataset for determining reasonable potential and calculating effluent limitations.

Task 1.2. Permit-Specific Meeting with St. Helena

After the ROWD has been submitted, LWA will hold an initial meeting the City to discuss the current permitting policy and schedule prevalent at the RWQCB, its potential effect on the City, and pertinent issues that the City is concerned about in the permit renewal process.

Task 1.3. Determination of Effluent Limitations

There are many different ways to develop effluent limitations for land application permits. Based on its history of working with WDR permits, LWA will calculate effluent limitations under several possible scenarios and conduct “what if’s” to determine the consequences of various alternative interpretations. The results of the comparison will be discussed with the City.

Contingency: Depending on the information the Regional Water Board asks for with the ROWD, it may be necessary to model groundwater mixing and the impact on wells

surrounding the land application field. LWA has developed a model to perform this work and has added funds to this task to run the model, should that be required.

Task 1.4. Meetings and Communications with Regional Water Board Staff

The investment in communicating with RWQCB staff on a regular basis cannot be overemphasized. The cost estimate for this project includes meetings with RWQCB staff, as necessary, as well as other forms of communication such as phone conversations and email.

Task 1.5. Comments on Administrative Draft

RWQCB staff typically provides an Administrative Draft permit to the discharger for review. Comments on the Administrative Draft will be requested in writing, with a justification for any requested changes. A very short (approximately 1 week) turn-around may be allowed for review. After comments are submitted, a meeting may be held with RWQCB staff to discuss the proposed changes. For the purposes of this proposal, it is estimated that there will be one Administrative Draft permit issued to the City and reviewed by LWA.

Task 1.6. Comments on Tentative Order

Comments on the Tentative Order are normally more detailed and comprehensive than comments on Administrative Draft because Tentative Order comments are submitted for the public record and can be used in an appeal or for other actions on the permit. However, the number of issues is normally reduced in comparison to the Administrative Draft, based on discussions with RWQCB staff. The Tentative Order comments may require additional research for citations of precedent-setting activity, and will cover all aspects of the permit that the City wishes the RWQCB staff to revise or that the City may wish to appeal.

Once the Tentative Order comments are submitted to the RWQCB, which may be in a preliminary form prior to the official public comment date, it is appropriate to work out any differences. In addition, it is possible that RWQCB staff may wish to make changes to the permit during the public comment period and will normally discuss these changes with the discharger. Depending on the timing under which the Tentative Order is issued, there may be a fair amount of activity during the public comment period.

Task 1.7. Preparation for Board Hearing

While the City is not required to testify at the RWQCB Hearing on its permit, it is advisable to attend the hearing. The reasons for attending include to express support for the permit as is or to counter any comments from other public entities that may influence the outcome of the permit. Often it is not necessary to stand up to testify during the hearing, but the RWQCB often asks if the City is present and thanks them for attending.

Task 1.8. Development of Compliance Plan and Dates Tracking

In the past, LWA has prepared an overall schedule to keep track of activities required by the reissued permit, to prevent any compliance problems.

Task 2. Review of Third Party Report(s)

The City has received a copy of a formal complaint produced by Dellavalle Laboratory, Inc. claiming that the City has violated Order 87-090. LWA will review the claims in this report and prepare recommendations for additional testing or other actions. LWA is also prepared to review and respond to any additional reports produced by Dellavalle Laboratory or another third party.

Task 3. Land Application Permit Assistance

Under this task, funds are allocated to assist the City with implementation of the new land application permit. This task can be used for evaluating compliance concerns, preparing or reviewing reports, communicating with RWQCB staff, responding to Notices of Violation, assisting with inspections, analytical laboratory communications, requests from RWQCB staff for information or assistance, and following regulatory developments. In addition, LWA will help the City evaluate operational changes for the spray field. While a third party is expected to help the City identify and select effective operational scenarios, LWA will help evaluate options to ensure compliance with regulatory requirements specified in Order 87-090 or the new land application permit.

Task 4. Project Management

LWA activities under this task will include attendance at meetings in St. Helena and/or the RWQCB, as well as managing budgets and schedules. All invoice materials will be delivered to the City electronically and in hard copy format.

City of St. Helena											
Professional Services by Larry Walker Associates											
Estimated Costs for Land Application Permitting Assistance											
Task	Description	LWA Labor Hours and Rates (1)						Total Hours	Total Labor Costs	Other Direct Costs	Total Costs
		Project Advisor:	Project Manager:	Project Engineer:	Project Staff II:	Project Staff I:	Contract Administrator:				
		Denise	Kristine	Airy	Steve / Elizabeth	Danielle / Katrina	Michelle				
		\$245	\$220	\$195	\$175	\$160	\$140				
1	Land Application ROWD	8	24	32		40		104	\$19,880		\$19,880
2	Review of Third Party Reports	2	16		24			42	\$8,210		\$8,210
3	Land Application Permit Assistance	2	12					14	\$3,130		\$3,130
4	Project Management		12				8	20	\$3,760	\$120 (2)	\$3,880
TOTAL PROJECT COSTS (3)		12	64	32	24	40	8	180	\$34,980	\$120	\$35,100
(1) LWA hourly rates are typically adjusted on July 1st of each year. The City will be provided 30-days notice of any proposed rate increase.											
(2) Estimated transportation costs to St. Helena for 1 meeting and 1 sampling event											
(3) The cost estimate is based on best available information and a projections of activities required											

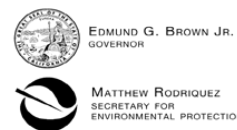
LARRY WALKER ASSOCIATES

Rate Schedule Effective July 1, 2016 – June 30, 2017

PERSONNEL	Rate \$/Hour	REIMBURSABLE COSTS	
Project Staff			
Allison Lewis	\$ 80	Travel:	
Denise Walton	\$ 80	Local mileage	Current IRS rate
Adriana Stovall	\$ 90	Transportation	Actual expense
Michelle Benson	\$145	Auto rental	Actual commercial rate
Kathryn Walker	\$145	Fares	Actual expense
Olin Applegate	\$160	Room	Actual expense
Katrina Arredondo	\$160	Subsistence ⁽¹⁾	\$48 per day
Jenny Bayley	\$160		
Suzanne Brown	\$160		
Antonia Estevez-Olea	\$160	The rate for each meal as follows: ⁽¹⁾	
Nima Jabbari	\$160	Breakfast	\$ 9
Adriel Leon	\$160	Lunch	\$13
Amir Mani	\$160	Dinner	\$21
Danielle Moss	\$160	Incidentals	\$ 5
Steve Maricle	\$175		
Jeff Walker	\$175		
Elizabeth Yin	\$175		
Bryant Alvarado	\$195	Report Reproduction and Copying:	
Alina Constantinescu	\$195	Actual outside expense	
Reni Keane-Dengel	\$195	Per black and white copy, in-house	\$0.08
Airy Krich-Brinton	\$195	Per color copy, in-house	\$0.89
Mike Marson	\$195	Per binding, in-house	\$1.95
Giles Pettifor	\$195		
Hope M. Taylor	\$195		
Senior Staff		Special Postage and Express Mail:	
Kristine Corneillie	\$220	Actual expense	
Diana Engle	\$220		
Laura Foglia	\$220	Other Direct Costs:	
Paul Hartman	\$220	Actual expense	
Gorman Lau	\$220		
Will Lewis	\$220	Daily Equipment Rental Rates:	
Amy Storm	\$220	All single parameter field meters	
Mike Troughon	\$220	(pH, EC, D.O., Turbidity)	\$25 each
Rachel Warren	\$220	Multi-parameter field meters	\$35
		Peristaltic Sampling Pump	\$35
Associate		Professional grade GPS unit	\$25
Denise Connors	\$245	Digital Flow Meter	\$45
Betsy Elzufon	\$245	Digital Fluorometer	\$45
Sandy Mathews	\$245	Multi-parameter Data Sonde	
Mitch Mysliwec	\$245	(with telemetry)	
Claus Suverkropp	\$245	- first day	\$200
		- each additional day	\$ 40
Principal		Subcontractors:	
Karen Ashby	\$270	Actual expense plus 10% fee	
Ashli Cooper Desai	\$270		
Brian Laurenson	\$270		
Chris Minton	\$270		
Mack Walker	\$270		
Tom Grovhoug	\$295		
		Note: ⁽¹⁾ Charged when overnight lodging is required.	

Note: ⁽¹⁾ Charged when overnight lodging is required.

Revised 8/16/16



San Francisco Bay Regional Water Quality Control Board

Sent by email
Confirmation of Receipt Requested

May 25, 2017
 CW-258386

City of St. Helena
 ATTN: Erica Ahmann Smithies
 1480 Main Street
 St. Helena, CA, 94574

**Subject: St. Helena Wastewater Treatment Plant – Notice of Violation for
 Failure to Submit Required Information and Acceptable Feasibility Study**

Dear Ms. Ahmann Smithies:

The City of St. Helena is in violation of California Water Code section 13267 because it failed to provide the information required by our November 7, 2016, letter (13267 Letter). The City is also in violation of Cease and Desist Order No. R2-2016-0004 (CDO) because it did not provide an adequate Feasibility Study as the CDO requires.

Our 13267 Letter informed the City that it was in violation of its Water Reclamation Requirements, Regional Water Board Order No. 87-090 (WRRs); provided comments on the City's Draft Feasibility Study; and required the City to complete the following groundwater-related tasks in order to update the WRRs: (1) water-balance evaluation, (2) groundwater movement and fate evaluation, (3) nutrient-balance evaluation, and (4) groundwater monitoring plan. This information was due on March 1, 2017, but we granted an extension to May 1, 2017, because severe wet weather had inhibited the City's investigation. The City's May 1, 2017, Report of Waste Discharge (ROWD) contained a water balance evaluation but failed to (1) evaluate groundwater fate and movement at the irrigation fields (task 2 of our 13267 Letter), (2) evaluate nutrient impacts to groundwater (task 3 of our 13267 Letter), or (3) provide an adequate groundwater monitoring plan (task 4 of our 13267 Letter).

Furthermore, the City has violated CDO Task (b) because it has not submitted an acceptable Feasibility Study. The Feasibility Study the City submitted is unacceptable because it does not evaluate the anticipated effectiveness or reliability of each option considered. The City must perform a groundwater investigation and submit the information described in our 13267 Letter. It must also provide a revised Feasibility Study that fully evaluates each considered option.

DR. TERRY F. YOUNG, CHAIR | BRUCE H. WOLFE, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay



St. Helena Wastewater Treatment Plant

- 2 -

May 25, 2017

13267 Letter Task 2: Groundwater Movement and Fate Evaluation

Task 2 requires the City to “estimate the direction, speed, and volumetric flow of groundwater flow beneath and downgradient of the discharge area, and characterize how the discharges affect groundwater flow and levels.” This information is necessary to (1) evaluate the impacts of the City’s treated wastewater discharges to groundwater, (2) develop a short-term discharge strategy that will minimize impacts from those discharges, (3) determine the number and locations of future monitoring wells, and (4) develop a feasibility study for the treatment plant upgrades the CDO requires.

The ROWD acknowledges that its analysis of groundwater fate and movement, based on a 2015 investigation evaluating the impacts of the City’s illicit discharge to groundwater from a leaking wastewater treatment pond in 2014, is insufficient to model the groundwater fate and movement at the irrigation fields. The 2015 investigation was based on data from two wells at the treatment plant (both of which were upgradient from the irrigation fields), one well in the center of the irrigation fields, and five wells with no construction logs from neighboring properties (cross-gradient from the irrigation fields). The 2015 investigation provides the approximate groundwater direction (to the southeast), but does not contain sufficient information such as soil stratigraphy, necessary to develop a fate and movement model.

13267 Letter Task 3: Nutrient Balance Analysis

The qualitative nutrient balance analysis in the ROWD concludes that additional information is necessary to evaluate the impacts from the nutrient discharges. Although the ROWD provides an analysis of nutrient application rates and historical nitrate concentrations at a monitoring well located in the center of the irrigation fields, it does not evaluate the movement of nutrients in the groundwater as required.

13267 Letter Task 4: Groundwater Monitoring Plan

The ROWD provides a groundwater monitoring plan based on the 2015 investigation that is inadequate to monitor the effects of the City’s wastewater discharges to groundwater. An acceptable groundwater monitoring plan must be able to completely monitor the wastewater plume downgradient of the irrigation fields. At a minimum, wells must be located no more than 200 feet apart along the downgradient perimeter of the property. The wells must be screened at a depth that will capture the wastewater plume as it migrates offsite. The City’s groundwater monitoring plan, by contrast, proposes two shallow wells in the center of the irrigation fields and one well on the northeastern boundary adjacent to the river. No wells are proposed on the southeastern boundary adjacent to the offsite vineyards. The small number of proposed wells will be insufficient to adequately monitor the entire plume.

CDO Task (b): Feasibility Study

The City’s revised Feasibility Study, submitted on May 1, 2017 (due on December 1, 2016), does not adequately evaluate the anticipated effectiveness and reliability of each option considered, as required by CDO Table 3, Tasks (a) and (b), and described in our comments on

St. Helena Wastewater Treatment Plant

- 3 -

May 25, 2017

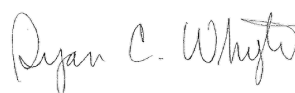
the Draft Feasibility Study contained in our 13267 Letter. The revised Feasibility Study responds to each comment in our Letter, but it still does not evaluate each option thoroughly enough to select an option for implementation. We will provide additional guidance on the adequacy of the City's responses to our comments in the coming weeks. We recognize that an adequate evaluation of each option cannot be done until more information about the groundwater hydrology is available. Accordingly, the City should resubmit its Feasibility Study as soon as possible after it has performed its groundwater investigation and evaluated each option thoroughly.

The City's failure to comply with our 13267 Letter is delaying a solution to the City's lack of wastewater disposal capacity. The ROWD's water balance indicates that wastewater discharges have exceeded—and will continue to exceed—the ability of the irrigation fields to absorb the discharges during certain times of the year, and the CDO indicates that the City will have difficulty meeting its new effluent limitations without updating its treatment infrastructure. The City must comply with our 13267 Letter and the CDO, and develop a solution to its wastewater disposal problem as soon as possible. The CDO requires the City to submit a draft work plan implementing the City's preferred option by June 1, 2017, but the City has yet to submit an acceptable feasibility study that can be used to select a preferred option upon which the work plan can be based. While wet weather delayed the groundwater investigation, the City has not provided a reason for the continued delay now that conditions are dry enough to conduct the investigation.

No later than June 2, 2017, the City must submit a response to this letter explaining the delay and providing a schedule for submitting the required information. This response will help us determine the appropriate enforcement strategy for the violations.

You may contact Vincent Christian at (510) 622-2336 or by email at vchristian@waterboards.ca.gov if you have any questions.

Sincerely,



for

Bruce H. Wolfe
Executive Officer

cc:

Dellavalle Laboratory, Inc.
1920 W. McKinley Avenue, Suite 110
Fresno, CA 93728

Downey Brand LLP
Attention: Ms. Melissa A. Thorne
621 Capitol Mall, 18th Floor, Sacramento, CA 95814

St. Helena Wastewater Treatment Plant

- 4 -

May 25, 2017

Bean Family Vineyards, LLC
Attention: Mr. James Bean
420 Palm Street, Palo Alto, CA 94301

Jack Neal & Son Vineyard Management
Attention: Mr. Mark Neal
360 La Fata Street,
St. Helena, CA 94574

Copy (sent by email):

Becky Mitschele, U.S. EPA, Region 9, becky.mitschele@epamail.epa.gov>

SWRCB DWQ, NPDES_Wastewater@waterboards.ca.gov

Ken Greenberg, U.S. EPA Region 9, greenberg.Ken@epamail.epa.gov

Cris Carrigan, SWRCB Office of Enforcement, Cris.Carrigan@waterboards.ca.gov

Chris Malan, Cmalan1earth@gmail.com

Alex Culick, GHD Engineering, alex.culick@ghd.com

Kristine Corneillie, Larry Walker Associates, KristineC@lwa.com

Friends of the Napa River, info@fnr.org



City of St. Helena
“We will conduct city affairs on behalf of our citizens
using an open and creative process.”

1480 Main Street
St. Helena, CA 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

OFFICE OF THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER

Sent by email
Confirmation of Receipt Requested

June 2, 2017

Mr. Bruce H. Wolfe
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

**Re: St. Helena Wastewater Treatment Plant – Notice of Violation for Failure
to Submit Required Information and Acceptable Feasibility Study**

Dear Mr. Wolfe,

The City of St. Helena (City) received the San Francisco Bay Regional Water Quality Control Board (Board) comment letter dated May 25, 2017 regarding the Notice of Violation for Failure to Submit Required Information and Acceptable Feasibility Study. We are providing this letter as a response to you as required per the letter. The City has been making progress on the project and is currently putting in place contracts for continuing to develop the necessary information outlined in your letter. Scopes of work from Larry Walker Associates and GHD are being presented to the City Council on June 13 for approval for the required next steps and are included as an attachment for your reference. These scopes of work expand upon the detail and level of effort the City will be committing to complete the tasks identified in the May 1 report of waste discharge and to comply with the May 25 Notice of Violation.

As had previously been discussed and referenced in my email to Vince Christian dated 5/30/17, the wet weather season this year precluded the City from installing the groundwater monitoring wells which is the first step in developing the necessary information. My predecessor Steve Palmer and now myself were under the impression that was understood by Vince and the Board. In retrospect, it would have been

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California Regional Water Quality Control Board, San Francisco Bay Region

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beneficial to have had a schedule showing the Board a plan for this next phase of the work which we are now proceeding with.

Once the monitoring wells are installed our consultant Larry Walker Associates can begin to collect subsurface data. We will then be able to develop the other necessary information including the groundwater movement and fate evaluation, nutrient balance analysis and development of a groundwater monitoring plan as referenced in your letter.

The following is a summary of tasks we are working on and our strategy for moving the project forward for completion in order to have the necessary upgrades to the existing wastewater system operational by September 1, 2020 as required in the CDO (Order R-2-2016-0004).

Funding

The City recently passed a rate increase that will generate the necessary revenue for financing the project. We are currently working to put together pre-applications for project funding with USDA and the SWRQCB SRF program. We anticipate having a loan in place by Spring 2018.

Groundwater Management Plan, Fate and Nutrient Analysis

As detailed in the attached scope of work provided by Larry Walker Associates, we will install a groundwater monitoring network, provide groundwater monitoring, and complete a preliminary groundwater modeling analysis. The groundwater movement and fate will be assessed using a numerical simulation model that will be capable of estimating the direction, speed, and volumetric flow of groundwater beneath and downgradient of the land application area. Additionally, the impact of wastewater discharges on groundwater flow and level will be characterized. The results of the groundwater modeling work will be used in determining potential impacts of the wastewater discharges on the groundwater and to minimize the impacts through developing and implementing short-term strategies.

Based on the attached scope of work from Larry Walker Associates (and their sub consultant GEI,) the City believes the number of monitoring wells resulting from the 200 foot spacing is excessive and results in an extremely high cost to the City. Please provide a basis and standard for the requested well spacing. The City would like to discuss modifying the number of wells and develop a more reasonable and cost-effective plan.

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Pre-design

As detailed in the attached scope of work provided by GHD, we will complete initial pre-design work related the trickling filter that will be used to refine the proposed process and to conduct initial field work in the irrigation field to estimate percolation rates for sizing of a surface disposal field. The City authorized GHD to collect wastewater samples for water quality analysis at the WWTRP in May. Sampling was conducted over a two week period and lab analysis should be received in the near future. Once the data is received GHD will complete some initial pre-design work that will refine the treatment approach for reduction of ammonia per permit requirements and also control of nitrate. This will include initial pre-design work related to the recycling requirements for the PETRO process and make an initial estimate of the effluent quality that will be discharged to the fields during winter disposal.

The objective of the infiltration evaluation is to investigate, evaluate, and understand the soil, groundwater, and infiltration properties of the existing irrigation field to provide an estimate of initial infiltration for planning purposes. Determining the infiltration rate is planned for two phases. In the first phase, percolation testing and grain size analysis will be performed across the entire project site. Once the specific infiltration area is determined after initial sizing, double ring infiltrometer testing will be performed across that area at the appropriate elevation. This scope of work includes scope and costs for the first phase of testing and initial infiltration determination. Final infiltrometer testing will be conducted in the winter of 2018 and will be included in a separate scope of work.

Overall Compliance Schedule

Based on the CDO requirements and the work described above and included in the attached scopes of work we have developed the following initial schedule that provides the draft schedule for meeting the CDO compliance requirements.

City of St. Helena - Proposed Compliance Schedule

Task	Task Description	Target/Completion/Compliance Date
1	City of St. Helena approve Groundwater Management Plan and Pre-Design Scope of Work	June 13, 2017
2	Begin Groundwater Management Plan Field Work and Pre-Design Analysis	July 1, 2017
3	Submit Draft Work Plan for implementation of the preferred option identified in the Draft Feasibility Study	September 1, 2017

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4	Complete initial field work, sampling and Groundwater Fate and Transport Modeling, Interim for Groundwater Monitoring Report	October 30, 2017
5	Finalize Pre-Design and refine preferred option. Update Feasibility Study to include winter disposal strategy.	November 30, 2017
6	Submit a Final Workplan that addresses any Executive Officer comments on the Draft Workplan and includes final disposal strategy.	December 1, 2017
7	Design of preferred option	December 1 – June 30, 2018
8	City finalize funding	May 31, 2018
9	Bid Phase	July 17 – August 18, 2018
10	Contract Award/NTP	September 11, 2018
11	Project substantial completion	June, 2020
12	Submit documentation of the completion of Final Workplan implementation and begin operation of the new or modified treatment system.	September 1, 2020
13	Submit a report evaluating the effectiveness of the new or modified treatment system and whether it is likely to meet the requirements of the NPDES permit. If the system appears unlikely to meet the requirements of the NPDES permit, identify and implement measures to ensure compliance.	December 1, 2020
14	Receive approval of project and confirmation CDO has been rescinded.	March 2021

Disinfection System

In addition to the work specifically related to the CDO and the wastewater treatment system performance, the City is committed to making upgrades to the existing disinfection system. The City authorized GHD to review the existing disinfection system, make a site visit to speak with the City operators, and provide recommendations for increasing the disinfection system reliability. Based on the site visit, GHD recommended that a disinfection sampling and analysis plan be developed to evaluate the existing disinfection system and to verify current chlorine residual and total coliform results. The plan will include a set of procedures for analyzing the disinfection process on site and at a laboratory. Larry Walker Associates will complete the disinfection sampling plan in June or July 2017. Following submittal of the results

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California Regional Water Quality Control Board, San Francisco Bay Region

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and report GHD will evaluate the results and make recommendations for improvements and to upgrade the system to be more reliable as required.

I trust that the information submitted for you in this letter shows that the City is on schedule for meeting the CDO compliance schedule for having the WWTRP in compliance with the new effluent limits by September 1, 2020.

Please call me at (707) 968-2629 or by email at esmithies@cityofsthelena.org if you have any questions.

Sincerely,



Erica Ahmann Smithies, PE
Public Works Director/City Engineer
City of St. Helena

Copy (sent by email):

Vince Christian, SF Bay Regional Water Quality Control Board
Dyan C. Whyte, SF Bay Regional Water Quality Control Board
Larry Pennell, Interim City Manager
Kristine Corneillie, Larry Walker Associates
Alex Culick, GHD

EXHIBIT A – SCOPE OF SERVICES
ST. HELENA GROUNDWATER QUALITY MONITORING AND REPORTING

This Scope-of-Services describes groundwater monitoring network installation, monitoring, reporting, and groundwater modelling activities provided by LWA to the City of St. Helena (City). The scope fulfills the requirements of the San Francisco Bay Regional Water Quality Control Board (RWQCB) May 25, 2017 Notice of Violation (NOV) for failure to submit required information. The proposed scope of work is presented below.

LWA will assist with the installation of a groundwater monitoring network at the WWTRP, and subsequent groundwater monitoring and reporting. Per recommendations from the RWQCB for 200 foot spacing along the downgradient property perimeter, the groundwater monitoring network will consist of a total of 17 wells drilled in the Shallower Groundwater Formation - **Figure 1**. GRD-P-001 and 002 are within the land application area with a cased depth of 100 ft. GRD-P-003 to 008 will be shallow wells to assist in exploring groundwater-river hydraulic connection. GRD-P-009 to 016 will be on the southern boundary with 200 foot spacing and 100 foot depth. The scope-of-work includes costs of drilling wells, monitoring water elevation, sampling and testing for water quality (analytes of concern are total coliform, *e. coli*, nitrate, chloride, pH and total dissolved solids), modeling and groundwater reporting. Wells will be monitored monthly for the first six months and quarterly in the next six months and the second year.

Figure 1: Location of available and proposed wells in vicinity of the land discharge area



Scope of Services

Task 1. Development of Monitoring Well Network and Monitoring Well Installation

LWA will oversee and subcontract through GEI to construct the proposed monitoring well network at the City of St. Helena WWTRP. A detailed scope and budget for monitoring well installation is provided in Attachment 1.

Task 2. Prepare a Sampling and Analysis Plan

LWA will create a Sampling and Analysis Plan (SAP) to guide monitoring personnel through each sampling event and communicate data quality expectations to laboratories selected to perform analyses. The SAP will include all sample collection procedures, sampling methods, quality control measures, data review standards and practices, and reporting protocols. The SAP will build upon and follow any methods and protocols established within the groundwater monitoring plan. The SAP will include at a minimum the following details:

- Sampling event preparation (gathering equipment, preparing chain of custody forms, obtaining and labeling sample containers provided by the laboratory, preparing field observation sheets);
- Driving directions to the site and a description of monitoring locations;
- Instructions for calibrating field meter(s) and documenting calibration;
- A list of containers, preservatives and holding times for required analytes/analyte groups;
- Sampling equipment and sampling instructions for each monitoring location;
- Instructions on appropriate monitoring well sampling procedures, well purging and disposal of purged groundwater;
- Clean sampling techniques to be used for sample collection;
- Equipment cleaning instructions to be followed between each monitoring well sampled;
- Quality control samples to be collected in the field, as well as those generated and analyzed by the laboratory;
- Sample storage, delivery, and chain-of-custody instructions, and contact information for laboratory staff;
- Data quality objectives to be achieved by selected laboratories;
- Data review, data analysis and reporting; and
- Monitoring site housekeeping.

LWA does not provide health and safety training and City staff or third party agents of the City should follow their own health and safety documents and implemented programs.

Task 3. Monitoring Preparation

LWA will install pressure transducers in five of the monitoring wells to better characterize groundwater elevation for subsequent reporting and monitoring. LWA will prepare in advance for each sampling event, including preparing monitoring forms, equipment and containers. LWA will prepare all relevant monitoring paperwork, including Field Data Sheets, Chain-of-Custody forms, container labels, and field meter calibration records, with the majority of information completed on forms prior to field activities. LWA will obtain sample containers directly from the laboratory selected to perform each analysis. Equipment required for monitoring will be cleaned, organized, and ready for mobilization. Field meters used for the project will be calibrated at the beginning of each monitoring day.

Task 4. Perform Monitoring

LWA will assist at least one City staff or representative to perform groundwater monitoring. LWA will perform monitoring in accordance with requirements detailed in the Sampling and Analysis Plan. LWA will record visual observations on Field Data Sheets and will use a digital camera to document conditions encountered during each event at each monitoring station. LWA will use clean sampling techniques and will observe any additional precautions specified in the Sampling and Analysis Plan to avoid introducing contamination between monitoring wells. LWA will place filled sample containers on ice for pick-up by the Caltest Analytical Laboratory courier for analysis within required holding times. Samples collected

from each monitoring well will be analyzed for constituents listed in **Table 1**, below. Additional constituents may be analyzed upon request by City staff.

LWA will request the following analytes and test methods for each set of samples submitted to the laboratory:

Table 1. Analytical Constituents and Test Methods: Groundwater Quality Monitoring

Constituent	Analytical Method
Total coliform	SM 9221E
E. Coli	SM 9223B
Nitrate (as N)	EPA 300.0
Chloride	EPA 300.0
Total Dissolved Solids (TDS)	SM 2540C
pH	EPA 150.1

Task 5. Review and Compile Analytical Data

Within three business days of each sample collection event, LWA will send the City the field log sheet, chain of custody forms, and any narrative discussion regarding problems and their resolution for sampling events. LWA will review data reports received from the selected laboratory to verify that data quality objectives for accuracy, precision and completeness (as specified in the Sampling and Analysis Plan) have been met. LWA will investigate any issues with data quality and communicate any issues discovered to the City for each event. LWA will compile field data, sample data and quality control data into a spreadsheet for submittal to the City.

Task 6. Groundwater Fate and Transport Modelling

Groundwater movement and fate will be assessed using a numerical simulation. The numerical model will be capable of estimating the direction, speed, and volumetric flow of groundwater beneath and downgradient of the land application area. Additionally, impact of wastewater discharges on groundwater flow and level will be characterized. The model will benefit from the data collected through the groundwater monitoring plan for this area. The results of the groundwater modeling work will be used in determining impacts of the wastewater discharges on the groundwater and to minimize the impacts through developing and implementing short-term strategies.

Task 7. Interim Groundwater Monitoring Report

LWA will prepare an Interim Groundwater Monitoring Report for submittal to the City. The Report will document the findings of the groundwater fate and transport modeling as well as summarize analytical data and results up through that point in time. The Report will provide the basis necessary for the City to move forward with its Feasibility Study and to make decisions regarding upgrades to the WWTRP. The Report will include the following additional elements:

- LWA will provide a narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring
- LWA will compare groundwater quality upgradient with effluent water quality and downgradient wells using non-parametric statistics for data analysis
- LWA will evaluate the analytical results for all groundwater locations monitoring including spatial and temporal trends data to determine whether there are changes in concentration over time.
- LWA will update the May 1, 2017 nutrient balance.
- LWA will provide copies of laboratory analytical report(s) for groundwater monitoring.

Task 8. Bi-Annual Groundwater Monitoring Report

LWA will prepare an Groundwater Monitoring Report at the end of the two year monitoring period for submittal to the City and RWQCB. The Report will document the analysis of groundwater elevation and quality results representative of the previous two years of data for background and downgradient wells at the WWTP. The Report will include the following elements:

PSA-LWA Groundwater Monitoring
 STH Contract: 2017-XXX

- LWA will provide a narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring
- LWA will summarize groundwater elevation results and analysis and provide an update on groundwater flow direction and gradient and a discussion of seasonal trends, if any
- LWA will compare groundwater quality upgradient with effluent water quality and downgradient wells using non-parametric statistics for data analysis
- LWA will evaluate the analytical results for all groundwater locations monitoring including spatial and temporal trends data to determine whether there are changes in concentration over time.
- LWA will update the nutrient balance.
- LWA will provide copies of laboratory analytical report(s) for groundwater monitoring.

Task 9. Project Management

LWA will provide project coordination services to manage the analytical laboratories or other vendors and subcontractors as approved by the City. LWA will provide ongoing project management, including regular communication with the City regarding the project schedule, budgets, expenditures and other issues related to the administration of the contract. LWA will submit a monthly invoice with budget status information on a task basis.

Project Schedule

A summary of the anticipated project schedule is provided in **Table 2**, below.

Table 2. Project Schedule: Groundwater Monitoring

Task No.	Task	Tentative Project Schedule ¹
1	Development of Monitoring Well Network and Monitoring Well Installation	June – July 2017
2	Prepare Sampling and Analysis Plan	June 2017
3	Monitoring Preparation	July 2017 – August 2019
4	Perform Monitoring	August 2017 – August 2019
5	Review and Compile Analytical Data	Ongoing
6	Groundwater Fate and Transport Modeling	October 2017
7	Interim Groundwater Monitoring Report	October 2017
8	Bi-Annual Groundwater Monitoring Report	October 2019
9	Project Management	Ongoing

¹ Monitoring well network installation timing is dependent on drilling permit approval by the RWQCB. Monitoring start date is contingent on monitoring well network installation and completion.

Attachment 1: GEI scope and Budget for Monitoring Well Installation

Attachment 2: FY2016-2017 LWA Rate Sheet

EXHIBIT B - "COMPENSATION"

The estimated not-to-exceed time and materials project budget for two years of sample collection support is included below. Labor rates are estimated to increase 3% annually from the current rate schedule provided.

A summary cost estimate is provided below.

Summary Cost Estimate

Task No.	Task Description	Estimated Cost
1	Development of Monitoring Well Network and Monitoring Well Installation	\$447,626
2	Prepare a Sampling and Analysis Plan	\$5,060
3	Monitoring Preparations	\$12,780
4	Perform Monitoring	\$90,510
5	Review and Compile Analytical Data	\$6,140
6	Groundwater Fate and Transport Modelling	\$15,720
7	Interim Groundwater Monitoring Report	\$14,100
8	Bi-Annual Groundwater Monitoring Report	\$11,380
9	Project Management	\$6,960
Total Project Cost:		\$610,276

**Larry Walker Associates Cost Estimate for the Scope of Work for
St. Helena Groundwater Monitoring and Reporting**

Task Number	Task Description	LWA Labor Hour Estimate						LWA Total Labor Cost	Other Direct Costs		Total Estimated Cost
		Advisor (VP)	Project Manager (Sr)	Project Eng/Sci 2	Project Eng/Sci 1	Contract Admin.	LWA Total Labor Hours				
		\$ 270	\$ 220	\$ 175	\$ 160	\$ 145			Source	Amount	
1	Development of Monitoring Well Network and Monitoring Well Installation	1	8	8	16	8	41	\$ 7,150	a	\$ 440,476	\$ 447,626
2	Prepare a Sampling and Analysis Plan	2	6	--	20	--	28	\$ 5,060			\$ 5,060
3	Monitoring Preparations	--	4	12	30	--	46	\$ 7,780	b	\$ 5,000	\$ 12,780
4	Perform Monitoring ^{c,e,h}	--	4	30	144	--	178	\$ 29,170	d, g	\$ 61,340	\$ 90,510
5	Review & Compile Analytical Data	2	8	--	24	--	34	\$ 6,140			\$ 6,140
6	Groundwater Fate and Transport Modelling	4	20	--	64	--	88	\$ 15,720			\$ 15,720
7	Interim Groundwater Monitoring Report	--	8	12	64	--	84	\$ 14,100			\$ 14,100
8	Bi-Annual Groundwater Monitoring Report	2	8	8	48	--	66	\$ 11,380			\$ 11,380
9	Project Management	2	16	--	--	20	38	\$ 6,960			\$ 6,960
TOTAL		13	82	70	410	28	603	\$ 103,460	-----	\$ 506,816	\$ 610,276

NOTES

- a Detailed cost for monitoring well installation is included in Attachment 1. Includes 10% markup.
- b Cost includes the installation of transducers in 5 monitoring wells for continuous elevation measurements
- c Assuming 1 LWA staff from Berkely or Davis accompanied by 1 city staff for sampling
- d Round-trip mileage from LWA-Davis office to St. Helena (approx. 130 miles RT), at \$0.535/mile for 12 sampling events
- e Assuming monitoring for 17 groundwater wells
- f Assuming 12 monitoring events over a 2 year period (initial 6 months of monitoring events followed by 6 quarterly events)
- g Includes \$60,505 for laboratory analysis of constituents listed in Table 1 of the LWA scope (includes 10% markup).
- h An additional \$4,000 may be required as a contingency in the event of staffing or monitoring issues

LARRY WALKER ASSOCIATES

Rate Schedule Effective July 1, 2016 – June 30, 2017

PERSONNEL	Rate \$/Hour	REIMBURSABLE COSTS	
Project Staff			
Melanie Andreacchi	\$ 80	Travel:	
Lynne Enya	\$ 80	Local mileage	Current IRS rate
Mary Huizar	\$ 80	Transportation	Actual expense
Tina VanCarpels	\$ 80	Auto rental	Actual commercial rate
Denise Walton	\$ 80	Fares	Actual expense
Adriana Stovall	\$ 90	Room	Actual expense
Michelle Benson	\$145	Subsistence ⁽¹⁾	\$48 per day
Kathryn Walker	\$145		
Olin Applegate	\$160		
Katrina Arredondo	\$160	The rate for each meal as follows: ⁽¹⁾	
Jenny Bayley	\$160	Breakfast	\$ 9
Suzanne Brown	\$160	Lunch	\$13
Antonia Estevez-Olea	\$160	Dinner	\$21
Nima Jabbari	\$160	Incidentals	\$ 5
Adriel Leon	\$160		
Amir Mani	\$160		
Danielle Moss	\$160		
Steve Maricle	\$175	Report Reproduction and Copying:	
Jeff Walker	\$175	Actual outside expense	
Elizabeth Yin	\$175	Per black and white copy, in-house	\$0.08
Bryant Alvarado	\$195	Per color copy, in-house	\$0.89
Alina Constantinescu	\$195	Per binding, in-house	\$1.95
Reni Keane-Dengel	\$195		
Airy Krich-Brinton	\$195		
Mike Marson	\$195	Special Postage and Express Mail:	
Giles Pettifor	\$195	Actual expense	
Danielle Potocek	\$195		
Hope M. Taylor	\$195		
Senior Staff		Other Direct Costs:	
Kristine Corneillie	\$220	Actual expense	
Diana Engle	\$220		
Laura Foglia	\$220	Daily Equipment Rental Rates:	
Paul Hartman	\$220	All single parameter field meters	
Gorman Lau	\$220	(pH, EC, D.O., Turbidity)	\$25 each
Will Lewis	\$220	Multi-parameter field meters	\$35
Shelli St. Clair	\$220	Peristaltic Sampling Pump	\$35
Amy Storm	\$220	Professional grade GPS unit	\$25
Mike Troughon	\$220	Digital Flow Meter	\$45
Rachel Warren	\$220	Digital Fluorometer	\$45
		Multi-parameter Data Sonde (with telemetry)	
		- first day	\$200
		- each additional day	\$ 40
Associate		Subcontractors:	
Denise Conners	\$245	Actual expense plus 10% fee	
Betsy Elzufon	\$245		
Sandy Mathews	\$245		
Mitch Mysliwec	\$245		
Claus Suverkropp	\$245		
Principal			
Karen Ashby	\$270		
Ashli Cooper Desai	\$270		
Brian Laurenson	\$270		
Chris Minton	\$270		
Mack Walker	\$270		
Tom Grovhoug	\$295		

Note: ⁽¹⁾ Charged when overnight lodging is required.

Revised 5/2/17

Exhibit C – Additional Scope of Services

City of St. Helena Wastewater Treatment and Reclamation Facility Pre Design and Percolation Testing of Irrigation Fields

Task 7 - Project Management

GHD will provide Project Management of the project that will include project set up and overall coordination of the project throughout the development of the pre design and field work. QA/QC for project deliverables is included under specific scope tasks.

Task 8 - Pre Design

Based on requirements by The Regional Water Quality Control Board (RWQCB) and required information to support the groundwater investigation and Report of Waste Discharge GHD will initiate and complete pre-design work to develop additional and refined data that was beyond the scope of the Feasibility Study. Tasks will include:

1. Develop estimates of BOD, TSS reduction with the PETRO process and trickling filter proposed in the feasibility study and based on recent wastewater data collected in May 2017.
2. Use new data from May 2017 sampling to refine treatment approach for reduction of ammonia per permit requirements. This will include initial pre design work related to the recycle requirements for the PETRO process. This information is needed for an estimate of the effluent quality that will be discharged to the fields during winter disposal.
3. Develop alternatives to control nitrogen as required per the discharge requirements for the Basin Plan for TKN, ammonia and nitrates. As discussed with the RWQCB on April 21, 2017 there will not be numerical limits beyond those delineated in the permit for ammonia but it will be required to show that the proposed discharge won't violate basin plan requirements when discharging to the river and to the groundwater during the winter disposal operations. GHD will coordinate with Larry Walker and Associates and review the basin plan targets and requirements.
4. Develop a schematic of the PETRO process and trickling filter to show proposed recycle routes and provide estimates of effluent quality based on the recently acquired pond data from May 2017.

Deliverables:

- Preliminary Design Report

Task 9 - Infiltration Study

Determining the infiltration rate is planned for two phases. In the first phase, percolation testing and grain size analysis will be performed across the entire project site. Once the specific infiltration area is determined, double ring infiltrometer testing will be performed across that area at the appropriate elevation. This scope of work includes scope and costs for the first phase of testing and initial infiltration determination. Final infiltrometer testing will be included in a separate scope of work. Professional geotechnical services to be provided under this scope of work include the initial infiltration determination.

The objective of the infiltration evaluation is to investigate, evaluate, and understand the soil, groundwater, and infiltration properties of the site to provide an estimate of initial infiltration for planning purposes. The geotechnical investigation will be performed in the responsible charge of a licensed Geotechnical Engineer. Services include the following:

1. GHD will review available published geotechnical and geologic data applicable to the project.

2. Exploration will include up to 10 hand-auger borings across the site to depths of about 5 feet. Grab samples will be obtained in different strata and the soil shall be field-classified in general accordance with ASTM D2488. In up to five of the 10 borings, percolation tests will be performed at depths between 2 and 5 feet in general accordance with the County of Napa percolation guidelines. Due to the need to soak the holes before performing the percolation test, percolation testing may take up to two days after the completion of drilling.
3. GHD will perform laboratory tests to provide information in confirming the grain size and permeability of the upper 5 feet of soil. The laboratory testing will primarily include sieve analyses.
4. Engineering analysis, including reduction of the percolation test data and laboratory test results to determine permeability and infiltration characteristics of the upper 5 feet of soil.
5. A preliminary infiltration report summarizing the results of the exploration, field and laboratory testing, and engineering analysis will be prepared and will include the following:
 - a. Description of physical properties and characteristics of the levee embankment material, native soil, and groundwater
 - b. A plan showing the locations of borings and log of borings
 - c. Discussion of general and local site geology
 - d. A summary of the percolation test data
 - e. A summary of all laboratory test data
 - f. A summary of the analysis results and conclusions for potential mitigation and monitoring, as appropriate

Deliverable: One digital copy of the preliminary infiltration report.

Assumptions and Clarifications

- The City will provide access to the site; an encroachment permit is not necessary
- Work hours will be weekdays between 8 am and 5 pm
- Wet weather may delay the schedule of field services
- Additional work and meetings not referenced will be provided under a separate scope and fee
- Detailed design and development of a bid package for design of the WWTRP modifications will be developed under a separate scope and fee
- Comments will be provided in one set of consolidated comments from all reviewers

Exhibit D – Updated Compensation
City of St. Helena Wastewater Treatment and Reclamation Facility
Pre Design and Percolation Testing of Irrigation Fields

All work will be performed on a time and materials basis. GHD can provide the above described scope of services for an estimated fee of:

Original Scope of Work

Task	Total
Task 1 - Project Initiation	\$19,018.00
Task 2 - Investigation & Research	\$30,646.00
Task 3 - Draft Feasibility Study	\$87,720.00
Task 4 - Final Feasibility Study	\$22,154.00
Task 5 - Draft Facility Work Plan	\$103,304.00
Task 6 - Final Facility Work Plan	\$24,522.00
<i>Subtotal</i>	<i>\$287,364.00</i>

Additional Amended Scope of Work

Task 7 - Project Management	\$8,414
Task 8 - Pre Design	\$57,916
Task 9 - Infiltration Study	\$9,800.00
<i>Subtotal</i>	<i>\$76,130.00</i>

Total Compensation \$363,494.00

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH GHD, INC., FOR THE WASTEWATER TREATMENT AND RECLAMATION PLANT
IMPROVEMENTS FEASIBILITY STUDY AS PART OF CAPITAL IMPROVEMENT PROJECT S-52**

This First Amendment to Agreement for Professional services is made effective on June 13, 2017 by and between the City of St. Helena, a municipal corporation ("City"), and GHD, Inc., ("Consultant").

RECITALS

- A. Pursuant to the terms of the written Agreement between City and Consultant, dated May 9, 2016, and approved by Resolution No. 2016-63, dated May 24, 2016, the City entered into a Professional Services Agreement with Consultant for \$292,108 ("Agreement") regarding the City's Wastewater Treatment and Reclamation Plant Improvement Feasibility Study ("Project"). The Project is part of the City's Capital Improvement Project S-52; and
- B. Additional work has been identified and required by the California Regional Water Quality Control Board ("RWQCB"); and
- C. The Agreement's current Scope-of-Services does not include the funds or additional work that has been identified by the RWQCB; and
- D. City and Consultant now desire to amend the Agreement to include, as Part of Capital Improvement Project S-52, the Pre-Design and Percolation Testing of Irrigation Fields required by the RWQCB; and
- E. The Consultant has represented it has the necessary expertise, experience, and qualifications to perform the additional services for the Project; and

TERMS

- A. 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:

- a. Section 1. Basic Services

- Exhibit A – Scope of Services to the Agreement is to remain in effect and the work identified in Exhibit C – Additional Scope of Services will be added as part of the Agreement.

- Agreement. Section 1, Basic Services, is amended to read as follows:

1 of 3

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

b. Section 4. Compensation and Method of Payment

In review of the Agreement approved by Resolution No. 2016-63, a mathematical error was discovered. The original Agreement total should have been \$287,364.00, and not \$292,108.00, as stated in Exhibit B. This error has been corrected and is reflected in Exhibit D.

Exhibit B (Compensation) is hereby nullified and replaced with Exhibit D. Agreement, Section 4.A, is amended to reflect the correct compensation amount to \$287,364, plus an increase of \$76,130 to the total compensation payable to Consultant under the Agreement.

Agreement, Section 4.A., is amended to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in Exhibit D, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed \$363,494.00, unless prior additional compensation is approved in writing in accordance with Section 2."

- B. The Agreement, as modified by this First Amendment, constitutes the entire agreement between City and Consultant. Except as expressly set forth in this First Amendment, the Agreement has not been modified, changed, altered, or amended, and is in full force and effect.

Entered as of the day and year first above stated.

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.

(Signatures on next page.)

CONSULTANT:

Alex Culick, Principal
GHD, Inc.
2235 Mercury Way, Ste 150
Santa Rosa, CA 95404
707-523-1010

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

Attachments:

- Exhibit A – “Scope of Services”
- Exhibit C – “Additional Scope of Services”
- Exhibit D – “Updated Compensation”

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Exhibit C – Additional Scope of Services

City of St. Helena Wastewater Treatment and Reclamation Facility Pre-Design and Percolation Testing of Irrigation Fields

Task 7 - Project Management

GHD will provide Project Management of the project that will include project set up and overall coordination of the project throughout the development of the pre-design and field work. QA/QC for project deliverables is included under specific scope tasks.

Task 8 -2 Pre-Design

Based on requirements by the Regional Water Quality Control Board (the RWQCB and required information to support the groundwater investigation and Report of Waste Discharge (ROWD), GHD will initiate and complete pre-design work to develop additional and refined data that was beyond the scope of the Feasibility Study. Tasks will include:

1. Develop estimates of Biological Oxygen Demand (BOD), Total Suspended Solids (TSS) reduction with the Pond Enhancement Treatment and Operation (PETRO) process and trickling filter proposed in the feasibility study and based on recent wastewater data collected in May 2017.
2. Use new data from May 2017 sampling to refine treatment approach for reduction of ammonia per permit requirements. This will include initial pre-design work related to the recycle requirements for the PETRO process. This information is needed for an estimate of the effluent quality that will be discharged to the fields for subsurface disposal during winter disposal operations.
3. Develop alternatives to control nitrogen as required per the discharge requirements for the Basin Plan for Total Kjeldahl Nitrogen (TKN), ammonia and nitrates. As discussed with the RWQCB on April 21, 2017 there will not be numerical limits beyond those delineated in the permit for ammonia but it will be required to show that the proposed discharge won't violate basin plan requirements when discharging to the river and to the groundwater during the winter disposal operations. The Groundwater Fate and Transport Modeling work being completed by Larry Walker Associates in support of the ROWD will provide the supporting information to support basin plan requirements. GHD will coordinate with Larry Walker and Associates and review the basin plan targets and requirements and provide nutrient discharge estimates.
4. Develop a schematic of the PETRO process and trickling filter to show proposed recycle routes and provide estimates of effluent quality based on the recently acquired pond data from May 2017.

Deliverables:

- Preliminary Design Report

Task 9 -3 Infiltration Study

PSA: GHD Amendment 1 – Pre-Design and Percolation Testing of Irrigation Fields
STH Contract: 2017-XXX

Determining the infiltration rate is planned for two phases. In the first phase, percolation testing and grain size analysis will be performed across the entire project site. Once the specific infiltration area is determined, double ring infiltrometer testing will be performed across that area at the appropriate elevation. This scope of work includes scope and costs for the first phase of testing and initial infiltration determination. Final infiltrometer testing will be included in a separate scope of work. Professional geotechnical services to be provided under this scope of work include the initial infiltration determination.

The objective of the infiltration evaluation is to investigate, evaluate, and understand the soil, groundwater, and infiltration properties of the site to provide an estimate of initial infiltration for planning purposes. The geotechnical investigation will be performed in the responsible charge of a licensed Geotechnical Engineer. Services include the following:

1. GHD will review available published geotechnical and geologic data applicable to the project.
2. Exploration will include up to 10 hand-auger borings across the site to depths of about 5 feet. Grab samples will be obtained in different strata and the soil shall be field-classified in general accordance with ASTM D2488.

In up to five of the 10 borings, percolation tests will be performed at depths between 2 and 5 feet in general accordance with the County of Napa percolation guidelines. Due to the need to soak the holes before performing the percolation test, percolation testing may take up to two days after the completion of drilling.
3. GHD will perform laboratory tests to provide information in confirming the grain size and permeability of the upper 5 feet of soil. The laboratory testing will primarily include sieve analyses.
4. Engineering analysis, including reduction of the percolation test data and laboratory test results to determine permeability and infiltration characteristics of the upper 5 feet of soil.
5. A preliminary infiltration report summarizing the results of the exploration, field and laboratory testing, and engineering analysis will be prepared and will include the following:
 - a. Description of physical properties and characteristics of the levee embankment material, native soil, and groundwater
 - b. A plan showing the locations of borings and log of borings
 - c. Discussion of general and local site geology
 - d. A summary of the percolation test data
 - e. A summary of all laboratory test data
 - f. A summary of the analysis results and conclusions for potential mitigation and monitoring, as appropriate
6. Deliverable: One digital copy of the preliminary infiltration report.

Assumptions and Clarifications

- The City will provide access to the site; an encroachment permit is not necessary
- Work hours will be weekdays between 8 am and 5 pm
- Wet weather may delay the schedule of field services
- Additional work and meetings not referenced will be provided under a separate scope and fee
- Detailed design and development of a bid package for design of the WWTRP modifications will be developed under a separate scope and fee
- Comments will be provided in one set of consolidated comments from all reviewers

Exhibit D – Updated Compensation
City of St. Helena Wastewater Treatment and Reclamation Facility
Pre Design and Percolation Testing of Irrigation Fields

Fee

All work will be performed on a time and materials basis. GHD can provide the above described scope of services for an estimated fee of:

Original Scope of Work

Task	Total
Task 1 - Project Initiation	\$19,018.00
Task 2 - Investigation & Research	\$30,646.00
Task 3 - Draft Feasibility Study	\$87,720.00
Task 4 - Final Feasibility Study	\$22,154.00
Task 5 - Draft Facility Work Plan	\$103,304.00
Task 6 - Final Facility Work Plan	\$24,522.00
<i>Subtotal</i>	<i>\$287,364.00</i>

Additional Amended Scope of Work

Task 7 - Project Management	\$8,414
Task 8 - Pre Design	\$57,916
Task 9 - Infiltration Study	\$9,800.00
<i>Subtotal</i>	<i>\$76,130.00</i>

Total Compensation \$363,494.00

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 13, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Larry Walker and Associates (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Groundwater Monitoring and Reporting for Land Application Field.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that 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 \$610,276, unless additional compensation is approved in accordance with Section 2.

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

Page 1 of 10

PSA Template 041617

If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

1. General Liability: \$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, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Kristine Corneille
Larry Walker and Associates
1480 Drew Ave, Suite 200
Davis, CA 95616

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other

agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

Title: _____

Title: Interim City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

This Scope-of-Services describes groundwater monitoring network installation, monitoring, reporting, and groundwater modelling activities provided by LWA to the City of St. Helena (City). The scope fulfills the requirements of the San Francisco Bay Regional Water Quality Control Board (RWQCB) May 25, 2017 Notice of Violation (NOV) for failure to submit required information. The proposed scope of work is presented below.

LWA will assist with the installation of a groundwater monitoring network at the WWTRP, and subsequent groundwater monitoring and reporting. Per recommendations from the RWQCB for 200 foot spacing along the downgradient property perimeter, the groundwater monitoring network will consist of a total of 17 wells drilled in the Shallower Groundwater Formation - **Figure 1**. GRD-P-001 and 002 are within the land application area with a cased depth of 100 ft. GRD-P-003 to 008 will be shallow wells to assist in exploring groundwater-river hydraulic connection. GRD-P-009 to 016 will be on the southern boundary with 200 foot spacing and 100 foot depth. The scope-of-work includes costs of drilling wells, monitoring water elevation, sampling and testing for water quality (analytes of concern are total coliform, *e. coli*, nitrate, chloride, pH and total dissolved solids), modeling and groundwater reporting. Wells will be monitored monthly for the first six months and quarterly in the next six months and the second year.

[illegible]

Scope of Services

Task 1. Development of Monitoring Well Network and Monitoring Well Installation

LWA will oversee and subcontract through GEI to construct the proposed monitoring well network at the City of St. Helena WWTRP. A detailed scope and budget for monitoring well installation is provided in Attachment 1.

Task 2. Prepare a Sampling and Analysis Plan

LWA will create a Sampling and Analysis Plan (SAP) to guide monitoring personnel through each sampling event and communicate data quality expectations to laboratories selected to perform analyses. The SAP will include all sample collection procedures, sampling methods, quality control measures, data review standards and practices, and reporting protocols. The SAP will build upon and follow any methods and protocols established within the groundwater monitoring plan. The SAP will include at a minimum the following details:

- Sampling event preparation (gathering equipment, preparing chain of custody forms, obtaining and labeling sample containers provided by the laboratory, preparing field observation sheets);
- Driving directions to the site and a description of monitoring locations;
- Instructions for calibrating field meter(s) and documenting calibration;
- A list of containers, preservatives and holding times for required analytes/analyte groups;
- Sampling equipment and sampling instructions for each monitoring location;
- Instructions on appropriate monitoring well sampling procedures, well purging and disposal of purged groundwater;
- Clean sampling techniques to be used for sample collection;
- Equipment cleaning instructions to be followed between each monitoring well sampled;
- Quality control samples to be collected in the field, as well as those generated and analyzed by the laboratory;
- Sample storage, delivery, and chain-of-custody instructions, and contact information for laboratory staff;
- Data quality objectives to be achieved by selected laboratories;
- Data review, data analysis and reporting; and
- Monitoring site housekeeping.

LWA does not provide health and safety training and City staff or third party agents of the City should follow their own health and safety documents and implemented programs.

Task 3. Monitoring Preparation

LWA will install pressure transducers in five of the monitoring wells to better characterize groundwater elevation for subsequent reporting and monitoring. LWA will prepare in advance for each sampling event, including preparing monitoring forms, equipment and containers. LWA will prepare all relevant monitoring paperwork, including Field Data Sheets, Chain-of-Custody forms, container labels, and field meter calibration records, with the majority of information completed on forms prior to field activities. LWA will obtain sample containers directly from the laboratory selected to perform each analysis. Equipment required for monitoring will be cleaned, organized, and ready for mobilization. Field meters used for the project will be calibrated at the beginning of each monitoring day.

Task 4. Perform Monitoring

LWA will assist at least one City staff or representative to perform groundwater monitoring. LWA will perform monitoring in accordance with requirements detailed in the Sampling and Analysis Plan. LWA will record visual observations on Field Data Sheets and will use a digital camera to document conditions encountered during each event at each monitoring station. LWA will use clean sampling techniques and will observe any additional precautions specified in the Sampling and Analysis Plan to avoid introducing contamination between monitoring wells. LWA will place filled sample containers on ice for pick-up by the Caltest Analytical Laboratory courier for analysis within required holding times. Samples collected

from each monitoring well will be analyzed for constituents listed in **Table 1**, below. Additional constituents may be analyzed upon request by City staff.

LWA will request the following analytes and test methods for each set of samples submitted to the laboratory:

Table 1. Analytical Constituents and Test Methods: Groundwater Quality Monitoring

Constituent	Analytical Method
Total coliform	SM 9221E
E. Coli	SM 9223B
Nitrate (as N)	EPA 300.0
Chloride	EPA 300.0
Total Dissolved Solids (TDS)	SM 2540C
pH	EPA 150.1

Task 5. Review and Compile Analytical Data

Within three business days of each sample collection event, LWA will send the City the field log sheet, chain of custody forms, and any narrative discussion regarding problems and their resolution for sampling events. LWA will review data reports received from the selected laboratory to verify that data quality objectives for accuracy, precision and completeness (as specified in the Sampling and Analysis Plan) have been met. LWA will investigate any issues with data quality and communicate any issues discovered to the City for each event. LWA will compile field data, sample data and quality control data into a spreadsheet for submittal to the City.

Task 6. Groundwater Fate and Transport Modelling

Groundwater movement and fate will be assessed using a numerical simulation. The numerical model will be capable of estimating the direction, speed, and volumetric flow of groundwater beneath and downgradient of the land application area. Additionally, impact of wastewater discharges on groundwater flow and level will be characterized. The model will benefit from the data collected through the groundwater monitoring plan for this area. The results of the groundwater modeling work will be used in determining impacts of the wastewater discharges on the groundwater and to minimize the impacts through developing and implementing short-term strategies.

Task 7. Interim Groundwater Monitoring Report

LWA will prepare an Interim Groundwater Monitoring Report for submittal to the City. The Report will document the findings of the groundwater fate and transport modeling as well as summarize analytical data and results up through that point in time. The Report will provide the basis necessary for the City to move forward with its Feasibility Study and to make decisions regarding upgrades to the WWTRP. The Report will include the following additional elements:

- LWA will provide a narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring
- LWA will compare groundwater quality upgradient with effluent water quality and downgradient wells using non-parametric statistics for data analysis
- LWA will evaluate the analytical results for all groundwater locations monitoring including spatial and temporal trends data to determine whether there are changes in concentration over time.
- LWA will update the May 1, 2017 nutrient balance.
- LWA will provide copies of laboratory analytical report(s) for groundwater monitoring.

Task 8. Bi-Annual Groundwater Monitoring Report

LWA will prepare an Groundwater Monitoring Report at the end of the two year monitoring period for submittal to the City and RWQCB. The Report will document the analysis of groundwater elevation and quality results representative of the previous two years of data for background and downgradient wells at the WWTP. The Report will include the following elements:

PSA-LWA Groundwater Monitoring
 STH Contract: 2017-XXX

- LWA will provide a narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring
- LWA will summarize groundwater elevation results and analysis and provide an update on groundwater flow direction and gradient and a discussion of seasonal trends, if any
- LWA will compare groundwater quality upgradient with effluent water quality and downgradient wells using non-parametric statistics for data analysis
- LWA will evaluate the analytical results for all groundwater locations monitoring including spatial and temporal trends data to determine whether there are changes in concentration over time.
- LWA will update the nutrient balance.
- LWA will provide copies of laboratory analytical report(s) for groundwater monitoring.

Task 9. Project Management

LWA will provide project coordination services to manage the analytical laboratories or other vendors and subcontractors as approved by the City. LWA will provide ongoing project management, including regular communication with the City regarding the project schedule, budgets, expenditures and other issues related to the administration of the contract. LWA will submit a monthly invoice with budget status information on a task basis.

Project Schedule

A summary of the anticipated project schedule is provided in **Table 2**, below.

Table 2. Project Schedule: Groundwater Monitoring

Task No.	Task	Tentative Project Schedule ¹
1	Development of Monitoring Well Network and Monitoring Well Installation	June – July 2017
2	Prepare Sampling and Analysis Plan	June 2017
3	Monitoring Preparation	July 2017 – August 2019
4	Perform Monitoring	August 2017 – August 2019
5	Review and Compile Analytical Data	Ongoing
6	Groundwater Fate and Transport Modeling	October 2017
7	Interim Groundwater Monitoring Report	October 2017
8	Bi-Annual Groundwater Monitoring Report	October 2019
9	Project Management	Ongoing

¹ Monitoring well network installation timing is dependent on drilling permit approval by the RWQCB. Monitoring start date is contingent on monitoring well network installation and completion.

Attachment 1: GEI scope and Budget for Monitoring Well Installation

Attachment 2: FY2016-2017 LWA Rate Sheet

EXHIBIT B - "COMPENSATION"

The estimated not-to-exceed time and materials project budget for two years of sample collection support is included below. Labor rates are estimated to increase 3% annually from the current rate schedule provided.

A summary cost estimate is provided below.

Summary Cost Estimate

Task No.	Task Description	Estimated Cost
1	Development of Monitoring Well Network and Monitoring Well Installation	\$447,626
2	Prepare a Sampling and Analysis Plan	\$5,060
3	Monitoring Preparations	\$12,780
4	Perform Monitoring	\$90,510
5	Review and Compile Analytical Data	\$6,140
6	Groundwater Fate and Transport Modelling	\$15,720
7	Interim Groundwater Monitoring Report	\$14,100
8	Bi-Annual Groundwater Monitoring Report	\$11,380
9	Project Management	\$6,960
Total Project Cost:		\$610,276

**Larry Walker Associates Cost Estimate for the Scope of Work for
St. Helena Groundwater Monitoring and Reporting**

Task Number	Task Description	LWA Labor Hour Estimate						LWA Total Labor Cost	Other Direct Costs		Total Estimated Cost
		Advisor (VP)	Project Manager (Sr)	Project Eng/Sci 2	Project Eng/Sci 1	Contract Admin.	LWA Total Labor Hours				
		\$ 270	\$ 220	\$ 175	\$ 160	\$ 145			Source	Amount	
1	Development of Monitoring Well Network and Monitoring Well Installation	1	8	8	16	8	41	\$ 7,150	a	\$ 440,476	\$ 447,626
2	Prepare a Sampling and Analysis Plan	2	6	--	20	--	28	\$ 5,060			\$ 5,060
3	Monitoring Preparations	--	4	12	30	--	46	\$ 7,780	b	\$ 5,000	\$ 12,780
4	Perform Monitoring ^{c,e,h}	--	4	30	144	--	178	\$ 29,170	d, g	\$ 61,340	\$ 90,510
5	Review & Compile Analytical Data	2	8	--	24	--	34	\$ 6,140			\$ 6,140
6	Groundwater Fate and Transport Modelling	4	20	--	64	--	88	\$ 15,720			\$ 15,720
7	Interim Groundwater Monitoring Report	--	8	12	64	--	84	\$ 14,100			\$ 14,100
8	Bi-Annual Groundwater Monitoring Report	2	8	8	48	--	66	\$ 11,380			\$ 11,380
9	Project Management	2	16	--	--	20	38	\$ 6,960			\$ 6,960
TOTAL		13	82	70	410	28	603	\$ 103,460	-----	\$ 506,816	\$ 610,276

NOTES

- a Detailed cost for monitoring well installation is included in Attachment 1. Includes 10% markup.
- b Cost includes the installation of transducers in 5 monitoring wells for continuous elevation measurements
- c Assuming 1 LWA staff from Berkely or Davis accompanied by 1 city staff for sampling
- d Round-trip mileage from LWA-Davis office to St. Helena (approx. 130 miles RT), at \$0.535/mile for 12 sampling events
- e Assuming monitoring for 17 groundwater wells
- f Assuming 12 monitoring events over a 2 year period (initial 6 months of monitoring events followed by 6 quarterly events)
- g Includes \$60,505 for laboratory analysis of constituents listed in Table 1 of the LWA scope (includes 10% markup).
- h An additional \$4,000 may be required as a contingency in the event of staffing or monitoring issues

LARRY WALKER ASSOCIATES

Rate Schedule Effective July 1, 2016 – June 30, 2017

PERSONNEL	Rate \$/Hour	REIMBURSABLE COSTS	
Project Staff			
Melanie Andreacchi	\$ 80	Travel:	
Lynne Enya	\$ 80	Local mileage	Current IRS rate
Mary Huizar	\$ 80	Transportation	Actual expense
Tina VanCarpels	\$ 80	Auto rental	Actual commercial rate
Denise Walton	\$ 80	Fares	Actual expense
Adriana Stovall	\$ 90	Room	Actual expense
Michelle Benson	\$145	Subsistence ⁽¹⁾	\$48 per day
Kathryn Walker	\$145		
Olin Applegate	\$160		
Katrina Arredondo	\$160	The rate for each meal as follows: ⁽¹⁾	
Jenny Bayley	\$160	Breakfast	\$ 9
Suzanne Brown	\$160	Lunch	\$13
Antonia Estevez-Olea	\$160	Dinner	\$21
Nima Jabbari	\$160	Incidentals	\$ 5
Adriel Leon	\$160		
Amir Mani	\$160		
Danielle Moss	\$160		
Steve Maricle	\$175	Report Reproduction and Copying:	
Jeff Walker	\$175	Actual outside expense	
Elizabeth Yin	\$175	Per black and white copy, in-house	\$0.08
Bryant Alvarado	\$195	Per color copy, in-house	\$0.89
Alina Constantinescu	\$195	Per binding, in-house	\$1.95
Reni Keane-Dengel	\$195		
Airy Krich-Brinton	\$195		
Mike Marson	\$195	Special Postage and Express Mail:	
Giles Pettifor	\$195	Actual expense	
Danielle Potocek	\$195		
Hope M. Taylor	\$195		
Senior Staff		Other Direct Costs:	
Kristine Corneillie	\$220	Actual expense	
Diana Engle	\$220		
Laura Foglia	\$220	Daily Equipment Rental Rates:	
Paul Hartman	\$220	All single parameter field meters	
Gorman Lau	\$220	(pH, EC, D.O., Turbidity)	\$25 each
Will Lewis	\$220	Multi-parameter field meters	\$35
Shelli St. Clair	\$220	Peristaltic Sampling Pump	\$35
Amy Storm	\$220	Professional grade GPS unit	\$25
Mike Troughon	\$220	Digital Flow Meter	\$45
Rachel Warren	\$220	Digital Fluorometer	\$45
		Multi-parameter Data Sonde (with telemetry)	
		- first day	\$200
		- each additional day	\$ 40
Associate		Subcontractors:	
Denise Conners	\$245	Actual expense plus 10% fee	
Betsy Elzufon	\$245		
Sandy Mathews	\$245		
Mitch Mysliwicz	\$245		
Claus Suverkropp	\$245		
Principal			
Karen Ashby	\$270		
Ashli Cooper Desai	\$270		
Brian Laurenson	\$270		
Chris Minton	\$270		
Mack Walker	\$270		
Tom Grovhoug	\$295		

Note: ⁽¹⁾ Charged when overnight lodging is required.

Revised 5/2/17

Attachment 1. GEI scope and Budget for Monitoring Well Installation

June 1, 2017

Geotechnical
Environmental and
Water Resources
Engineering

Ms. Laura Foglia
Larry Walker Associates
1480 Drew Avenue, Suite 100
Davis, CA 95618

**Re: Proposal
Development of Monitoring Well Network and Monitoring Well
Installation – St. Helena, California**

Dear Ms. Foglia:

GEI Consultants, Inc. (GEI) has prepared this proposal at the request of Larry Walker Associates, Inc. (LWA) to provide hydrogeologic consulting services to construct monitoring wells at the City of St. Helena (City) wastewater treatment plant (WWTP) in Napa County, California.

GEI is a medium-sized engineering firm specializing in groundwater and surface water resources. We have offices throughout the nation with five in California. We are familiar with your type of project and the local geology. Within the last year we have completed construction of a monitoring network surrounding recycled water irrigation fields for the City of Biggs and have also completed construction of two monitoring wells in Sonoma Valley for the Sonoma County Water Agency. GEI has agreements with multiple drilling contractors who we use regularly and have proven safety records, so we can issue contracts easily.

We understand that LWA is assisting the City with a response to the San Francisco Bay Regional Water Quality Control Board (RWQCB) Notice of Violation (NOV) for failure to submit required information and an acceptable Feasibility Study. The NOV states four tasks that still need to be completed. GEI's scope is to assist LWA with completing the fourth task in the NOV, groundwater monitoring plan. In the draft Feasibility Study a monitoring plan consisting of three new monitoring wells was proposed, but needed to be improved per the RWQCB. The RWQCB requested a new monitoring plan be developed and monitoring wells be constructed with a spacing of 200 feet along the east and southern borders of the property (edge of the recycled water irrigation fields).

The scope of work that we present below is based on the information that was provided to GEI from LWA. We are willing to negotiate our scope of work with LWA and/or the City to better fit the needs of the project. At this time, we do not know the final number of monitoring wells that will be required by the RWQCB. We will try to get the final number of monitoring wells to the lowest amount that will provide adequate data for the assessment

www.geiconsultants.com

GEI Consultants, Inc.
2868 Prospect Park Drive Suite 400, Rancho Cordova, CA 95670
PHONE: 916.631.4500 FAX: 916.631.4501

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of the contamination plume and future water quality monitoring. Our costs provided for drilling subcontractors are estimates that were developed based on similar work that GEI recently conducted. After the acceptance of our proposal, and approval by the RWQCB of the construction we will be able to solicit firm costs from the subcontractors.

Background

The WWTP is in the southern portion of the City with vineyards to the west and north, a disposal field to the south and the Napa River to the east. Per the Report of Waste Discharge for Land Application of Treated Wastewater authored by LWA, the WWTP treats about 0.5 million gallons per day of domestic wastewater. The treated wastewater is applied to an 88-acre land application area adjacent to the WWTP. When the influent flows exceed the capacity of the treatment plant storage and land application discharge systems, and ambient river flow affords adequate dilution, the City's NPDES permit allows treated wastewater to discharge to the Napa River.

LWA is currently in the process of responding to the four tasks presented in the NOV and the RWQCB has requested that the monitoring wells be constructed no more than 200-feet apart along the downgradient perimeter of the property. The RWQCB does not state a reason for the 200-foot spacing and LWA would like GEI to assist with developing a reasonable monitoring well network. One potential reason for the proximity of the monitoring wells is to monitor the extent of a plume of partially treated wastewater that percolated into the soils beneath a pond between January 29, 2014, and February 7, 2014. The RWQCB states that the "wells must be screened at a depth that will capture the wastewater plume as it migrates offsite." At this time, we are not sure at which depth the wastewater plume may be migrating.

Personal communication with LWA indicates that there are only three existing wells in the vicinity. There is an up-gradient well that is approximately 139 feet deep and two other wells that are about 350 to 450 feet deep. Based on our experience monitoring groundwater adjacent to wastewater treatment plants the groundwater that requires monitoring of the first water bearing sediments. The Feasibility Study indicated sand and gravel are found between 20 and 80 feet deep beneath the property, at least near the ponds, and the depth to water may be about 10 to 15 feet below ground surface (bgs). Therefore, monitoring wells that will be required by this project will be shallower than existing wells.

It is unknown if this sand and gravel layer extends entirely beneath the property or whether they occur as buried river channels that may meander and be surrounded by fine-grained sediments. These sediments would restrict the movement of groundwater. If the sediment depositional pattern were better known a justification could be provided to the RWQCB to potentially reduce the number of monitoring wells. We recommend evaluating the geology along the eastern and southern perimeters of the site by conducting high resolution electrical resistivity surveys and time-domain electromagnetic induction surveys along perpendicular to the suspected paleo-channel to confirm the configuration. This technique is non-invasive, can be performed quickly, has little natural or manmade inferences, and can be performed along road right-of-ways. This analysis will allow GEI to determine the

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appropriate depths for the monitoring wells and create a monitoring plan that may allow the number of monitoring wells to be reduced by recommending to not install monitoring wells where the sand and gravel layer is not present. Reducing the amount of monitoring wells that are required will save the City on the immediate costs of well construction, and reduce future monitoring and laboratory analyses fees.

Scope of Services

The following tasks describe GEI's approach to develop a groundwater monitoring network to assist the City with achieving the approval of the RWQCB for their response to NOV. We have also included tasks that will allow the gathering of data pertaining to aquifer characteristics to assist LWA with developing the hydrogeologic conceptual model. Our scope is based on prior experiences and has been developed to provide the City with a reliable estimate for budgeting purposes.

Task 1: Workplan

The Water Reclamation Requirements (WRR) require development groundwater monitoring plan. The RWQCB typically requires a Workplan to be developed and approved by them prior to start of construction of the monitoring wells. GEI will create a Workplan to evaluate the existing conditions and justify the selection of the monitoring well locations, well depths, construction materials, and monitoring methods. We will use surface geophysics to assess the location of water bearing material for the monitoring plan. We propose to use the hollow-stem auger drilling method to construct the monitoring wells.

GEI will:

- Review local geologic profiles to assess the geologic conditions beneath the facility and justify the monitoring well depths.
- Obtain any available water level measurements to estimate the depth to water and the range of water levels that may occur to justify the monitoring well screen lengths.
- Create a plan to evaluate the site with high-resolution, electrical resistivity surveys and time-domain electromagnetic induction surveys to assist with determining the optimum monitoring well locations and depths.
- Develop groundwater contours to portray the groundwater flow direction to locate and decide upon the number of the up-gradient and down-gradient monitoring well locations
- Describe the drilling method, decontamination procedures, soil sampling methods and depths, and soil logging procedures
- Prepare typical monitoring well design, including diameter, depth, and screened intervals
- Describe the development procedures
- Well head security
- Survey of constructed wells for location and elevations

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- Describe the groundwater sampling methods and protocol including sampling equipment, purge requirements, sample preservation and transport, and laboratory analytical methods and reporting limits

We will coordinate the selection of the monitoring well location selection with LWA to place the wells in areas of limited use and to avoid environmentally sensitive areas.

Upon completion of the Workplan we will submit a draft copy for review by LWA and the City. After incorporating the comments, we will provide a copy to LWA to submit to the RWQCB for review and approval.

The RWQCB always provides comments on Workplans which may be minor but will need to be addressed and incorporated into the Workplan before implementation. GEI will provide an updated Workplan.

Assumptions: The City will submit a well log request form to DWR. The City will waive their \$650 well permit application fee.

Deliverables: Draft and Final Workplan.

Task 2: Geophysical Surveys

After the Workplan has been approved by RWQCB the extent of the sand and gravel layers will be defined by high resolution electrical resistivity surveys and time-domain electromagnetic induction surveys performed perpendicular to the channel to confirm the configuration. All data will be modeled into a layered system to define the major sedimentary layers including the bottom of the sand and gravel layer and the top of the underlying clay layer. We plan to use NorCal Geophysics of Cotati, California to perform the work.

Three high resolution electrical resistivity surveys will be performed. One east-west calibration survey will be performed along the southern edge of the ponds where borings have been drilled. Two additional surveys will be performed along the southern and eastern perimeters of the property. The total linear footage is 5,900 feet.

The geophysical survey will also benefit the overall project by providing information that can be used for the hydrogeologic conceptual model. The data from the survey can be used by LWA in their modeling efforts and will help create a better understanding of the movement of the groundwater plume.

Task 3: Monitoring Well Construction

After the Workplan has been approved by RWQCB and the geophysical survey has been completed and the results analyzed the monitoring network will be constructed.

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We cannot determine the final number of monitoring wells and depths that will be required until the RWQCB approves the final monitoring well network. After the final approval by the RWQCB we will obtain an actual cost quote from the drilling contractor. For bidding purposes, we have assumed that the monitoring network will consist of 2 shallow monitoring wells within the irrigated fields, 14 shallow down-gradient wells positioned 200 feet apart, and 1 up-gradient shallow monitoring well. The borings will be drilled using an 8-inch diameter hollow-stem auger drill rig to the base of the sand and gravel layer, to about 90 feet bgs allowing for some irregularity of that surface. Upon completion of each boring an 80-foot deep monitoring well will be constructed to allow interception and monitoring of the first groundwater encountered.

The monitoring wells will be constructed with 2-inch diameter PVC casing and screens. We estimate for planning purposes that one monitoring well will be constructed each day of drilling. One additional day will be required to complete development of each well.

GEI will:

- Prepare for the City a CEQA Categorical Exemption (CatEx) for the monitoring well construction.
- Obtain well permits for construction of the monitoring wells.
- Establish a subcontract with a driller and coordinate activities of the drilling with LWA and the City.
- Review contractor submittals.
- Observe and document the cleaning of the drilling and sampling equipment between each boring.
- Classify the soil types as each borehole is advanced and create lithologic logs that can be used by LWA for the groundwater modeling efforts.
- Prepare a final design for each monitoring well after the boring reaches total depth.
- Observe and document the monitoring well construction and prepare as-built drawings for each well.
- Observe the development of each well and disposal of the water.
- Observe and document the installation of above ground vaults, pads, and bollards.

Assumptions: A CatEx is a suitable level of CEQA assessment. The City will create the Notice of Intent and file the CatEx. LWA will have a land surveyor under contract that will survey the locations and elevations of each monitoring well at no additional cost to GEI. GEI will subcontract the drilling contractor(s). Drill cuttings will remain onsite and will be spread locally around the drill sites. All development water will be allowed to be disposed of onto the ground surface.

Deliverables: Complete monitoring wells.

Task 4: Aquifer Testing and Water Quality Sampling

GEI will perform aquifer testing to gather the aquifer hydraulic characteristics. These will allow GEI to estimate the hydraulic conductivity and transmissivity of the aquifer. These data will be useful for LWA's analysis of the plume migration and travel time. We

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recommend tests be performed to gather the data that are currently unavailable and have had to be estimated for past reports. GEI will:

- Install temporary transducers in three of the monitoring wells and have the City pump GRD-001 and observe the resulting drawdown. Analyze the test results to develop hydraulic characteristics of the sediments. Due to GRD-001 having a greater depth than the monitoring wells the hydraulic characteristics may be slightly overestimated but should assist in the quantification of parameters for the fate and transport modeling.
- Within two weeks of the final development of the wells train and assist the City with the purging and collection of the first round of water quality samples for analyses of the constituents of concern from the 17 monitoring wells per the Workplan.

Task 5: Monitoring Well Construction Report

As required by the RWQCB, GEI will prepare a Monitoring Well Construction Report to document the construction activities, as-built well details, and well locations. The report will also present the data gathered during aquifer testing and the analyses used to estimate the aquifer hydraulic characteristics.

Schedule

Upon receipt of authorization to proceed we will prepare the Draft Workplan. This will take two weeks to complete. Upon approval of the Draft Workplan by RWQCB (assuming two weeks) the geophysical survey will be started and will take about six weeks to complete. After analyzing the survey data and selecting the monitoring well locations and depths we will provide a Final Workplan to the RWQCB for approval of the monitoring well locations and depths. This will take an additional two weeks. With RWQCB approval drilling will commence. The drilling, construction, and development of the wells will require about eight weeks to complete. Survey of the locations and elevations of the monitoring wells, the City's land surveyor will take about two weeks to complete. Within four weeks after completion of the construction the well completion report will be submitted.

The total project period is expected to be about six months. The project duration will be refined and provided with the Workplan.

Cost Estimate

We propose to complete the project on a time-and-materials basis with a not-to-exceed cost; no work beyond that cost will be conducted without LWA's prior approval. Our cost estimate assumes that 17 monitoring wells will need to be constructed but the final number will be determined by the RWQCB. Attached is Table 1 which provides the estimated cost for the project by task. Our standard fee schedule is also attached. The cost estimate obtained by GEI from the drilling contractor for construction of 17 monitoring wells is also attached. The contractor provided contingency estimates in case difficult drilling conditions were encountered. Due to the short duration provided to develop this scope a firm cost

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could not be obtained from the geophysical subcontractor. The estimate for the drilling and geophysical subcontractor fees provided in Table 1 have a 30% contingency for budgeting purposes to cover uncertainties of the work prior to approval by RWQCB and unexpected subsurface conditions that may be encountered. After approval by the RWQCB of the Workplan we will solicit firm costs from the subcontractors and provide them.

The approach outlined above is about \$341,900 (without contingency) assuming 17 wells that are constructed augured. The geophysical survey may provide significant information to be used to justify a reduction in the number of wells but it costs about \$31,000. However, it may not provide useful information and is a risk and additional cost. If the number of wells can be reduced by half the short-term project costs could drop to about \$260,000. This would provide a savings of about \$82,000 without consideration of the additional long-term savings by reducing monitoring and analytical costs.

Please call Ryan Alward (916) 631-4578 if you have any questions pertaining to this proposal.

Regards,



Ryan Alward, C.HG. 993
Senior Hydrogeologist
Enclosures



Richard W. Shatz, C.E.G 1514
Principal Hydrogeologist

J:\Larry Walker Associates\St Helena_Proposal_FINAL.docx

Table 1
St. Helena WWTP Groundwater Monitoring Well Construction
Larry Walker Associates
City of St. Helena

<u>Description</u>	<u>Labor Cost</u>	<u>Expenses</u>	<u>Subcontractors</u>	<u>SUBTOTAL</u>
Task 1 - Workplan	\$17,529	\$111	\$0	\$17,640
Task 2 - Geophysical Surveys	\$2,660	\$545	\$27,600	\$30,805
Task 3 - Monitoring Well Construction	\$79,923	\$10,135	\$167,411	\$257,469
Task 4 - Aquifer Testing and Water Quality Sampling	\$15,048	\$2,849	\$0	\$17,897
Task 5 - Monitoring Well Construction Report	\$18,119	\$0	\$0	\$18,119
Subtotal:	\$ 133,279	\$ 13,639	\$ 195,011	\$ 341,930
Subcontractor Contingency (30%)				\$58,503
Total:				\$ 400,433

FEE SCHEDULE AND PAYMENT TERMS

**FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 110
Staff Professional – Grade 2	\$ 121
Project Professional – Grade 3	\$ 133
Project Professional – Grade 4	\$ 149
Senior Professional – Grade 5	\$ 176
Senior Professional – Grade 6	\$ 201
Senior Professional – Grade 7	\$ 238
Senior Consultant – Grade 8	\$ 267
Senior Consultant – Grade 9	\$ 330
Senior Principal – Grade 10	\$ 330

Senior CADD Drafter and Designer	\$ 133
CADD Drafter / Designer and Senior Technician	\$ 121
Technician, Word Processor, Administrative Staff	\$ 99
Office Aide	\$ 77

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.



13050 W. 43rd Dr Suite 100, Golden, CO 80403
303.423.2547 PH

Ryan Alward
GEI Consultants
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

June 1, 2017
Quote #JG170531-48061

Project: St Helena CA

Scope: Drill and install 17 monitoring wells to 80ft BGS. Hollow stem auger preferred if feasible. Provide optional costs to drill air rotary.
2" PVC construction. Screened between 15-75ft BGS
Surface completion: 4x4 pads with above ground monument
Develop wells upon completion.

Item	Description	Qty	Unit	Unit Price	Amount
1	Mob/demob CME-85 - auger rig	1	Lump Sum	\$ 2,775.00	\$ 2,775.00
2	Drill and install 2" monitoring well to 80ft BGS	17	Each	\$ 6,175.00	\$ 104,975.00
3	Well development	17	Day	\$ 1,950.00	\$ 33,150.00
4	Forklift and hopper to transport cuttings to client supplied roll-off or staging area	17	Day	\$ 275.00	\$ 4,675.00
5	Optional - mob demob air rotary package for CME-85 - includes set up and conversion		Lump Sum	\$ 4,875.00	\$ -
6	Air rotary drilling - footage surcharge (in addition to base auger rate)		Foot	\$ 35.00	\$ -
7	Hourly rig rate - standby and other activities		Hour	\$ 295.00	\$ -
				Estimated Total	\$ 145,575.00
Itemized cost breakdown per monitoring well for Item 2 above					
2.1	Hollow stem auger drilling - drive sample every 5ft	90	Foot	\$ 25.00	\$ 2,250.00
2.2	2" PVC well materials - casing, screen and annular materials (3:1 screen to casing)	80	Foot	\$ 27.00	\$ 2,160.00
2.3	Surface completion - 4x4 pad with bollards and stove top	1	Lump Sum	\$ 1,175.00	\$ 1,175.00
2.4	Decon tooling and move between boreholes	2	Hour	\$ 295.00	\$ 590.00
				Estimated Subtotal	\$ 6,175.00

General Assumptions

Client is responsible for providing any Local, State and Federal specific permits required.
Client to provide profiling and disposal of all soil cuttings & fluids generated.
Client is responsible for contacting Underground Services Alert for utility clearance and naming CASCADe on the USA ticket number.
CASCADe, assumes no responsibility to any damaged done to unforeseen underground lines.
All drilling locations are to be clear of any and all overhead and subsurface utilities.
All drilling locations are accessible by way of two-wheel drive drilling related equipment.
If project encounters difficulties beyond our control or if the scope of work is altered CASCADe reserves the right to renegotiate the price.
Client is responsible for proving a water supply source made available for the duration of the drilling project.
Client is responsible for providing street traffic control or any hot asphalt paving subcontractors required.
Unit pricing does not include Davis Bacon or Prevailing Wage premiums.
CASCADe is not responsible for any Broken, Damaged or Stuck Tooling due to unforeseen subsurface conditions.
Payment terms are net Forty-Five (45) days unless agreed to in writing or under current MSA contract.

Thank you for the opportunity to provide the above services. If you should have any questions or need any additional information please do not hesitate to contact me.

Sincerely,

Jacob Gallagher
510.334.6455 (mobile)
jgallagher@cascade-env.com

Accepted,

GEI Consultants Date

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

**APPROVING AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH GHD
FOR THE WASTEWATER TREATMENT AND RECLAMATION PLANT
IMPROVEMENTS FEASIBILITY STUDY AS PART OF
CAPITAL IMPROVEMENT PROJECT S-52**

- A. The City of St Helena owns, operates, and maintains a domestic wastewater treatment and reclamation plant located at 1 Chaix Lane; and
- B. The Wastewater Treatment and Reclamation Plant is operated under terms and conditions of San Francisco Regional Water Quality Control Board (Board) orders R2-2016-0003, 87-090, and Cease and Desist Order R2-2016-0004; and
- C. The Board has required the City to prepare a Feasibility Study and a Report of Waste Discharge for Land Application of Treated Discharge (ROWD) in order to replace Order 87-090; and
- D. On May 24, 2016, City Council authorized Resolution No. 2016-63 for the City Manager to execute a Professional Services Agreement with GHD for the Wastewater Treatment and Reclamation Plant Improvements Feasibility Study; and
- E. The City desires to amend the contract with GHD to provide pre-design and percolation testing of irrigation fields at the Wastewater Treatment Plant; and
- F. GHD has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

- 1. The City Council approves Amendment No. 1 to the Professional Services Agreement with GHD for the Wastewater Treatment and Reclamation Plant Improvements Feasibility Study as Part of Capital Improvement Project S-52, increasing the agreement by \$76,130 for a total amount not to exceed \$363,494; 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 City Council held on June 13, 2017
by the following vote:

AYES:
NOES:
ABSTAIN:

APPROVED:ATTEST:

Alan Galbraith, MayorCindy Black, City Clerk

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

**APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH
LARRY WALKER AND ASSOCIATES IN THE AMOUNT OF \$610,276 FOR
GROUNDWATER QUALITY MONITORING AND REPORTING AT THE WASTEWATER
TREATMENT AND RECLAMATION PLANT AS PART OF
CAPITAL IMPROVEMENT PROJECT S-52**

- A. The City of St Helena owns, operates, and maintains a domestic wastewater treatment and reclamation plant (WWTRP) located at 1 Chaix Lane; and
- B. The WWTRP is operated under terms and conditions of San Francisco Regional Water Quality Control Board (Board) orders R2-2016-0003, 87-090, and Cease and Desist Order R2-2016-0004; and
- C. The Board has required the City to prepare a Feasibility Study and a Report of Waste Discharge for Land Application of Treated Discharge (ROWD) in order to replace Order 87-090; and
- D. The ROWD requires that a substantial amount of information must be gathered and analyzed, which requires specialized professional services; and
- E. City of St Helena Municipal Code requires that professional services be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required; and
- F. Larry Walker and Associates currently provides regulatory compliance services for the WWTRP to the City of St Helena, recently supported the City through issuance of Board Orders R2-2016-0003 and R2-2016-0004; and has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required; and
- G. The additional Board requirements to submit a complete ROWD for Land Application was unexpected and will be budgeted in the 2017/2018; and
- H. The City desires to amend the contract with Larry Walker and Associates (LWA) to provide groundwater monitoring network installation, monitoring, reporting, and groundwater modelling activities at the Wastewater Treatment and Reclamation Plant (WWTRP); and
- I. LWA has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

1. The City Council approves the Professional Services Agreement with LWA for the groundwater monitoring network installation, monitoring, reporting, and groundwater modelling activities at the WWTRP as part of Capital Improvement Project S-52, for a total amount not to exceed \$610,276; 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 City Council held on June 13, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Living Rivers Council
LRC
2945 Atlas Peak Rd.
Napa, California, 94559
(707) 255-7434
(707) 259-1097 fax
cmalanlearth@gmail.com
icarenapa.org
fiscal sponsor of LRC

June 9, 2017

St. Helena, California

St. Helena City Council

Alan Galbraith, Mayor

Peter White, Vice Mayor

Paul Dohring

Mary Koberstein

Geoff Ellsworth

Regarding: St. Helena fails to abide by the San Francisco Regional Water Quality Control Board's, SFRWQCB/WB, Cease and Desist Order, CDO, regarding your St. Helena Wastewater Treatment Plant (WWTP) upgrade to stop polluting groundwater and the Napa River where more than 5 million gallons of wastewater has polluted and continues to threaten with on-going pollution to groundwater and the Napa River for more than 5 years.

Attention St. Helena City Council:

It is your responsibility to make sure your staff have the ability to comply with the Clean Water Act, CWA, so that your City completely and efficiently stops egregious illicit discharges of pollutants from St. Helena Wastewater Treatment Plant, WWTP, to the Napa River and groundwater. Waters of the State are entrusted to you to protect the public's right to clean potable water, recreation, swimming, fishing and enjoyment of our fresh water resources.

St. Helena is reported by the WB to be the worst wastewater treatment plant in the valley because:

- In the winter of 2014 the St. Helena's WWTP failed to prevent 5 million gallons of wastewater to flow from a containment treatment pond into groundwater contaminating neighboring wells. The fine could have been \$50.35 million but the Water Board, WB, negotiated with St. Helena the fine back to \$290,000.
- In March of 2016 the St. Helena WWTP released polluted wastewater to the Napa River for 8 days violating their National Pollution Discharge Elimination System (NPDES) permit.
- The WB reports that St. Helena was responsible and negligent from 2010-2015 wherein 66 months of illegal wastewater discharges, including total dissolved solids and other pollutants, were illicitly discharged in the River, hence San Francisco Bay.
- St. Helena is out of compliance with their strict timely planning and Feasibility Study for WWTP upgrades that the WB precisely developed with the City of St. Helena to prevent further and future pollution events to the waters of the State causing the City to be out of compliance with their CDO.

The Napa River is listed on the 303(d) CWA as impaired by the Environmental Protection Agency, EPA, and it relies on the WB, to enforce the CWA. The Napa River is polluted due to sediment, pathogens and nutrients. This year the WB is listing the Napa River for legacy pesticide and heavy metal pollution causing impairment near Mare Island Straits from DDT, Chlordan, Dieldrin, Mercury and PCBS. All residents of Napa County are responsible for protecting the Napa River from further degradation. Public officials are expected to improve the condition of the Napa River for future generations so that this vital public resource can be enjoyed and useful to our residents, wildlife, plants and fish.

St. Helena continues to egregiously discharge pollution to the Napa River as if it is a sewer pipe. This 57 year old WWTP is the most outdated WWTP in the Napa Valley due to only secondary treatment plus 1960's inadequate capacity infrastructure. The WB has been trying to work with St. Helena for more than 7 years to bring regulatory upgrades to the WWTP infrastructure and much needed Napa River wetland restoration. However, the City drags their feet and makes excuses for not moving the upgrades along in accordance with the CDO. Plus, the Napa River is in dire need of wetland restoration which needs to be part of the integrated WWTP upgrade. These delays and excuses are jeopardizing our most precious natural resource in Napa, which is our River.

Additionally, the EPA informed the WB at their November 2016 Board meeting that the world renowned San Francisco Estuary is being polluted by high levels of nutrients. These nutrients cause cyanobacteria algae blooms that can be toxic to all animals including humans. Cyanobacteria can form hepa-toxins that cause mortality and destroy fisheries such as what's been happened vital fisheries such as crab and oysters. Marine mammals have died in the Napa River due to cyanobacteria toxicity. Since the Napa

River is the second largest free flowing fresh water source to the San Francisco Bay and St. Helena has numerous illicit pollution events causing nutrient loading to the Napa River, hence the San Francisco Bay, it is vital that St. Helena make haste to comply expeditiously to the COD and work closely with the WB to restore the Napa River and meet all project deadlines to upgrade their WWTP.

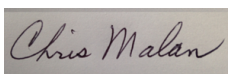
How can St. Helena continue to promote and expand their luxurious wine industry amenities, hotels, restaurants and tourist wine events, plus residential housing, which all then generate more sewer and other wastewater? Since the WWTP is exceeding capacity for years and has faulty infrastructure, more and more sewer will contaminate and pollute the people's water.

Therefore, LRC, proposes that the City of St. Helena move sincerely and show good faith efforts to protect the Napa River and all waters of the State by voting unanimously on a moratorium until the WWTP meets all infrastructure and upgrades recommended by WB. This is the least the City of St. Helena and residents can do since the years of pollution abuse have gone on unabated.

If the City doesn't comply sincerely and expeditiously in good faith planning and resolution of these egregious pollution problem against the people of the State and the environment, the WB can invoke the State Attorney General's Office to move forward with more enforcement actions including Civil Liabilities.

Living Rivers Council supports the WB's enforcement actions to get positive results and outcomes which the COD clearly spells out for St. Helena to improve and upgrade their WWTP.

Sincerely,

A handwritten signature in cursive script that reads "Chris Malan". The signature is written in dark ink on a light-colored, slightly textured background.

Chris Malan

Living Rivers Council

LRC

Manager



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: New Business

Subject: Consideration of Resolution Approving a One Year Extension of the Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for a Maximum Sum of \$210,000.00 for Fiscal Year 2017/18

CEQA Determination: Not a CEQA project

Prepared By: 
April Mitts, Finance Director

Reviewed By: 
Larry F. Pennell, Interim City Manager

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

Historically the City of St. Helena ("City") works with the St. Helena Chamber of Commerce ("Chamber") and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice. The City and the Chamber have previously entered into promotional and marketing services and agreements with each other.

An agreement was entered on July 14, 2015 via Resolution 2015-74 between the City of St. Helena and the St. Helena Chamber of Commerce to continue promotional and marketing activities on behalf of the City. This agreement's effective dates began July

1, 2015, and will terminate on June 30, 2017. The agreement will be subject to an annual review of the Scope of Services and Budget for the July 1, 2016 through June 30, 2017 term.

For the purpose of evaluating the effectiveness of the marketing and promotional services to be provided by the Chamber, the Chamber will provide to the City an annual written report by May 31st which shall include the following information:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center and number of referrals to St. Helena businesses;
- Utilization of traffic counts on Chamber website;
- Hours of operation and staffing levels at St. Helena Welcome Center;
- Periodic reports on advertising, press coverage, and press releases with dates of publication or release; and
- Status of projects/programs.

On May 23, 2017, City staff presented to City Council a one-year contract extension with the Chamber to cover services from July 1, 2017 through June 30, 2018 at the same contract amount of \$210,000 annually. At the May 23, 2017 meeting, Council directed staff to bring this item back on May 30, 2017 which coincided with the second budget hearing.

On May 30, 2017, the Chamber contract extension was brought before City Council for approval. City Council approved the contract amount of \$210,000 for budgeting purposes and asked the Chamber work with City staff to revise the scope of the contract to allocate \$30,000 to improve community relations and community building.

DISCUSSION

The City and the Chamber enjoy a close working relationship and California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City. The Chamber represents it is recognized by the Internal Revenue Service as a section 501[c][6] nonprofit organization, represents it is directed by an elected Board of Directors from the local businesses community, has a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

Following City Council direction at the May 30, 2017 budget hearing, City staff met with the Chamber and have added the following language to the proposed one-year contract extension agreement:

The Chamber of Commerce will dedicate efforts and allocate 14% (\$30,000) of the contracted \$210,000 to improve community relations by continuing our current community building activities including, Musical Picnics, Earth Day and implementing a holiday season in St. Helena. In addition, the Chamber will explore and expand Celebrate St Helena along with possible future events or initiatives to appeal to a wider local and visitor audience with themes, additional community service awards, and activities to help build comradery and promote St. Helena. The Chamber will continue

to provide assistance and support to City community events including but not limited to the Hometown Harvest Festival and the 4th of July Fireworks.

Staff recommends City Council adopt Amendment #1 to the Chamber of Commerce Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce. Amendment #1 will extend the current contract by one (1) additional year to cover services from July 1, 2017 through June 30, 2018 at the same contract amount of \$210,000.00 annually. This contract extension includes the updated scope of work as directed by City Council.

FISCAL IMPACT

The fiscal impact for this contract is \$210,000.00 for Fiscal Year 2017/18 with a review of the Scope of Services and Budget for the Fiscal Year 2017/18 being done during the Fiscal Year 2018/19 budget process.

RECOMMENDED ACTION

Approve Resolution extending Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce for one (1) year to cover services from July 1, 2017 through June 30, 2018 and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

[Attachment 1 - Resolution 2015-74](#)

[Attachment 2 - City of St. Helena - Chamber Agreement 2015-2017](#)

[Attachment 3 - Amendment](#)

[Attachment 4 - Resolution Approving Amendment](#)

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2015-74

**APPROVING A MARKETING AND PROMOTIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF
COMMERCE**

RECITALS

- A. The City desires to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and
- B. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City; and
- C. The St. Helena Chamber of Commerce represents it is recognized by the Internal Revenue Service as a Section 501(c)(6) nonprofit organization; and
- D. The St. Helena Chamber of Commerce represents it is directed by an elected Board of Directors from the local business community with a professional staff and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

RESOLUTION

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

- 1. The City Council approves the two-year Agreement with the St. Helena Chamber of Commerce for a total not to exceed amount of \$210,000.00 for Fiscal Year 2015/16; and
- 2. An annual review of the Scope of Services and Budget for Fiscal Year 2016/17 will be done towards year end 2015/16; and
- 3. 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 14, 2015 by the following vote:

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

APPROVED:


 Alan Galbraith, Mayor



ATTEST:


 Cindy Black, City Clerk

Attachment 2

**MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. HELENA
AND THE ST. HELENA CHAMBER OF COMMERCE**

THIS AGREEMENT is made and entered into on July 14, 2015 ("Agreement"), by and between the City of St. Helena a municipal corporation located in the County of Napa, State of California (City), and the St. Helena Chamber of Commerce (Chamber). The City and Chamber will be referred to collectively as the "Parties."

RECITALS

- C. City seeks to work with the Chamber and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice.
- D. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City.
- E. Chamber represents it is recognized by the Internal Revenue Service as a section 501(c)(6) nonprofit organization.
- F. Chamber represents it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City in accordance with this Agreement.
- G. City and Chamber have previously entered into similar promotional and marketing services agreements.

Therefore, for the considerations hereinafter specified, the Parties agree as follows:

Section 1. Scope of Services. Chamber shall provide the services as outlined in Exhibit A attached hereto. The Parties shall review the Scope of Services annually. Subject to this Agreement, the Parties may agree to scope modifications mutually acceptable to the Parties and confirmed in writing signed by the Parties.

Section 2. Term of Agreement. This Agreement's effective date will begin July 1, 2015, and will terminate on June 30, 2017. This Agreement shall be subject to an annual review by the Parties of the Scope of Services and Compensation for the July 1, 2016 through June 30, 2017 term, and the Parties may agree to modify these provisions. Any such modifications shall be confirmed in writing signed by the Parties.

Section 3. Compensation. For the Scope of Services provided in Exhibit A, City will pay Chamber an annual sum of \$210,000. Said payments shall be made in eight equal quarterly installments of \$52,500 on July 31, 2015, October 31, 2015, January 31, 2016, April 30, 2016, July 31, 2016, October 31, 2016, January 31, 2017 and April 30, 2017.

Attachment 2

Section 4. Accounting. The Chamber shall account for all City funding provided, shall keep complete books and records for expenditures associated with the City funding pursuant to this Agreement, and shall make available and to submit to audit by the City of all the Chambers' books, records, and financial statements upon the City's request and with reasonable prior notice, which shall not exceed 10 calendar days.

Section 5. Performance Evaluation and Tracking. For the purposes of evaluating the effectiveness of the marketing and promotional services to be provided by Chamber, Chamber shall provide to City an annual written report by May 31st, which shall include the following information:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center and number of referrals to St. Helena businesses.
- Utilization and traffic counts on Chamber web-site.
- Hours of operation and staffing levels at St. Helena Welcome Center. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Hours may be reduced during the off-season period of January – May.
- Reports on advertising, press coverage, and press releases with dates of publication or release.
- Status of projects/programs outlined in Exhibit A, "Scope of Services."

City's City Manager and Chamber's President/CEO shall meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region.

Section 6. Independent Contractors. The Parties understand and agree the Chamber, in the performance of its work and services under this Agreement, shall act as and be an independent contractor. Chamber shall obtain no rights or benefits that accrue to City employees.

Section 7. Indemnification by Chamber. The Chamber shall, upon the City's written demand and with legal counsel acceptable to the City, defend, indemnify, and hold harmless the City, its agents, officers, City Council members, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including experts, which may be asserted by any person, including the Chamber, arising out of or in connection with the Chamber's performance of services under this Agreement.

Section 8. Indemnification by City. The City shall, upon the Chamber's written demand and with legal counsel acceptable to the Chamber, defend, indemnify, and hold harmless the Chamber, its agents, officers, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including experts, which may be asserted by any person, including the City, arising out of or in connection with the City's performance under this Agreement.

Section 9. Insurance Requirements. Chamber 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 work hereunder by Chamber, 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).

Attachment 2

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

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

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

C. 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.

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Chamber or Chamber's subconsultants; or automobile owned, leased, hired or borrowed by the Chamber.
2. For any claims related to Chamber's conduct while performing the work of this project, the Chamber'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 Chamber'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.

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

F. 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.

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

Attachment 2

Section 10. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, sexual orientation, age, national origin, religion, marital status, medical condition, or physical or mental disability.

Section 11. Governing Law. City and Chamber agree that the law governing this Agreement shall be that of the State of California.

Section 12. Compliance with Laws. Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local Agencies (including, without limitation, the City).

Section 13. Disclosure/Provision of Information. Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement may include the City logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to City upon City's request.

Section 14. Waiver. The Parties agree that a waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The City's acceptance of Chamber's performance of any work or services shall not be deemed to be a waiver of City's rights or Chamber's obligations under this Agreement.

Section 15. Assignment/Delegation. Except as above, neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other Party, and no assignment shall be of any force or affect whatsoever, and shall be void, unless and until the other Party shall have so consented.

Section 16. Conflict of Interest. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. The Chamber further covenants that in the performance of the Scope of Services under this Agreement, Chamber will not knowingly employ any person having any such conflict of interest with the City.

Section 17. Attorney's Fees. In the event either Party brings an action or proceeding for damages arising out of the other's performance under this Agreement, or to establish the rights or remedies of either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as part of such action or proceeding.

Section 18. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights or remedies to any person or entity not a Party to this Agreement.

Section 19. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally served or mailed, return-receipt requested, addressed to the respective parties as follows:

Attachment 2

CEO/President
St. Helena Chamber of Commerce
657 Main Street
St. Helena, CA 94574

City Manager
City of St. Helena
1440 Main Street
St. Helena, CA 94574

Section 20. Prior Agreements. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement.

Section 21. Entire Agreement / Interpretation. Both Parties acknowledge that by entering into this Agreement, the City is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly provided in this Agreement. This Agreement constitutes the entire agreement among the Parties and may not be modified or changed, except by written instrument executed by both parties. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

Section 22. Termination. This Agreement may be terminated prior to June 30, 2017 as follows: By either Party, if the other Party fails to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement. The Party terminating the Agreement shall give written notice of such termination, stating the reasons for such termination in such event. Termination shall be effective 30 days following such written notice. Upon the termination of this Agreement by either Party, (1) any accrued but unpaid compensation due the Chamber shall be paid to the Chamber within thirty (30) days after receipt of the Chamber's invoice following such termination; and (2) Chamber shall repay to City within thirty (30) days after receipt of the Chamber's invoice following such termination the pro-rata portion of any quarterly payment remaining post-termination. Compensation to Chamber or Chamber's reimbursement to City due upon termination shall be prorated. For example, if the Agreement were terminated on March 15, 2016, then \$26,250 would be due to Chamber for the services performed during the partial January 31, 2016 through April 30, 2016 installment period.

Section 23. 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.

Chamber:

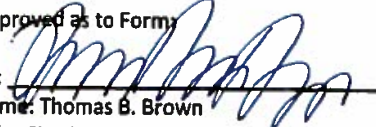
By: 
Name: Pamela Simpson
Title: CEO/President

City:

By: 
Name: Jennifer Phillips
Title: City Manager Acting

April Mitts for

Approved as to Form:

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

Attachment 2

Exhibit A**Scope of Work****St. Helena Chamber of Commerce Marketing and Promotional Services Agreement****Tourism Marketing and Promotional Efforts**

The St. Helena Chamber of Commerce "Chamber" shall at a minimum provide the following efforts to proactively market the City of St. Helena and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy designed to maintain and generate increased TOT and sales tax revenue to the City's General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services.

- Direct and implement a Public Relations strategy which can include retaining a public relations professional to assist in the marketing and exposure of the City of St. Helena as a high end destination.
- Direct and implement a Marketing Strategy with an overall "Visit St. Helena" message designed to directly and indirectly benefit all businesses in and around St. Helena.
- Maintain a robust, timely and current web-site and provide a link to the City web-site. The site should be mobile friendly and easy to navigate.
- Operate and staff a Welcome Center on a daily basis. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Chamber may reduce weekend hours during Jan - May.
- Produce and update as necessary various City promotional information such as but not limited to a walking map of St. Helena and other such information.

Special Events Production

Chamber will also provide support and assistance to other community activities including but not limited to:

Musical Picnics Concert Series
 Earth Day
 4th of July Fireworks
 Hometown Harvest Festival
 Holiday Season in St. Helena

Attachment 3

**AMENDMENT #1 TO THE CITY OF ST. HELENA – ST. HELENA CHAMBER OF
COMMERCE AGREEMENT 2015-2017 AGREEMENT BETWEEN THE CITY OF ST.
HELENA AND THE ST. HELENA CHAMBER OF COMMERCE**

RECITALS

- A. Pursuant to the terms of the written Agreement between City of St. Helena ("City") and the St. Helena Chamber of Commerce ("Chamber"), approved on July 14, 2015 by Resolution 2015-74, the City entered into a two-year Marketing and Promotional Services Agreement ("Agreement") with the St. Helena Chamber of Commerce (Chamber) for professional services in connection with marketing and promotional services not to exceed \$210,000.00 per year; and
- B. The Chamber of Commerce will dedicate efforts and allocate 14% (\$30,000) of the contracted \$210,000 to improve community relations by continuing our current community building activities including, Musical Picnics, Earth Day and implementing a holiday season in St. Helena; and
- C. The Chamber will explore and expand Celebrate St Helena along with possible future events or initiatives to appeal to a wider local and visitor audience with themes, additional community service awards, and activities to help build comradery and promote St. Helena; and
- D. The Chamber will continue to provide assistance and support to City community events including but not limited to the Hometown Harvest Festival and the 4th of July Fireworks; and
- E. City and Chamber desire to amend the Agreement to provide an additional one-year of marketing and promotional services as outlined in Exhibit A – Scope of Services and in the original agreement dated July 14, 2017.

AGREEMENT

- 1. This Amendment #1 to the Agreement (a) extending the term of the Agreement through June 30, 2018 and (b) authorizing an additional amount of \$210,000.00 for marketing and promotion services is hereby approved; and
- 2. The total amount of funding authorized under this Amendment #1 shall not exceed \$210,000.00 for Fiscal Year 2017/18; and
- 3. In all other respects the terms of the Agreement shall remain in effect.

Attachment 3

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: _____

Title: _____

Larry Pennell
Title: Interim City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Attachment 3

Exhibit A**Scope of Work****St. Helena Chamber of Commerce Marketing and Promotional Services Agreement****Tourism Marketing and Promotional Efforts**

The St. Helena Chamber of Commerce "Chamber" shall at a minimum provide the following efforts to proactively market the City of St. Helena and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy designed to maintain and generate increased TOT and sales tax revenue to the City's General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services.

- Direct and implement a Public Relations strategy which can include retaining a public relations professional to assist in the marketing and exposure of the City of St. Helena as a high end destination.
- Direct and implement a Marketing Strategy with an overall "Visit St. Helena" message designed to directly and indirectly benefit all businesses in and around St. Helena.
- Maintain a robust, timely and current web-site and provide a link to the City web-site. The site should be mobile friendly and easy to navigate.
- Operate and staff a Welcome Center on a daily basis. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Chamber may reduce weekend hours during Jan - May.
- Produce and update as necessary various City promotional information such as but not limited to a walking map of St. Helena and other such information.

Community Building Efforts

The Chamber will dedicate efforts and allocate 14% (\$30,000) of the contracted \$210,000 to improve community relations by continuing our current community building activities including, Musical Picnics, Earth Day and implementing a holiday season in St. Helena.

In addition, the Chamber will explore and expand Celebrate St Helena along with possible future events or initiatives to appeal to a wider local and visitor audience with themes, additional community service awards, and activities to help build camaraderie and promote St. Helena.

The Chamber will continue to provide assistance and support to City community events including but not limited to the Hometown Harvest Festival and the 4th of July Fireworks.

Attachment 4

CITY OF ST. HELENA
RESOLUTION NO. 2017-_____

**APPROVING AMENDMENT #1 TO THE MARKETING AND PROMOTIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER
OF COMMERCE**

RECITALS

- A. The City desires to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and
- B. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City; and
- C. The St. Helena Chamber of Commerce represents it is recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization; and
- D. The St. Helena Chamber of Commerce represents it is directed by an elected Board of Directors from the local business community with a professional staff and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

RESOLUTION

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

- 1. The City Council approves Amendment #1, a one-year extension of the Agreement with the St. Helena Chamber of Commerce for a total not to exceed amount of \$210,000.00 for Fiscal Year 2017/18; and
- 2. An annual review of the Scope of Services and Budget for Fiscal Year 2017/18 will be done during the Fiscal Year 2018/19 budget process; and
- 3. The City Council authorizes the City Manager to execute Amendment #1 to the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017 by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Ellsworth:	_____

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk

**CITY OF ST. HELENA
RESOLUTION NO. 2017-66**

**DENIAL WITHOUT PREJUDICE OF AN APPEAL OF THE PLANNING COMMISSION
DECISION TO DENY THE CULINARY INSITUTE OF AMERICA'S APPLICATION FOR
A USE PERMIT AND DESIGN REVIEW FOR 2555 MAIN STREET, AND DEMOLITION
PERMIT, DESIGN REVIEW, USE PERMIT, AND VARIANCES FOR 830 PRATT
AVENUE IN THE WINERY,/PLANNED DEVELOPMENT/HISTORIC PRESERVATION
AND PQP ZONING DISTRICTS, RESPECTIVELY.**

PROPERTY OWNER: CULINARY INSITUTE OF AMERICA

APN: 009-131-003
AND 009-010-024

Recitals

1. **Whereas**, the Culinary Institute of America submitted an application for Design Review and Use Permit approval to expand student enrollment to 300 students, introduce a storage cave, and three modular storage units at the Greystone Campus at 2555 Main Street (APN.009-131-003); and
2. **Whereas**, the Culinary Institute of America also submitted an application for a Demolition Permit, Design Review, Use Permit, and Variances to demolish an existing converted dormitory building and construct three new student dormitories at the Vineyard Lodge dormitory site at 830 Pratt Avenue (APN. 009-010-024); and
3. **Whereas**, the entitlements requested for the Greystone property (2555 Main Street) and the Vineyard Lodge dormitory site (830 Pratt Avenue) are effectively intertwined and viewed as one project under CEQA such that the approval or disapproval of entitlements related to one property would necessarily apply to the other; and
4. **Whereas**, The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on February 21, 2017, which was continued to a date certain, March 7, 2017. At this meeting, the Planning Commission determined the project was inconsistent with the required findings needed to approve the project, and directed staff to prepare a resolution for denial, for review and action on March 21, 2017; and
5. **Whereas**, At the conclusion of the public hearing on March 21, 2017 and having further deliberated the matter, the Planning Commission approved a resolution to deny the application in its entirety and without prejudice; and
6. **Whereas**, The Applicant filed a timely appeal of the Planning Commission's decision to the City Council and in accordance with Municipal Code Chapter 1.16; and
7. **Whereas**, The City Council considered the Applicant's Appeal at a duly noticed public hearing on May 23, 2017. The City Council, after reviewing the record of the Planning Commission public hearings, as well as considering the record of the proceedings before the City Council, the written evidence submitted for the Council public hearing, and the testimony and other evidence submitted at the Council public hearing, voted to deny the appeal and thus deny the project in its entirety and without prejudice, thereby upholding the decision of the Planning Commission.

Resolution

The City Council of the City of St. Helena, State of California, hereby denies the appeal of the Planning Commission's decision to deny an application for a Use Permit and Design Review for 2555 Main Street, and Demolition Permit, Design Review, Use Permit, and Variances for 830 Pratt Avenue on the following basis:

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The City Council hereby finds that this project is exempt from the California Environmental Quality Act pursuant to Section 15270 of the CEQA Guidelines, which exempts projects that a public agency rejects or disapproves.
3. Design Review. The City Council has considered the findings identified in St. Helena Municipal Code ("SHMC") Section 17.164.030 required to support approval of a Design Review Permit and hereby finds that the project applicant does not meet all of the required findings in that:
 - A. The proposed Vineyard Lodge dormitory project is not consistent with applicable General Plan policies. The Vineyard Lodge is located beyond the Urban Limit Line ("ULL"). The intent of the ULL is to discourage urban sprawl and promote sensitive development that preserves the rural and agricultural lands around the City. The high intensity (massing, height, and building location within the required setback from Pratt Avenue) of the Vineyard Lodge dormitory project is inconsistent with General Plan Guiding Policy 2.6.5 that encourages the continuation of agricultural and low-intensity uses adjacent to the ULL. The overall scale and massing is found not to be sympathetic or complementary to historic and distinctive neighborhoods of the City, nor does it sufficiently retain the rural small town quality and character of St. Helena.
 - B. Building height, floor area ratio, density and massing of the proposed Vineyard Lodge project is incompatible with the immediate environment of the site and general character of the neighborhood. Surrounding property is zoned agricultural. Although there are winery uses in the vicinity, the predominant character of the immediate environment is open space currently planted in vines, along with single family residential uses and home sites.
 - C. The number, height and massing of the proposed buildings at the Vineyard Lodge dormitory project, and the proposed Pratt Avenue setback variation exceed the development capacity of the relatively small triangular site that is located outside the ULL.
 - D. The Vineyard Lodge dormitory design does not promote a harmonious transition in scale and character in areas between different designated land uses. The proposed dormitory buildings exhibit a scale and density significantly greater than that of the surrounding area and are not compatible with the surrounding character.
 - E. Given the number of students proposed to reside at the Vineyard Lodge site, the amount and arrangement of usable open space is deficient and not

*CIA Campus Master Plan
Appeal
May 23, 2017*

appropriate to the function of the project. The proposed landscaping and reliance on deciduous plant material does not mitigate the visual impact of the massing, height and length of the proposed buildings.

- F. Ancillary on-site parking is insufficient to support the use of the Vineyard Lodge dormitory project for residents and guests.
4. Use Permit. The City Council has considered the findings identified in SHMC Section 17.168.050 required to support approval of a Use Permit and hereby finds that the project does not meet all of the required findings in that:
- A. The proposed Vineyard Lodge dormitory use would generate levels of noise that adversely affect the health, safety, or welfare of neighboring properties and uses, given the significant increase in the number of on-site residents and relatively rural character of the area.
 - B. The proposed Vineyard Lodge dormitory use would make excessive demands on the provision of public services including, sewer capacity and vehicular circulation, based on the existing design and odor issues associated with the Crinella Pump Station, and the proposed reduction in the setback from Pratt Avenue. The cumulative impact of the Vineyard Lodge dormitory project on services and vehicular circulation is of concern, taking into account existing development and conditions in the vicinity of the Pratt Avenue site.
 - C. The proposed Vineyard Lodge dormitory use is not compatible with surrounding land uses and would conflict with the purpose established for the district within which it would be located given its location outside of the ULL, the deviation from the agricultural and residential character of surrounding land uses and the lack of compliance with the required setback and parking requirements.
 - D. The parking plan submitted by the applicant does not demonstrate adequate off-street parking at the Vineyard Lodge dormitory site as needed to accommodate the long term parking needs of residents, guests and events proposed to occur at the project site, as a component of the proposed dormitory use.
 - E. Granting the proposed use at the site location outside the ULL, at the scale proposed and without adequate setbacks and parking would set a precedent for the approval of similar uses and projects whose incremental effect would be inconsistent with the General Plan and detrimental to the City.
5. Variances. The City Council has considered the findings identified in SHMC Section 17.172.050 required to support approval of the requested on-site parking and front yard setback variations and hereby finds that the project does not meet all of the required findings in that:

*CIA Campus Master Plan
Appeal
May 23, 2017*

- A. The hardship to the applicant is not peculiar to the property. The lack of sufficient area for off-street parking and the inability to satisfy the required Pratt Avenue setback is a self-imposed condition that is a direct consequence of the number, size and location of buildings that the applicant desires to construct on this relatively small site.
- B. The variances are not necessary for the preservation and enjoyment of substantial property rights of the applicant. Denial of the parking and setback variances does not preclude reasonable use of the property. Nor are the variances necessary for the preservation and enjoyment of substantial property rights that are possessed by other properties in the PQP District and properties in this same vicinity. If granted, the parking and setback variances would constitute a special privilege not enjoyed by neighboring property owners.
- C. The City Council's findings related to denial of Design Review and the Use Permit are hereby incorporated by reference and establish that the number, mass, height and location of the proposed buildings that the requested off-street parking and setback variances would authorize are detrimental to the public health, safety and general welfare.
- 6. To the extent not expressly stated above, the City Council hereby incorporates herein, and adopts herein as its findings, the statements and comments for denial made by the members of the City Council during the public hearing and deliberations on the project.
- 7. In making the findings in this Resolution, the City Council relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and presented at the City Council public hearing on this matter, including, without limitation the associated staff report and staff and participant presentations; City files for this matter; all correspondence, presentations and comments by the Planning Commission members and the public at the three public hearings conducted on this matter.
- 8. Denial of Appeal. Based on the foregoing, the City Council does hereby deny without prejudice the Culinary Institute of America's appeal of the Planning Commission's denial of the application for a Use Permit and Design Review for 2555 Main Street, and Demolition Permit, Design Review, Use Permit, and Variances for 830 Pratt Avenue.

Approved at a Regular Meeting of the St. Helena City Council on May 23, 2017 by the following vote:

Mayor Galbraith:	No
Vice Mayor White:	No
Councilmember Koberstein:	Yes
Councilmember Dohring:	Yes
Councilmember Ellsworth:	Yes

*CIA Campus Master Plan
Appeal
May 23, 2017*

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Public Hearing

Subject: Introduction and First Reading of Zoning Text Amendments to St. Helena Municipal Code Title 17 as required to establish consistency with recent amendments to California state law (California Government Code Section 65852.2) governing Accessory Dwelling Units pursuant to the passage of AB 2299 and SB 1069.

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

Prepared By: Noah Housh
Noah Housh, Planning Director

Reviewed By: Noah Housh
Noah Housh, Planning Director

Approved By: Larry F. Pennell
Larry F. Pennell, Interim City Manager

BACKGROUND

With the intent of making it easier for property owners to create Accessory Dwelling Units (ADUs), Governor Brown signed AB 2299 and SB 1069 into law and amended Government Code Section 65852.2. Prior to passage of this legislation, the state law provided for significant flexibility in how cities regulated the development of ADUs. As amended, Government Code Section 65852.2 limits public agencies ability to regulate Accessory Dwelling Units.

To the extent that a City's ordinance imposes requirements beyond those enumerated in the state law, those local provisions are preempted as of January 1, 2017, and only state standards may be enforced. If a local agency fails to adopt an ordinance in accordance with state law, the local agency is required to approve or disapprove an ADU application ministerially, applying only the standards specified in Government Code section 65852.2, regardless of its adopted ADU regulations. Accordingly, the project proposes to update the City of St. Helena zoning code (by ordinance) to come into compliance with state law. Within 60-days of adoption, the City must submit a copy of the ADU ordinance to the Department of Housing and Community Development (HCD). HCD has provided a summary memo of the legislation to assist local agencies with updating their municipal code, which can be found at the link below.

<http://hcd.ca.gov/policy-research/docs/2016-12-12-ADU-TA-Memo.docx.pdf>

The substantive changes to California Government Code Section 65852.2 include the following (shown in *italic* typeface):

1) *Replaces "second units" terminology with "ADUs" throughout Chapter 17.*
 2) *Provides that a local government may adopt an ordinance allowing ADUs in single-family and multifamily residential zones, and the ordinance must do all of the following:*

a. Designate areas where ADUs may be permitted based on criteria that may include the adequacy of water and sewer services and the impact on traffic flow and public safety.

b. Impose parking, height, setback, lot coverage, landscape, architectural review, maximum unit size and standards that prevent adverse impacts on any property listed in the California Register of Historic Places.

c. Reduce or eliminate parking requirements, if a local government so chooses.

d. Provide that ADUs do not exceed the allowable density for the lot on which it is located and that ADUs are a residential use that is consistent with the existing general plan and zoning designation on a lot.

e. Require the ADUs to comply with all of the following:

- i. The unit is not intended for sale separate from the primary residence and may be rented.*
- ii. The lot is zoned for single-family or multifamily use.*
- iii. The ADU is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.*
- iv. The increased floor area of an attached ADU shall not exceed 50% of the existing living area.*

- v. *The total area of floor-space for a detached ADU shall not exceed 1,200 square feet.*
 - vi. *No passageway shall be required in conjunction with the construction of an ADU.*
 - vii. *No setback shall be required for an existing garage that is converted to an ADU and a setback of no more than five feet from the side and rear lot lines shall be required for an ADU that is constructed above a garage.*
 - viii. *Local building code requirements that apply to detached dwellings, as appropriate.*
 - ix. *Approval by the local health officer where a private sewage disposal system is being used, if required.*
 - x. *Parking requirements for ADUs shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.*
 - xi. *Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.*
 - xii. *When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU, and the local agency requires that those off-street parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.*
3. *Requires a local agency that has not adopted an ADU ordinance to review ADU permit applications pursuant to the above-listed standards.*
4. *Provides that a local agency must ministerially review and approve or disapprove ADU permits within 120 days after receiving an application. Any existing ordinance governing the creation of ADUs by a local agency or any such ordinance subsequently adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of ADUs and shall not include any discretionary processes, provisions, or requirements for those units except as otherwise provided in this subdivision.*
5. *Specifies that in the event that a local agency has an existing ADU ordinance that fails to meet the requirements of state law, that ordinance shall be null and void and that agency shall thereafter apply the standards established in state law for the approval of ADUs, unless and until the agency adopts an ordinance that complies with this section.*

6. Removes the provision permitting additional parking upon a finding that additional parking is required related to the use of the ADU and consistent with existing neighborhood standards.

7. Deletes language from existing law that prohibits local agencies from adopting an ordinance, which totally precludes ADUs, unless the ordinance contains specified findings.

8. Defines "passageway" as a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU.

9. Makes numerous technical, clarifying changes.

DISCUSSION

The project proposes to amend (by Ordinance) St. Helena Municipal Code Title 17 to establish compliance with California Government Code Section 65852.2, regarding Accessory Dwelling Units (ADUs), in response to the passage of AB 2299 and SB 1069. AB 2299 and SB 1069 amended California State law to reduce barriers to the construction of ADUs (ie. "Granny Units") by further limiting the regulatory authority of local government municipalities.

The St Helena Municipal Code Sections to be amended with the Ordinance include the following:

(Definitions)	Section 17.04.160(B)
(A-20)	Section 17.20.020(D)
(LDR)	Sections 17.32.020(G), 17.32.040, 17.32.060(E)(3);17.32.070(C)
(LR1A)	Section 17.36.020(F)
(MDR)	Sections 17.40.020(G); 17.40.040, 17.40.060(E)(3); 17.40.070(B)
(HD)	Sections 17.44.020(H), 17.44.040, 17.44.060(C)(3), 17.44.070(B)
(WW)	Sections 17.64.030(B), 17.64.040
(ADU)	Section 17.116.030
(DESIGN REV.)	Section 17.164.050(F)

As stated above, to the extent that a City's ordinance imposes requirements beyond those prescribed in the amended state law, those local provisions are preempted as of January 1, 2017, and only state standards may be enforced. Therefore, to come into compliance with State Law, the project proposes to remove or amend those provisions which are not readily consistent with State Law.

In review of the existing ordinance and related code sections, and acknowledging the substantive changes enumerated above, it was found that the following local standards and/or references are **INCONSISTENT** with state law and shall be updated and/or amended as described below:

1. *Accessory dwellings must fall within one of four development categories.*

The state laws do not limit development of ADUs to these categories and the City's ordinance is thus more restrictive than and inconsistent with the new state law. Accordingly, the limitations on types of accessory dwelling units has been removed.

2. *The floor area of second units shall not exceed 850 square feet.*

The state laws provide that the increased floor area of attached Accessory Dwelling units may not exceed 50% of the existing living area, with a maximum increase in floor area of 1,200 square feet; and the increased floor area of detached ADUs may not exceed 1,200 square feet. To address this discrepancy, the language has been updated to allow for an increase in floor area of no more than 50 percent and up to 1200 square feet total.

3. *Accessory buildings or structures which do not meet the definition of an ADU ~~with toilet plumbing and/or cooking facilities~~ may not be rented or leased.*

The state laws do not expressly permit cities to prohibit ADUs from being rented or leased and this language could be construed to address ADUs, given the reference to cooking facilities. Given that the general intent of the state law is to facilitate more affordable housing in areas already zoned for residential uses, it was determined that the existing provision runs counter to the intent of the state law, should it be applied to a ADU and therefore has been modified for clarity.

4. *There shall be no more than one second unit per lot.* The amended State law provisions applicable to detached ADUs and additions to existing primary dwelling units do not expressly limit the number of units per residential lot and it remains ambiguous as to whether or not the above provision limiting the number of Accessory Dwellings per lot is or is not inconsistent. However, as identified above, the California Department of Housing and Community Development ("HCD") has provided its interpretation of the State law which supports municipalities ability to limit ADUs to one per parcel. Based on this interpretation and the potential impacts of not limiting the number of ADUs per parcel, it is recommended by City Planning staff and the Planning Commission that the City retain the current limit on the number of ADUs allowed per lot (currently set at one). The retention of this regulation does carry the risk that, if determined that limiting the number of units is indeed inconsistent with the

law, it may invalidate the City's ordinance. Nonetheless, it is thought by staff, and supported by the Planning Commission that a limit on the number of Accessory Dwelling Units per lot is important to balance the need for more affordable housing with the need to protect the established character of neighborhoods and agricultural areas. As such, until determined otherwise, Staff recommends this provision remain. The Planning Commission concurred with staff on this issue and is also recommending to the City Council that the allowable number of ADUs on individual parcels be limited to one.

5. *In addition to the required parking for the primary residence, one parking space, covered or uncovered, shall be provided on site for each second unit.* [\[1\]](#)

This standard is more restrictive than the parking standards set forth in the State laws which prohibit the imposition of any parking requirements in certain instances. To address this, the City has added an exception for those instances named in the new state law.

6. *Conditionally allow an accessory building or structure with toilet plumbing and/or cooking facilities, and consistent with the provision of Section 17.116.030;*

Given that the new law stipulates that accessory dwellings be ministerially approved if they meet the standards enumerated in Code Section 17.116.030, any provision requiring conditional review and approval would be inconsistent. Therefore, references to conditional approval of ADUs (explicit or implicit) shall be removed.

7. Definition of Accessory Dwelling Units

As amended, California Government Code Section 65852.2 replaces "Second unit" with "Accessory Dwelling Unit". To ensure compliance with the amended law and prevent any confusion, references to "second units" or "accessory building or structure with toilet plumbing and/or cooking facilities" shall be revised to clearly define "Accessory Dwelling Unit".

In addition to the required changes enumerated above, there are a number of new standards established by the amended state law. The following **NEW** state law standards that must be added to the updated ordinance are as follows.

1. Review of ADUs must be ministerial and the City may not utilize any discretionary review processes, provisions or requirements in approving an ADU.
2. ADUs contained within the existing space of a residence shall be permitted in all residential zones within the City.
3. The ADU must have independent exterior access from the existing residence.
4. The side and rear setbacks shall be sufficient for fire safety.
5. The City *may not* impose any parking standards for construction of ADUs in existing structures.
6. The City *may not* require the installation of a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge, when the ADU is being constructed within an existing structure.
7. The City *may not* require that ADUs provide fire sprinklers if fire sprinklers are not required for the primary residence.

8. Permit applications must be reviewed and approved or disapproved within 120 days after receiving the application.
9. The ADU is not intended for sale separate from the primary residence and may be rented.
10. The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.
11. The ADU is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
12. The increased floor area of an attached ADU shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floor-space for a detached ADU shall not exceed 1,200 square feet.
13. No passageway shall be required in conjunction with the construction of an ADU.
14. No setback shall be required for an existing garage that is converted to an ADU, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
15. Approval by the local health officer where a private sewage disposal system is being used, if required.
16. Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.
17. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the City's current parking standards would require those off-street parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the ADU, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.
18. The City *may not* impose the above described parking standards *or* any other local parking standards in any of the following instances (in other words, where any of the following instances exist, no parking standards at all may be applied when reviewing and/or approving an ADU):
 - The ADU is located within ½ mile of public transit.
 - The ADU is located within an architecturally and historically significant historic district.
 - When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

- When there is a car share vehicle located within one block of the ADU.
19. The City *may not* limit ADUs or impose review criteria based upon density standards for the lot upon which the ADU is proposed.

20. The City may require a new or separate utility connection directly between the accessory dwelling unit and the utility when ADUs are converted or constructed as separate structures from the primary residence. The connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

ANALYSIS

Zoning Text Amendments are governed by Municipal Code Chapter 17.12 and by Government Code Section 65853. Municipal Code Chapter 17 stipulates that text amendments may be initiated by the City Council, Planning Commission or the Planning Director and shall be reviewed by the Planning Commission and recommended for approval (modified approval or denial) by the City Council insofar as the Planning Commission finds the proposed amendments are in conformance with the General Plan and consistent with the public necessity, convenience, general welfare, and good zoning practice. As such, these proposed changes were presented to the Planning Commission on May 2, 2017, at which time the Commission supported making the changes, including the staff recommended revisions.

General Plan Consistency

The proposed text amendments are intended to more fully promote the opportunity for Accessory Dwelling Units and work towards alleviating the issues related to lack of adequate housing and affordability. The main goal of the text amendments is to establish consistency with the amended state law and facilitate the construction of Accessory Dwelling Units; this is however, balanced by the acknowledgement that construction of said units should be deferential to the established character of neighborhoods and streetscapes and respond to people's general welfare. As such, the proposed text amendments are found to be consistent with the following policies enumerated in the City of St. Helena General Plan and Housing Element including:

2.6.4 Permit infill development and higher densities within currently developed areas wherever possible to minimize and postpone the need for expansion of the Urban Service Area.

2.6.14 Encourage a mix of housing types and price ranges to allow choice for current and future generations of St. Helenans.

2.6.15 Encourage new residential development in all density ranges that is consistent with scale and character' of the older residential districts of the City, particularly the neighborhoods west of Main Street

2.6.16 Encourage the development of higher density housing in areas near the center of town and close to recreation and services.

HE1.1 Ensure that the General Plan's Growth Management Policies do not limit our ability to meet regional housing needs.

HE1.3 Encourage the development of affordable housing and remove development constraints as feasible.

HE1.5 Encourage innovative housing types and designs.

HE1.A Continue to exempt permits for regulated affordable units as well as second units from the Growth Management System.

General Welfare Provisions

As detailed under Municipal Code Section 17.12.080, the City Council may, by ordinance, approve Code amendments whenever the public necessity, the general community welfare, and good zoning practice warrant such amendment. Accordingly, the proposed text amendments were found to further the public necessity, convenience, and general welfare of St. Helena Residents by promoting opportunities to introduce a greater number of housing units and improve the affordability of housing within the City of St. Helena, in addition to ensuring consistency with State law.

CEQA

This project is statutorily exempt pursuant to CEQA Section 15282(H) which exempts the adoption of an ordinance regarding second units (Accessory Dwelling Units) in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code. Similarly, the proposed Ordinance is exempt pursuant to the General Rule in CEQA Guidelines Section 15061(b)(3) which specifies that CEQA applies only to a project with the potential to cause a significant impact to the environment.

[! ? ABC pdf ? ! 1](#)

FISCAL IMPACT

No direct impacts to the General Fund are expected as a result of the proposed Draft Ordinance. Building Permit application fees and Development Impact fees will still be required for the construction of ADUs (as appropriate) and therefore the staff time associated with the review and approval of their construction is expected to be covered, as well as the impacts associated with additional residential construction within the City.

RECOMMENDED ACTION

It is recommended by the Planning Commission of the City of St Helena, that the City Council review the Draft Ordinance and proposed text amendments to the Accessory Dwelling Units Ordinance and:

1. Determine that the proposed text amendments are statutorily exempt from the requirements of CEQA, pursuant to CEQA Guidelines Section 15282(h) and 15061(b)(3); and
2. Review and approve the Draft Ordinance and proposed text amendments to St. Helena Municipal Code Title 17, Section 17.20.020(D), Sections 17.32.020(G), 17.32.040, 17.32.060(E)(3), 17.32.070(C); Section 17.36.020(F); Sections 17.40.020(G); 17.40.040, 17.40.060(E)(3), 17.40.070(B); Sections 17.44.020(H), 17.44.040, 17.44.060(C)(3), 17.44.070(B); Sections 17.64.030(B), 17.64.040; and Section 17.116.030 in order to update and modify existing zoning code regulations governing the development of Accessory Dwelling Units and establish compliance with California Government Code Section 65852.2 and;
3. It is recommended that the City Council conduct the first reading of the ordinance, introduce by title only and waive further reading.

ATTACHMENTS

[Attachment 1 DRAFT ADU ORDINANCE](#)

[Attachment 2 Draft Code Section 17.116.030-Redline](#)

[Attachment 3 Gov Code 65852.2](#)

[ATTCH 4 Resolution](#)

CITY OF ST. HELENA

ORDINANCE NO. 2017-

AMENDING ST.HELENA MUNICIPAL CODE CHAPTER 17.04 "GENERAL PROVISIONS AND DEFINITIONS", CHAPTER 17.20 "TWENTY-ACRE AGRICULTURE DISTRICT", CHAPTER 17.32 "LOW DENSITY RESIDENTIAL DISTRICT", CHAPTER 17.36 " LOW DENSITY RESIDENTIAL ONE-ACRE MINIMUM DISTRICT," CHAPTER 17.40 " MEDIUM DENSITY RESIDENTIAL DISTRICT", CHAPTER 17.44 "HIGH DENSITY RESIDENTIAL DISTRICT," AND CHAPTER 17.64 " WOODLAND AND WATERSHED (WW) DISTRICT TO REPLACE REFERENCES TO "SECOND UNITS" WITH "ACCESSORY DWELLING UNITS", REPEALING SECTION 17.116.030 "ACCESSORY DWELLINGS" IN ITS ENTIRETY AND REPLACING IT IN ITS ENTIRETY WITH A NEW SECTION TITLED, "ACCESSORY DWELLING UNITS" AND AMENDING CHAPTER 17.164 "DESIGN REVIEW" TO EXCLUDE ACCESSORY DWELLING UNITS FROM DESIGN REVIEW REQUIREMENTS TO ESTABLISH COMPLIANCE WITH GOVT.CODE SECTION 65852.2, EFFECTIVE JANUARY 1, 2017, IN RESPONSE TO THE PASSAGE OF AB 2299 AND SB 1069.

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

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

- A. The proposed amendments are consistent with the General Plan in that they will encourage infill development within currently developed areas (policy 2.6.4), encourage a mix of housing types and price ranges (policy 2.6.14), encourage development that is consistent with scale and character of older neighborhoods (policy 2.6.15) and encourage the development of affordable housing and remove development constraints (HE policy 1.3) amongst others.
- B. The proposed amendments would further the public necessity, convenience, and general welfare of St. Helena Residents by promoting opportunities to introduce a greater number of housing units and improve the affordability of housing within the City of St. Helena while at the same time imposing performance standards to regulate Accessory Dwelling Units in accordance with State Law.

SECTION 2. Amendment. SHMC Chapter 17.04 "General Provisions and Definitions" is hereby amended by replacing the definition for "Accessory dwelling unit" with the California State definition promulgated by Section 65852.2 of the California Government Code and deleting the definition of "Second Unit" in subsection 17.04.160(B) "Definitions."

SECTION 3. Amendment. SHMC Chapter 17.20 "Twenty-Acre Agriculture District" is hereby amended by deleting the reference to "Second unit" in subsubsection 17.20.020(D) "Permitted uses" and replacing it with "Accessory Dwelling Unit."

SECTION 4. Amendment. SHMC Chapter 17.32 “Low Density Residential District” is hereby amended by deleting the reference to “Second unit” in subsection 17.32.020(G) “Permitted uses” and replacing it with “Accessory dwelling unit.”

SECTION 5. Amendment. SHMC Chapter 17.36 “ Low Density Residential One-Acre Minimum District” is hereby amended by deleting the reference to “Second unit” in subsection 17.36.020 “Permitted uses” and replacing it with “Accessory Dwelling unit.”

SECTION 6. Amendment. SHMC Chapter 17.40 “ Medium Density Residential District” is hereby amended by deleting the reference to “Second unit” in subsections 17.40.020(G) “Permitted uses,” Section 17.40.040 “Design Review Required,” Section 17.40.060 (E)(3) “Development Standards,” and Section 17.40.070(B) “Other uses, standards, and requirements,” and replacing it with “Accessory dwelling unit.”

SECTION 7. Amendment. SHMC Chapter 17.44 “High Density Residential District” is hereby amended by deleting the reference to “Second unit” in subsections 17.44.020 (H) “Permitted uses,” Section 17.44.040 “Design Review Required,” subsection 17.44.060 (C)(3) “Development Standards,” and subsection 17.44.070(B) “Other uses, standards, and requirements,” and replacing it with “Accessory dwelling unit.”

SECTION 8. Amendment. SHMC Chapter 17.64 “ Woodland and Watershed (WW) District” is hereby amended by deleting the reference “Second unit” in subsections 17.64.020(C),” Permitted uses,” subsection 17.64.030 (B) “ Conditional uses,” and Section 17.64.040 “Design review required”, and replacing it with “Accessory dwelling unit.”

SECTION 9. Amendment. SHMC Chapter 17.116 “Accessory Buildings, Structures, Dwellings and Uses,” is hereby amended by repealing Section 17.116.030 “Accessory dwellings” in its entirety and by replacing it with the revised language as set forth below.

17.116.030 Accessory dwellings units.

A. An accessory dwelling unit shall meet the design and development criteria described below:

1. Accessory dwelling units are allowed in any zoning district that allows residential uses insofar as there is an existing single-family residence on the lot;
2. Each accessory dwelling unit shall meet the requirements for building height, setbacks, yards and lot coverage for principal buildings of the zoning district in which it is located, except that a detached accessory dwelling unit may exhibit a minimum side yard and rear yard setback of five feet. However, detached ADUs, not meeting the setback requirements of the primary dwelling, are limited to a maximum height of 15-feet.

3. The design of the accessory dwelling unit shall employ a design compatible with the principal dwelling and shall be consistent with the principal dwelling in terms of form, massing, scale, and level of articulation.
 4. Any window or door on a 2nd story shall be located and designed utilizing techniques that lessen the impacts on the privacy of adjacent properties. These techniques may include use of obscured glazing, window placement above eye level, windows and doors located toward the existing on-site residence or screening treatments;
 5. Accessory dwelling units are required to follow the same building and safety requirements as the principal dwelling.
 6. Accessory dwelling units are required to provide fire sprinklers only insofar as they are required for the principal dwelling.
 7. There shall be a minimum five (5) foot separation between a detached accessory dwelling and any adjacent structure or building.
 8. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 9. The introduction of an accessory dwelling unit shall be subject to review and approval by the local health officer where a private sewage disposal system is proposed.
 10. Accessory dwelling units located on property listed on the City of St. Helena Historic Resources Master List and/or the California Register of Historic Resources (CRHR) and/or National Register of Historic Places (NRHP) shall exhibit compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Rehabilitation and shall further be subject to the standards enumerated in Municipal Code Chapter 17.92, if applicable. At the determination of the Planning Director, any application for an accessory dwelling unit located on a property listed in the City of St. Helena Historic Resources Master List , identified as potentially eligible for listing or previously listed in the CRHR or NRHP (except for those contained entirely within an existing structure) may be required to provide a Historic Resource Evaluation and/or Consistency Analysis prepared by a qualified architectural historian to determine compliance with applicable standards.
- B. In addition to the standards noted in subsection A of this section, accessory dwelling units shall also conform to the following design and development standards:

1. The floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area up to a maximum of 1200 square feet. The total floor area of a detached accessory dwelling shall not exceed 1200 square feet. The property owner shall occupy either the principal dwelling or the second unit;
2. The accessory dwelling unit shall not be sold separate from the principal dwelling and shall not be rented, leased or let for periods of time less than thirty (30) days;
3. There shall be no more than one accessory dwelling unit per lot;
4. An accessory dwelling unit is exempt from the density limits of this title and the General Plan;
5. An attached accessory dwelling unit shall have independent exterior access from the existing residence with direct access from the front or side setback area.
6. No setback shall be required for an existing garage that is converted to an accessory dwelling unit and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
7. Accessory dwelling units completely contained within an existing footprint are not considered new residential uses for the purpose of calculating local agency connection fees or capacity charges for utilities including water and sewer service, and therefore are not subject to such fees.
8. The City may require a new or separate utility connection directly between the accessory dwelling unit and the utility for separate detached structures constructed as, or converted into, an ADU. The connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.
9. In addition to the required parking for the primary residence, one parking space, covered or uncovered, shall be provided on site for each accessory dwelling, with the exception that no parking shall be required for a new accessory dwelling in the following instances:
 - a. The accessory dwelling unit is located within ½ mile of public transit
 - b. The accessory dwelling unit is located within a historic district
 - c. The accessory dwelling unit is part of the existing principal residence or an existing accessory structure
 - d. When on street parking permits are required, but not offered to the occupant of the accessory dwelling unit.
 - e. When there is a car share vehicle located within one block of the accessory dwelling and that is available for use by the occupant(s) of said dwelling.

10. Off-street parking shall be permitted through tandem parking or in setback areas, unless it is determined that parking in setback areas or tandem parking is not feasible based upon specific site or regional, topographical, or fire and life safety conditions.

11. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, those off street parking spaces shall be replaced. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit including but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts

C. Notwithstanding the provisions of this subsection, one accessory dwelling unit per property shall be ministerially approved if all of the following apply:

1. The unit is located in a zoning district which allows residential uses,
2. It is contained within the existing space of a single-family residence or existing accessory structure, and
3. It has independent exterior access, and
4. The side and rear setbacks are sufficient for fire safety.

D. Accessory dwelling units shall be ministerially approved or disapproved in compliance with this Section and within 120 days of application. The Planning Director shall issue a building permit or zoning certificate to establish an accessory dwelling unit in compliance with this section if all applicable requirements are met.

E. Accessory buildings or structures which do not meet the definition of an ADU may not be rented or leased as a separate unit.

SECTION 10. Amendment. SHMC Chapter 17.164 “Design Review” is hereby amended to exclude “accessory dwelling units from Design Review pursuant to subsection 17.164.050(F) “Applicability” and shall be revised to add “ 3. An accessory dwelling unit that meets the requirements of Section 17.116.030”

SECTION 11. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Title 17 of the St. Helena Municipal Code is statutorily exempt pursuant to CEQA Section 15282(h) which exempts the adoption of an ordinance regarding second units (Accessory Dwelling Units) in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code. Similarly, the proposed Ordinance is exempt pursuant to the General Rule in CEQA Guidelines Section 15061(b)(3) which specifies that CEQA applies only to a project with the potential to cause a significant impact to the environment.

SECTION 12. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 13. Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

SECTION 14. Amendment Declarative Of Existing Law. The City Council finds that the amendment of Title 17 by this ordinance with respect to the imposition of civil penalties, and the right of the City to seek and obtain civil penalties by civil action, is intended to be declarative of existing law.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the ___th day of _____, 2017, and was adopted at a regular meeting of the St. Helena City Council on the ___th day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Alan Galbraith, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ___the day of _____, 2017. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ___the day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

Chapter 17.116
ACCESSORY BUILDINGS, STRUCTURES, DWELLINGS AND USES

Sections:

[17.116.010 Accessory buildings and structures.](#)

[17.116.030 Accessory dwellings.](#)

[17.116.040 Home occupations.](#)

[17.116.045 Cottage food operations.](#)

[17.116.050 Requirements for small recycling centers.](#)

17.116.010 Accessory buildings and structures.

The location of an accessory building or structure that does not have toilet plumbing or cooking facilities shall be subject to the following provisions:

- A. An accessory building or structure shall not be located in any required setback fronting a public or private street nor in that portion of a required side yard adjacent to the main building on the adjacent parcel(s);
- B. No fences over three and one-half (3.5) feet in height or more than one accessory building or structure shall be located in front of the most forward portion of the front elevation of the main house. The intent of this provision is to discourage the construction of walls and accessory buildings or structures that obscure the visibility of the main house from the street;
- C. An accessory building or structure may be located in a required rear yard and that portion of a side yard not adjacent to the main building on the adjacent parcel(s) subject to the following provisions:
 - 1. The maximum coverage of a required yard shall not exceed fifty percent (50%);
 - 2. The maximum height shall be that allowed for an accessory building or structure by the zoning district in which the accessory building or structure is located;
 - 3. A minimum three feet distance shall be provided from the property line to the accessory building or structure;
- D. An accessory building or structure shall be separated from a principal building on the same lot subject to the following provisions:

1. The minimum separation shall be eight feet if any portion of an accessory building or structure is located within a required yard;
2. If no portion of an accessory building or structure is located within a required yard there may be no minimum separation subject to the following conditions:
 - a. Drainage and fire containment are addressed to the satisfaction of the public works director;
 - b. If the chief building official determines that the separation between an accessory building or structure that is habitable as defined by this code and a principal building may be reduced to zero feet, then the accessory building or structure shall be connected to the principal building by a doorway providing direct access between the accessory building or structure and the principal building;
 - c. If the chief building official determines that the separation between an accessory building or structure that is habitable as defined by this code and a principal building may be reduced to less than three feet but more than zero feet, then approval of a use permit shall be required prior to the issuance of a building permit. (Ord. 03-4 § 21: Ord. 00-5 § 6: prior code § 27.230)

17.116.030 Accessory dwellings units.

A. ~~An accessory dwelling unit second unit or an accessory building or structure with toilet plumbing and/or cooking facilities~~ shall meet the design and development criteria described below:

1. ~~Accessory dwelling units are allowed in any zoning district that allows residential uses insofar as there must be~~ is an existing single-family residence on a the lot;
2. Each ~~structure~~ accessory dwelling unit shall meet the requirements for building height, setbacks, yards and lot coverage for principal buildings of the zoning district in which it is located, except that a detached accessory dwelling unit may exhibit a minimum side yard and rear yard setback of five feet. However, detached ADUs, not meeting the setback requirements of the primary dwelling, are limited to a maximum height of 15-feet.
3. The design of the ~~structure~~ accessory dwelling unit shall be substantially similar to the existing residence on the lot and neighborhood residences employ a design compatible with the principal dwelling and shall be consistent with the principal dwelling in terms of form, massing, scale, and level of articulation. The planning director shall make this determination based on architectural use of building forms, height, materials, colors and landscaping;

4. Any window or door on a 2nd story shall be located and designed utilizing techniques that lessen the impacts on the privacy of adjacent properties. These techniques may include use of obscured glazing, window placement above eye level, windows and doors located toward the existing on-site residence or screening treatments;

5. ~~State and local building code requirements shall apply to all second units and accessory building or structures with toilet plumbing and/or cooking facilities.~~ Accessory dwelling units are required to follow the same building and safety requirements as the principal dwelling.

6. Accessory dwelling units are required to provide fire sprinklers only insofar as they are required for the principal dwelling.

7. There shall be a minimum five (5) foot separation between a detached accessory dwelling and any adjacent structure or building.

8. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

9. The introduction of an accessory dwelling unit shall be subject to review and approval by the local health officer where a private sewage disposal system is proposed.

10. Accessory dwelling units located on property listed on the City of St. Helena Historic Resources Master List and/or the California Register of Historic Resources (CRHR) and/or National Register of Historic Places (NRHP) shall exhibit compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties for Rehabilitation and shall further be subject to the standards enumerated in Municipal Code Chapter 17.92, if applicable. At the determination of the Planning Director, any application for an accessory dwelling unit located on a property listed in the City of St. Helena Historic Resources Master List, identified as potentially eligible for listing or previously listed in the CRHR or NRHP (except for those contained entirely within an existing structure) may be required to provide a Historic Resource Evaluation and/or Consistency Analysis prepared by a qualified architectural historian to determine compliance with applicable standards.

B. In addition to the standards noted in subsection A of this section, ~~second~~ accessory dwelling units shall also conform to the following design and development standards:

1. ~~A second unit may be established by:~~

a. ~~The revision of a single family unit;~~

b.—The conversion of an attic, basement, garage or other previously uninhabited portion of a single-family unit; provided, that the conversion shall not result in a violation of the requirements of this title (i.e., the conversion of a required garage);

c.—The creation of a separate structure on the lot in addition to the existing principal single-family unit; or

d.—The creation of an attached structure on the lot in addition to the existing principal single-family unit;

2. 1. The floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area up to a maximum of 1200 square feet eight hundred and fifty (850) square feet. The total floor area of a detached accessory dwelling shall not exceed 1200 square feet. The property owner shall occupy either the principal dwelling or the second unit;

3. 2. The second-unit accessory dwelling unit shall not be sold separate from the principal dwelling and shall not be rented, leased or let for periods of time less than thirty (30) days;

4. 3. There shall be no more than one-second-unit accessory dwelling unit per lot;

5. 4. An accessory dwelling unit second-unit is exempt from the density limits of this title and the General Plan;

6. 5. An attached accessory dwelling unit shall have independent exterior access from the existing residence with direct access from the front or side setback area.

6. No setback shall be required for an existing garage that is converted to an accessory dwelling unit and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

7. Accessory dwelling units completely contained within an existing footprint are not considered new residential uses for the purpose of calculating local agency connection fees or capacity charges for utilities including water and sewer service, and therefore are not subject to such fees.

8. The City may require a new or separate utility connection directly between the accessory dwelling unit and the utility for separate detached structures constructed as, or converted into, an ADU. The connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

6. 9. In addition to the required parking for the primary residence, one parking space, covered or uncovered, shall be provided on site for each second-unit accessory dwelling, with the exception that no parking shall be required for a new accessory dwelling in the following instances:

- a. The accessory dwelling unit is located within ½ mile of public transit
- b. The accessory dwelling unit is located within a historic district
- c. The accessory dwelling unit is part of the existing principal residence or an existing accessory structure

- d. When on street parking permits are required, but not offered to the occupant of the accessory dwelling unit.
- e. When there is a car share vehicle located within one block of the accessory dwelling and that is available for use by the occupant(s) of said dwelling.

10. Off-street parking shall be permitted through tandem parking or in setback areas, unless it is determined that parking in setback areas or tandem parking is not feasible based upon specific site or regional, topographical, or fire and life safety conditions.

11. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, those off street parking spaces shall be replaced. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit including but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts

C. Notwithstanding the provisions of this subsection, one accessory dwelling unit per property shall be ministerially approved if all of the following apply:

- 1. The unit is located in a zoning district which allows residential uses.
- 2. It is contained within the existing space of a single-family residence or existing accessory structure, and
- 3. It has independent exterior access, and
- 4. The side and rear setbacks are sufficient for fire safety.

D. Accessory dwelling units shall be ministerially approved or disapproved in compliance with this Section and within 120 days of application. The Planning Director shall issue a building permit or zoning certificate to establish an accessory dwelling unit in compliance with this section if all applicable requirements are met.

E. Accessory buildings or structures which do not meet the definition of an ADU with toilet plumbing and/or cooking facilities may not be rented or leased as a separate unit.

~~D.—It is not the intent of this section to override lawful use restrictions as set forth in CC&R's (conditions, covenants and restrictions). (Ord. 03-4 § 23; prior code § 27.232)~~

17.116.040 Home occupations.

A home occupation is an accessory use of a residential property for gainful employment by the resident of a dwelling, customarily carried on within the living area or accessory building on a residential property or its adjacent swimming pool, which does not change the residential character of the dwelling unit. A business may be conducted at locations other than the site of the home occupation, as long as that part of the business conducted at the site of the home occupation complies with subsection A or B of this section. A site plan, floor plan and written consent of the property owner shall be submitted as part of the home occupation permit application. A home occupation permit issued by the planning director shall be

required prior to the establishment of a home occupation. A home occupation permit is required whenever a business license is required and the home is the principal place of business.

A. Home occupations meeting the following standards are permitted in conjunction with a residential use of a dwelling and shall be issued a home occupation permit:

1. Is confined to a cumulative area of not more than six hundred (600) square feet in the principal dwelling, attached garage and/or detached accessory buildings. An attached or detached garage may be used for storage or work space as long as one garage parking space is maintained at all times for the dwelling and as long as sufficient parking spaces are available on the property to meet the current code requirements;
2. Does not occupy any open space, yard or setback;
3. Is carried on by the resident members of the household and one employee;
4. Does not generate customer or client traffic, deliveries by commercial vehicles other than pickup trucks or panel delivery trucks, or have any customers or clients coming to the premises as a place of business, with the following exceptions:
 - a. Delivery to the customer or client of merchandise produced on the premises,
 - b. No more than two clients may visit the premises on any one day,
 - c. Swimming lessons to no more than two persons at any one lesson with no more than six lessons in any one week,
 - d. Other uses which in the opinion of the planning director are similar to the above uses with the same or similar restrictions listed in this section;
5. Creates no noise, odor, glare, dust, vibrations, fumes or smoke readily discernible at the exterior boundaries of the parcel on which the home occupation is situated;
6. Produces no advertising or evidence of its existence except for a post office box, a telephone listing and signs limited to a total of four square feet permanently affixed to a vehicle. No advertising, telephone listing, signs or printed material may list the street address of the dwelling;
7. Involves the on-site parking or storage of no more than one commercial vehicle, as long as the commercial vehicle parks inside the garage or covered parking at all times.

B. Exceptions to the above standards may be granted by the planning commission with the approval of a use permit for an expanded type of home occupation. In approving a use permit for an expanded home occupation the planning commission must make the following findings:

1. The establishment of an expanded home occupation is compatible with and will not be detrimental to the residential character of the neighborhood and surrounding uses;
2. The establishment of an expanded home occupation will not result in or contribute to an unacceptable concentration of nonresidential uses in the neighborhood where it has been proposed; and
3. The establishment of an expanded home occupation will not result in excessive noise, traffic and parking congestion. (Ord. 09-5 § 2 (Exh. A); prior code § 27.233)

17.116.045 Cottage food operations.

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

B. Definition. A cottage food operation is an enterprise within the registered or permitted area of a dwelling unit where the cottage food operator, as defined by California Health and Safety Code Section [113758](#), resides and where cottage food products pursuant to California Health and Safety Code Section [113758](#) are prepared or packaged for direct, indirect, or direct and indirect sale to consumers.

C. Applicability. A cottage food operation is an accessory use permitted in any legally established dwelling, subject to standards in subsections D and E of this section, and is a distinct use from a home occupation. This section only applies to cottage food operations and is not applicable to home occupations as defined in Section [17.116.040](#).

D. Standards. Cottage food operations are permitted accessory uses to residences provided that all of the following standards are met:

1. The use shall be conducted within the kitchen of the subject dwelling unit except for attached rooms within the dwelling that are used exclusively for storage or bookkeeping. No greater than

twenty-five percent (25%) of the dwelling may be used for the cottage food operations, and it shall not be conducted within an accessory building.

2. The use is carried on only by a family member or household member occupying the dwelling, with no other person employed.

3. The cottage food operation shall not invite customers to the residence and the operation shall not transact business with customers at the residence.

4. No signage or advertisement identifying the cottage food operation shall be permitted at the premises.

5. There shall be no change in the outside appearance of the dwelling unit or premises, or other visible evidence of the conduct of such cottage food operation.

6. Except for vehicle parking, no outdoor portions of the premises shall be utilized for cottage food operation.

7. Vehicles displaying advertising or signs must be parked inside a garage at all times while at the premises.

8. The cottage food operation shall be registered or permitted by the Napa County Environmental Health Officer in accordance with Section [114365](#) of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.

9. The cottage food operator shall furnish to the city evidence of the application for or issuance of the necessary permits and/or registration of cottage food operations from the county of Napa.

E. Expanded Cottage Food Operations. Exceptions to the standards established in subsections (D)(2) and (D)(3) of this section may be granted with the approval of an administrative permit for an expanded cottage food operation; provided, that all of the following standards are met:

1. The applicant for the cottage food operation permit shall be the individual who conducts the cottage food operation from his or her private dwelling unit and is the owner of the cottage food operation. The permit shall not be transferable to another operator, nor transferable to another site.

2. The use shall be conducted within the kitchen of the subject dwelling unit except for attached rooms within the dwelling that are used exclusively for storage or bookkeeping. No greater than

twenty-five percent (25%) of the dwelling may be used for the cottage food operations, and it shall not be conducted within an accessory building.

3. One cottage food employee, as defined by California Health and Safety Code Section [113758\(b\)\(1\)](#), is permitted to be employed by the cottage food operation in addition any family member or household member occupying the dwelling.
4. One sign affixed near the entrance of the dwelling and no greater than one square foot in size may be permitted.
5. Except for vehicle parking, no outdoor portions of the premises shall be utilized for cottage food operation including outdoor sales and visitation.
6. Direct sales of products from the site of the cottage food operation shall be conducted by prior appointment only, and shall not exceed more than ten (10) visitors in any single day. No customers of the cottage food operation shall be permitted to dine at the premises.
7. No greater than one visitor's vehicle and one non-resident employee's vehicle shall be parked on site at any time.
8. Vehicles displaying advertising or signs must be parked inside a garage at all times while at the premises.
9. Direct sales and cottage food operation related deliveries shall not occur between the hours of six p.m. and eight a.m.
10. The cottage food operation shall be registered or permitted by the Napa County Environmental Health Officer in accordance with Section [114365](#) of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.
11. The applicant shall furnish to the city evidence of the application for or issuance of the necessary permits and/or registration of cottage food operations from the county of Napa.
12. A business license is required for all cottage food operators.
13. All property owners within three hundred (300) feet of the cottage food operation shall be notified upon permit issuance. (Ord. 16-3 § 2)

17.116.050 Requirements for small recycling centers.

The planning director, or at his or her discretion the planning commission, shall issue a permit for the establishment of a small recycling center which shall be conditioned upon compliance with the following requirements:

- A. Only glass, metals, plastic containers and paper may be accepted at a small recycling center. Motor oil may not be collected for recycling at a small recycling center.
- B. No power-driven processing equipment may be used except for reverse vending machines.
- C. Containers used for the collection and storage of recyclable materials shall be constructed of a durable waterproof and rustproof material, covered when the site is not attended, secured from unauthorized entry or removal of material and shall be of a capacity sufficient to accommodate materials collected between collection schedules.
- D. The site shall be maintained free of litter and any other undesirable materials, and shall be picked up and cleaned on a daily basis.
- E. A small recycling center shall not be located in any required setback or yard, and shall be screened from the public right-of-way by landscaping (fences or walls fence may be used if located outside a required setback). The landscaping shall generally be planned and installed in accordance with the city's Standards for Landscaping, adopted by resolution. Any impairment of existing landscaping or landscaping required pursuant to this title shall be mitigated by installing a similar amount of landscaping.
- F. Attended facilities located within one hundred (100) feet of property zoned or occupied for residential use shall operate only during the hours between nine a.m. and seven p.m. Containers for the twenty-four (24) hour donation of materials shall be located at least five hundred (500) feet from any property zoned or occupied for residential use unless there is acoustical shielding between the containers and residential use. In no event shall the containers for the twenty-four (24) hour donation of materials be located less than thirty (30) feet from property zoned for residential use.
- G. Containers shall be clearly marked to: (1) identify the type of material which may be deposited in each container; (2) the name and telephone number of the operator and hours of operation; and (3) shall display a notice stating that no material is to be left outside the recycling enclosure or containers.
- H. Signs shall comply with the following:
 - 1. A recycling facility may have identification signs with a maximum of thirty-five (35) percent per side or nine square feet (whichever is smaller) per container with a total area of forty (40) square feet for all containers. These may be in addition to the informational signs required by subsection G

of this section. In the case of a wheeled facility, the side will be measured from the pavement to the top of the container;

2. On-site directional signs, bearing no advertising message, may be installed with the approval of the planning director if necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way; and

3. Any signs installed must be consistent with the character of the buildings, structures and signs of the property on which it is located.

4. These regulations are in-lieu of and shall act as a substitute for Chapter [17.140](#) the provision of which shall not apply to a recycling facility.

I. No additional parking spaces shall be required for a small recycling center, over and above those required for the principal use. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during the hours mobile unit is to be present.

J. Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the principal use unless the facility is located in a convenience zone as designated by the California Department of Conservation.

K. The permit for a small recycling center shall be valid for a period of time not to exceed five years. After which time it may be reviewed for another five years. If at any time the small recycling center is not in use for six months or more, it shall be immediately removed from the site and the planning director notified.

L. Applicants seeking approval for a small recycling center shall submit plans and other information sufficient to demonstrate compliance with the above requirements including the name, address and telephone number of the person responsible for the daily maintenances and periodic collection of recyclable materials and written approval from the property owner.

M. The above requirements may be waived or modified by the planning director if the result is to improve the overall function, site operation or appearance of the small recycling center; or that the design and/or location of the small recycling center makes the above unnecessary. (Prior code § 27.234)



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GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] (Heading of Title 7 amended by Stats. 1974, Ch. 1536)

DIVISION 1. PLANNING AND ZONING [65000 - 66103] (Heading of Division 1 added by Stats. 1974, Ch. 1536)

CHAPTER 4. Zoning Regulations [65800 - 65912] (Chapter 4 repealed and added by Stats. 1965, Ch. 1880)

ARTICLE 2. Adoption of Regulations [65850 - 65863.13] (Article 2 added by Stats. 1965, Ch. 1880)

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the

replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001-02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if

the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(Amended by Stats. 2016, Ch. 735, Sec. 1.5. Effective January 1, 2017.)

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION PC2017-XX

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA RECOMMENDING TO THE CITY COUNCIL ADOPTION OF THE ATTACHED ORDINANCE (EXHIBIT 1) AMENDING MUNICIPAL CODE TITLE 17 TO UPDATE AND MODIFY EXISTING ZONING CODE REGULATIONS GOVERNING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS AND TO ESTABLISH CONSISTENCY WITH CALIFORNIA GOVERNMENT CODE SECTION 65852.2 AS AMENDED BY AB 2299 AND SB 1069.

Recitals

A. Whereas, The City of St. Helena adopted an ordinance regulating the construction of Accessory Dwelling Units consistent with California Government Code Section 65852.2;

B. Whereas, On September 27, 2016, Governor Brown signed AB 2299 and SB 1069 into law, thereby amending Government Code Section 65852.2, effective January 1, 2017, to limit public agencies ability to regulate Accessory Dwelling Units and make it easier for property owners to introduce Accessory Dwellings on their property;

C. Whereas, To facilitate compliance with State law, the City prepared draft text amendments to remove and/or amend provisions not readily consistent with the new State law;

D. Whereas, the proposed text amendments are consistent with the goals and objectives of the General Plan;

E. Whereas, the proposed text amendments are consistent with public necessity, convenience, general welfare, and good zoning practice; and

F. Whereas, the Planning Commission of the City of St. Helena held a duly noticed Public Hearing to review the proposed text amendments on May 2, 2017 , at which time all interested parties had the opportunity to be heard.

Resolution

G. Now, therefore let it be resolved that, the Planning Commission finds that the action to adopt this Ordinance to amend St. Helena Municipal Code Title 17 is statutorily exempt pursuant to CEQA Section 15282(h) which exempts the adoption of an ordinance regarding second units (Accessory Dwelling Units) in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public

Resources Code. Similarly, the proposed Ordinance is exempt pursuant to the General Rule in CEQA Guidelines Section 15061(b)(3) which specifies that CEQA applies only to a project with the potential to cause a significant impact to the environment.

H. Now, therefore be it further resolved that the Planning Commission recommends that the City Council adopt the Ordinance attached hereto as **Exhibit 1.**, modifying existing zoning code regulations governing the development of Accessory Dwelling Units and to establish consistency with California Government Code Section 65852.2, as amended by AB 2299 and SB 1069.

I HEREBY CERTIFY that the foregoing recommendation to the City Council was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on May 2, 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Grace Kistner
Chair, Planning Commission

Noah Housh,
Planning and Community
Improvement Director

City Council



Project: Ordinance Amending St Helena Zoning Code to Establish Consistency with State Law Regarding Accessory Dwelling Units (Second Units)

Location: City Wide

Project Description

- Ordinance to amend Municipal Code Title 17 to comply with CA Gov. Code Section 65852.2, regarding Accessory Dwelling Units (ADUs)
- In response to the passage of AB 2299 and SB 1069 which amended State law to reduce barriers to the construction of ADUs (ie. “Granny Units”) by further limiting the authority of local governments(Effective Jan 1, 2017).
- **Amends Multiple Chapters Including Definitions, Residential Districts, Accessory Structures and Design Review**

Project History

Late 2016-Gov. Brown signed AB 2299 and SB 1069 amending Government Code Section 65852.2, to limit public agencies ability to regulate Accessory Dwelling Units (ADUs). Prior to passage, the state law provided for significant flexibility in how cities regulated the development of ADUs.

January 1, 2017-State requirements regarding ADUs went into effect, pre-empting City regulations.

May 2, 2017-Planning Commission reviewed draft of proposed changes and voted 3-2 to approve. Dissenting votes had asked for additional information prior to voting.

* Worth noting regulations were poorly written leading to some confusion amongst individuals and agencies tasked with implementing. HCD Summary Memo referenced in report in an effort to provide some clarity.

Discussion

- Updates definition of “Second Units” to ADU and specifies criteria
- Requires ADU review to be ministerial=no discretionary review and creates a ministerial review time-line
- Limited ability to require separate Utility Connections/Fees
- Limited ability to require new parking for ADUs
- Expands allowable square footage to maximum of 1200 square feet. *Still subject to F.A.R.*
- Requires separate/exterior entrance-*City added to front or side setback*
- Reduces setbacks for ADU construction-*City added height limitation for ADUs not meeting primary dwelling setbacks**
- *City added prescriptive requirements for privacy and Historic*

* Added after PC review

Recommendation

It is recommended by the Planning Commission of the City of St Helena that the City Council:

1. Determine that the proposed text amendments are statutorily exempt from the requirements of CEQA, pursuant to CEQA Guidelines Section 15282(h) and 15061(b)(3); and
2. Review and approve the Draft Ordinance and proposed text amendments to St. Helena Municipal Code Title 17, Section 17.20.020(D), Sections 17.32.020(G), 17.32.040, 17.32.060(E)(3), 17.32.070(C); Section 17.36.020(F); Sections 17.40.020(G); 17.40.040, 17.40.060(E)(3), 17.40.070(B); Sections 17.44.020(H), 17.44.040, 17.44.060(C)(3), 17.44.070(B); Sections 17.64.030(B), 17.64.040; and Section 17.116.030 in order to update and modify existing zoning code regulations governing the development of Accessory Dwelling Units and establish compliance with California Government Code Section 65852.2.

Questions?



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: Public Hearing

Subject: Appeal of the Planning Commission decision to approve Design Review for the Beringer Icon III Project located at 1000 Pratt Avenue in the Winery Zoning District

CEQA Determination: The project is exempt from the requirements of CEQA pursuant to Section 15301, which exempts the minor alteration of existing private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. Specifically, the project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

Prepared By:

LB

Lilly Bianco, Contract Planner

Reviewed By:

Noah Housh

Noah Housh, Planning Director

Approved By:

Perry F. Kennell

Noah Housh, Planning Director

BACKGROUND

On April 18, 2017, The Planning Commission approved the Design Review permit for the Beringer Icon III project at 1000 Pratt Avenue and in the Winery Zoning District. The commission voted to 2 to 1 (with one commissioner absent and one abstaining) to approve the Design Review permit.

The project includes a request to replace eight (8) large format wine fermentation tanks with 130 smaller format wine fermentation tanks to encourage a higher level of quality. The decommissioning of eight large format tanks would effectively remove 796,800 gallons of production capacity and the introduction of 130 smaller format tanks would re-introduce capacity for 757,000 gallons. While the replacement of larger format tanks with smaller tanks will necessitate the expansion of the tank farm area, it will not result in an increase of production capacity. Rather, the project would generate a net reduction in available production capacity of 39,800 gallons. In addition to the reconstitution of the tank farm, the Beringer Icon III project includes the introduction of a new forklift path/ramp, the relocation and redesign of an existing receiving station and press pit, and a redesign of an existing weigh station and central scale house in an effort to improve traffic flow and simplify operations. Last, in an effort to further soften and screen the project site, the applicant proposes to supplement existing landscaping along the Highway 29 and Pratt Avenue frontages.

DISCUSSION

APPLICANT APPEAL

On May 2, 2017, Anthony Micheli filed an appeal of the Planning Commission's decision. In a written statement attached to the appeal application (**Attachment 2.0-2.3**), the appellant provided reasons why they are appealing the Planning Commission's decision to approve the Design Review Permit. A summary of those reasons is provided in *italic* typeface with staff's response, below. For a comprehensive list of reasons for the appeal please see **Attachments 2.0- 2.3**. Also attached is a letter from the applicant team rebutting the assertions of the appeal (**Attachment 3**).

- *Additional Traffic Impacts*
The appellant argues that the proposed project would necessitate more employees and more truck traffic thereby exacerbating traffic issues along Pratt Avenue and at the Pratt Ave/ Main intersection.

As detailed in the Staff Report and described by the project applicant, the proposed site configuration is intended to improve circulation of grape trucks during harvest and other vehicles and streamline the various operations involved in grape delivery, pressing, fermentation, and processing. The project will improve site operation, but does *not* propose a concurrent increase in intensity that would necessitate an increase in employees or employee vehicles. Similarly, as stated in the April 18th staff report and as noted by the project applicant at the Planning Commission hearing, the re-constitution of the tank farm will not necessitate an increase in truck trips. All grape deliveries will maximize the truck capacity to its full potential regardless of how grapes are being sourced. If

grapes are brought in from smaller, individual lots, that delivery would be combined with others to the extent that the full capacity of the truck is utilized. Therefore, the anticipated truck trips would not be expected to increase. Further, Beringer Winery schedules grape deliveries in an effort to limit the potential for grape delivery trucks to cause congestion during harvest. In the appeal statement, the appellant also stated that with the new striping on Highway 29, the grape delivery trucks would not be able to make turning movements. No evidence was provided in support of this statement and further, consideration of this question is beyond the scope of the Design Review for the proposed project. Given the above, and as detailed in the Staff Report and at the Planning Commission Hearing, the proposed project is not expected to generate increased traffic trips.

- *Compliance with Use Permit*
The appellant poses the question of how the City can rely on a use permit that the City does not currently have and questions how the City can know a condition does not trigger the need for a use permit amendment.

The Beringer Icon III project is limited to Design Review and does not involve changes to the operations (function, intensity, type of use, etc) that would trigger an amendment to an existing use permit or necessitate a new use permit. Because the 1974 permit cannot be located Staff instead relied on the 1974 Environmental Impact Report (EIR) which was the best available source of information in regards to the level of production assumed and analyzed at the time the facility was originally approved. It has further been documented by the applicant that the facility currently produces an amount of wine consistent with the 18,000 tons (4.3 million gallons) assumed in 1974 and that no increase in production that would exceed the historical level is proposed. Given that the applicant's statements and documentation provided, is not indicative of an increase in use or change to the winery use, no use permit amendment or new use permit is appropriate at this time and no further consideration is needed.

- *Noise Generation*
Appellant states that they have "...had to listen past midnight to the beep from the backing up of their forklift and grape bins dropping to the ground."

As detailed in the Staff Report and described by the Applicant, the project would not introduce any new noise generating elements nor move existing noise-generating elements any closer to adjacent property lines. Further, the project would not increase the number of truck trips and therefore no noise impacts beyond what currently exist are anticipated. It is expected that the Beringer operation will continue to generate noise at existing levels typical of the site and in accordance with noise regulations promulgated by the St. Helena Municipal Code. It is also worth noting that adjacent and nearby properties are subject to the right-to-farm laws which specify that property owners within this district shall recognize that there exists a right to farm properties within the district and in the

vicinity of the district. There is a good faith expectation that no complaints will occur regarding legal normal agricultural activities on properties in the district or in the vicinity of the district. Such activities may include day or night disbursement of chemicals, and creation of dust, noise, or fumes.

- *Water use*

The applicant states concerns with the amount of city water used by the applicant.

As detailed in the Staff Report, the applicant relies predominantly on well water (the City of St. Helena does not regulate groundwater extraction) and there is no expectation that this would change under the project. Further, because the project does not qualify as “new development” per the City’s Water Neutrality requirements, water use did not warrant further consideration under the Design Review Application.

- *CEQA*

The applicant asserts that the project is not exempt under CEQA citing the introduction of 42,000 square feet of area.

The exemption employed is CEQA Guidelines Section 15301 which applies to existing facilities. For Class 1 exemptions, the key consideration is whether a project involves negligible or no expansion of an existing use. The project does not involve an expansion of use nor does it involve an addition to an existing structure. Winery fermentation and storage tanks are specifically defined as “equipment,” and this is supported by the differentiation of structures from equipment in CEQA Guidelines Section 15301. As such, the finding that the project is exempt under Section 15301 is appropriate and none of the exceptions to this Exemption were identified by staff or the Planning Commission as precluding the project from being exempt.

- *Other Possible Issues: General Plan Consistency and Design Review Findings .*

The appellant states generally that the project is inconsistent with the General Plan policies and goals and that the City cannot make the required findings for the Design Review. No further detail supporting these claims was provided.

As detailed in the Staff Report, the Planning Commission found the project to be consistent with General Plan policies 2.6.1, 2.6.5, 2.6.58 and 6.3.1 which promote orderly and logical development and the perpetuation of agricultural activities. Further, the Commission found that the project components are appropriately sited and consistent with the wine production equipment and structures on site such that the project is consistent with all Design Review Findings.

FISCAL IMPACT

There will be no fiscal impact to the General Fund related to Council action on this item.

RECOMMENDED ACTION

The Planning Commission recommends the City Council consider the appeal, staff report, and all testimony, written and spoken and:

1. Deny the appellants appeal of the Planning Commission's decision approving a Design Review permit for the Beringer Icon III project and authorizing replacement of eight (8) large format wine fermentation tanks with 130 smaller format wine fermentation tanks, introduction of a new forklift path/ramp, the relocation and redesign of an existing receiving station and press pit, redesign of an existing weigh station and central scale house, and the introduction of landscaping.

ATTACHMENTS

[1000 Pratt Appeal ATTCH 1. Resolution](#)

[1000 Pratt Appeal ATTCH 2. Appeal Application](#)

[1000 Pratt Appeal ATTCH 2.1 Written Statement](#)

[1000 Pratt Appeal ATTCH 2.2 Written Statement- Typed](#)

[1000 Pratt Appeal ATTCH 2.3 Language Submitted at April 18th Hearing](#)

[1000 Pratt Appeal ATTCH 3. Applicant's Response Letter June 5, 2017](#)

[1000 Pratt Appeal ATTCH 4. April 18, 2017 Staff Report and Resolution](#)

[1000 Pratt Project Plans](#)

CITY OF ST. HELENA

RESOLUTION No. 2017-

RESOLUTION OF THE COUNCIL OF THE CITY OF ST HELENA, DENYING AN APPEAL AND UPHOLDING THE PLANNING COMMISSION APPROVAL OF A DESIGN REVIEW PERMIT FOR THE BERINGER ICON III PROJECT AND AUTHORIZING RECONSTITUTION OF THE TANK FARM, INTRODUCTION OF A NEW FORKLIFT PATH/RAMP, THE RELOCATION AND REDESIGN OF AN EXISTING RECEIVING STATION AND PRESS PIT, AND A REDESIGN OF AN EXISTING WEIGH STATION AND CENTRAL SCALE HOUSE AND INTRODUCTION OF LANDSCAPING AT 1000 PRATT AVENUE IN THE WINERY ZONING DISTRICT

RECITALS

1. **Whereas**, The Applicant, Treasury Wine Estates, America, Submitted an application for a Design Review permit to reconstitute the existing tank farm, introduce a new forklift path/ramp, relocate and redesign the existing receiving station and press pit, and redesign the existing weigh station and central scale house and introduce landscaping at 1000 Pratt Avenue in the Winery Zoning District.
2. **Whereas**, the proposed site modifications are subject to Design Review pursuant to Municipal Code Section 17.164.030.
3. **Whereas**, The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on April 18, 2017.
4. **Whereas**, At the conclusion of the public hearing on April 18, 2017 and having deliberated the matter, the Planning Commission approved the Design Review permit application.
5. **Whereas**, Anthony Micheli filed a timely appeal of the Planning Commission's decision to the City Council and in accordance with Municipal Code Chapter 1.16.
6. **Whereas**, The City Council considered Anthony Micheli's Appeal at a duly noticed public hearing on June 13, 2017. The City Council, after reviewing materials provided from the Planning Commission Public Hearing, as well as considering the record of the proceedings before the City Council, the written evidence submitted for the Council Public Hearing, and the testimony and other evidence submitted at the Council Public Hearing, voted to deny the appeal and uphold the decision of the Planning Commission thereby denying the appeal and upholding the Design Review Permit.

RESOLUTION

The City Council of the City of St. Helena, State of California, hereby denies the appeal of the Planning Commission's decision and upholds the Design Review Permit for the Beringer Icon III project located at 1000 Pratt Avenue in the Winery zoning district on the following basis:

A. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.

B. The City Council hereby finds that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301.

C. Let it be further resolved that the City Council has considered the findings identified in Municipal Code Section 17.164.030 required to support approval of a Design Review Permit and hereby finds that, as conditioned, the project has demonstrated the ability to meet all of the required findings and as detailed, below:

1. Consistency and compatibility with applicable elements of the general plan.

The proposed project includes activities intended to improve wine quality and improve efficiency of operations which would encourage continued viability of the Beringer winery and continuity of their agricultural uses in St. Helena. Given that the project would help maintain the active agricultural use in St. Helena it is expected to be consistent with applicable General Plan policies. No aspect of the project would conflict with or otherwise prevent the attainment of any General Plan policies, goals, or objectives.

2. Compatibility of design with the immediate environment of the site;

As detailed on project plans the proposed new tanks would be of a size and height less than that exhibited by the large format tanks proposed for decommissioning. The proposed tanks would appear substantially similar in design and materials to the smaller format tanks currently on site. All proposed machinery and tanks would be consistent with wine production components already on site and therefore would be compatible with the immediate environment on the site.

3. Relationship of the design to the site;

The proposed tanks and machinery would be situated in what are currently underutilized areas or would simply consist of a reconfiguration needed to facilitate more efficient and safe circulation. The proposed features would be

clustered in the same area as existing winery equipment and machinery and therefore maintain the existing configuration.

4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character;

The Beringer production facility at 1000 Pratt is not considered to be an area with a unified design or historical character.

5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses;

As detailed above, the replacement tanks and production equipment will be clustered towards the center of the facility and with existing equipment and tanks. Further, to improve upon existing screening, the applicant will introduce a greater level of landscaping to the Highway 29 and Pratt Avenue frontage which will largely shield the view of the facility and encourage a harmonious transition between land uses located along each of the street frontages. As such, the project would appropriately promote a harmonious transition in scale and character between different land uses.

6. Compatibility with future construction both on and off the site;

The proposed tanks and equipment will be substantially similar to that existing and are typical components of wine production facility which are consistent with the established agricultural/industrial character of the site. As such, the proposed site modifications would not be expected to be incompatible with future construction on or off site

7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;

The proposed features are key components of a typical winery production facility and they are designed and configured with functionality in mind. Therefore, the design of the tanks and associated equipment would be appropriate to the function of the project.

8. Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;

The impetus for the project is to promote a higher level of wine quality, but also facilitate improved site circulation and functionality. The proposed configuration will improve circulation of grape trucks during harvest and other vehicles and streamline the various operations involved in grape delivery, pressing, fermentation, and processing which will provide an internal sense of order. The

proposed landscaping along the front and side property lines will provide for a more desirable environment for visitors and passerby by softening and screening the agricultural production facility.

The applicant has confirmed that no noise generating equipment will be moved any closer to adjacent residential land uses and further, all proposed lighting will be downcast and shielded to prevent light trespass onto adjacent properties. As such, the planning and siting of various functions and site components is appropriate.

9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;

Landscaping is proposed along portions of the property with frontage on Highway 29 and Pratt Avenue to supplement existing landscaping and provide a greater level of screening during periods when vines are dormant. Landscaping will be introduced into areas as feasible. No landscaping will be introduced into leach field areas to avoid inhibiting the functionality of leach fields.

10. Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept;

The proposed replacement tanks and new equipment will support the functionality and viability of the Beringer production facility and would support the main functions of the winery in a manner that is both functional and aesthetically compatible.

11. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;

No changes to the main site egress and ingress are proposed. Internally, the functions and equipment associated with grape receiving and processing will be improved to facilitate one way circulation that is more efficient and responsive to the winery operations.

12. Whether natural features are appropriately preserved and integrated with the project;

*As detailed in the biological memo (Attachment 5), York Creek flows through the Beringer Winery and is tributary to the Napa River. The portion of the creek within the winery property has a natural cobble bed, but is channelized and bordered by hardscape. Various species of trees including coast live oak (*Quercus agrifolia*) provide a broken, patchy riparian canopy along the creek. The entire proposed project is located within a currently hardscaped area where water is diverted away from the creek into the winery's stormwater management system. Given that the*

project is confined to existing hardscaped areas the introduction of the proposed winery equipment would not affect significant natural features.

The applicant proposes the removal of four poplars which are ornamental trees and not considered important natural features necessitating preservation. Given the above, all important natural features would be appropriately preserved.

13. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions;

The proposed features are key components of a typical winery production facility and they are designed and configured with functionality in mind. Therefore, the design of the tanks and associated equipment would be appropriate to the function and established character of the project site.

14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character;

The Beringer production facility at 1000 Pratt is not considered to be an area with a unified design or historical character.

15. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site;

The proposed landscape plan includes the addition of trees and shrubs to provide a greater level of screening along Highway 29 and Pratt Avenue. Proposed trees include Red Maple, incense cedar, London plane tree and coast live oak with shrubs such as pacific wax myrtle and CA Coffee berry along Highway 29 property frontage. To fill in gaps in Landscaping along Pratt Avenue, the applicant proposes incense cedar and coast live oak. All proposed vegetation would blend in well with existing landscaping and would be effective at providing greater screening of the production facility. As such, the landscaping design concept appears appropriate for the site and would provide for a unified and compatible appearance.

16. Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena;

A number of proposed plants and trees are native and would be appropriate for the climate. Further, as mostly native trees and shrubs, the proposed vegetation would be relatively low maintenance and appear suitable for the purpose.

17. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.

The project will continue to divert and treat wastewater on site meeting the intent of BASMAA. Further, the landscaping is of a type that is appropriate for the climate and requires either low or medium water use. As such, the proposed project promotes sustainability goals and climate protection.

F. Now therefore be it further resolved that, the Design Review for the above described project is granted subject to compliance with all applicable provisions of the Zoning Code subject to each of the following conditions. Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

Conditions of Approval

1. The Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.
2. The plans submitted for building permit review shall be in substantial conformance with the plans approved by the City Council on June 13, 2017 except as modified by the following conditions.
3. The Design Review permit shall be vested within one (1) year from the date of approval. A building permit for the use allowed under this approval shall have been obtained within one (1) year from the effective date of the Design Review decision or these approvals shall expire; provided however that the approved Design Review may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.030, Extension of Permits and Approvals.
4. The Design Review permit shall become effective fourteen (14) calendar days after approval, provided that the action is not appealed by the City Council or any other interested party within that 14 day period.
5. Any request for an extension of the Design Review permit must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
6. All required fees, including planning fees, development impact fees, building fees, retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.

7. Prior to issuance of construction permits, compliance with conditions of approval shall be clearly identified on all plans. A copy of approved plans with the conditions listed *on* said plans shall be maintained on-site during construction activities.
8. Conditions shall be achieved at such a time as determined by the City and shall be achieved at the requisite stage and before issuance of certificate of occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
9. The applicant shall defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
10. This Design Review approval shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
11. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
12. A building permit is required for any onsite demolition, construction or change of occupancy.
13. A periodic site inspection shall be performed at least bi-annually to ensure that decommissioned tanks remain unused and shall be performed until such a time as the de-commissioned tanks are removed from tank farm area. The inspection will require a fee of up to one-hour of staff time per visit to cover the cost for each visit.
14. This action memorializes the tank capacity permitted on site as 4.3 million gallons for the Beringer production facility.

Public Works Department Conditions of Approval

15. The project will create and/or replace 5,000 square feet or more of impervious area and thus the project is considered a "Regulated Project" under the Bay Area Stormwater Management Agencies Association (BASMAA), which is the low impact development approach for implementing Provision E.12 of the State's Phase II Small Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). Prior to issuance of any building permit or grading permit, provide a Stormwater Control Plan in accordance with the requirements of the BASMAA Post-

Construction Manual available from the Public Work Department website at:
<http://www.ci.st-helena.ca.us/sites/default/files/BASMAA%20Post-Construction%20Manual.pdf>.

16. Alternatively, if the existing onsite Storm Water Pollution Prevention Plan (SWPPP) and associated infrastructure is proposed to satisfy BASMAA requirements, please provide an analysis that demonstrates the existing onsite treatment procedures and facilities meet and/or exceed the level of treatment and retention (e.g. sizing calculations) required by the Bay Area Stormwater Management Agencies Association and Provision E.12 of the Phase II Small MS4 General Permit. A copy of the General Permit requirements is available on the web at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml
17. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
18. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
19. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Design Review package, those improvements agreed to in public hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.
20. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum.
21. Site plans submitted for the building permit review shall identify the location of any trees within the project area. Additionally, please identify all existing vegetation including location, species, and sizes and indicate what vegetation is to be protected or removed.
22. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO). MWELO compliance shall be demonstrated as part of the building permit submittal.

23. The Applicant shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
24. Remodels or new construction which requires fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
25. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.
26. Trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.
27. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.

Fire Department Conditions of Approval

28. If the tanks are to be foam coated for insulation, provide specifications on the material and method of fire protection/flame spread for the insulation for review and approval by the Fire Chief prior to issuance of building permit approval.

Building Department Conditions of Approval

29. A building permit is required for all onsite demolition, construction and/or change of occupancy.
30. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2016 Title 24 codes.
31. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.

32. The applicant shall provide a construction waste management plan with the building permit application.

33. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.

34. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

D. In making the findings in this Resolution, the City Council relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff report, City files for this matter, correspondence, presentations and other materials.

E. Therefore the City Council of the City of St Helena hereby denies the Appeal and approves the Design Review permit for the above-described project.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Koberstein:	_____
Councilmember Dohring:	_____
Councilmember Ellsworth:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

I, Anthony Micheli, hereby file this application for an appeal and agree to pay any and all processing fees imposed by the St. Helena Municipal Code and City Council Resolution(s), or as they may be amended from time to time.

Date: 4/25/17 Appellant's Signature: Anthony Micheli

Date: 5/1/17 Appellant's Signature: Mike Griffin

Date: 5/1/17 Appellant's Signature: Craig McMillen

PROCESSING FEES:

☒ Minor Appeal	\$1,000	} 1600.00
☐ Major Appeal	\$2,600	
☒ Public Hearing Notice	\$600	

CITY OF ST. HELENA 1400 Main St. St. Helena, CA 94574		Date: 05/02/2017 Time: 13:42 Receipt No. 00131122	Account: LR 1,600.00
BAI Forward: Anthony Micheli Customer #: 006500 1125 Crimella Drive St. Helena, CA 94574 Cashiers: Skillingsworth Station: FRONT COUNTER		Appeal - Minor Processing Public Hearing Notice 1,000.00 600.00	Total Check 271 1,600.00 Cash 1,600.00 0.00
Total Change 1,600.00 0.00			

REQUIREMENTS FOR A COMPLETE APPEAL APPLICATION:

The following list is not exhaustive, some applications may require additional information. Consult with a planning staff member to determine whether additional materials are required for your appeal.

Incomplete applications will not be accepted.

Please use the space below and/or attach separate sheets.

☐ ACTION being appealed, including the name of the commission or board and date the action was taken:

PLANNING COMMISSION TUESDAY APRIL 18, 2017

☐ ACTION requested by appellant:

APPEAL TO CITY COUNCIL

☐ REASON for appeal:

see attached :

May 2, 2017

There are many reasons I am appealing the Planning Commission approving the Beringer Project on April 18, 2017. I will try to briefly speak on these issues.

There were only three planning commission present. One worked for Beringer. The other was absent on personal business. Only two commission voted for the project. The other could not vote the way she wanted due to directions given by the Planning Director and the city attorney. They claimed that traffic or any other impacts could not be brought up. The only issue at hand ~~had~~ was design review, so she abstained from voting. I do not believe this is only design review.

They are going from 8 large tanks to 130 smaller tanks. Total gallons are less. But this is more intense wine making. Requiring more employees, more truck deliveries from out of the area. This foreign owned company has purchased the Diageo Brand. That includes B.V., Sterling, Provence, Asia and other wineries. A lot of grapes that would have gone to these wineries in the valley are now coming to St. Helena. Thus more truck traffic at the intersection of Pratt & main that is already an "F" grade.

Also there is no existing use permit at the city so I am not sure ~~and~~ what we are relying on. Beringer probably has the original use permit. How do we know that the use permit does not say "any changes at this facility requires a use permit modification."

I personally remember when this entire facility was moved across Hwy 29.

Beringer claims they are not going to use Historic Levee which is their ~~main~~ map of 12,000 tons. Those levee have not occurred in the last 3 years. A lot has changed since then.

The noise issue is another. Last year and prior years I have had to listen past midnight ~~noise~~.

5/2/17

cont

the heap from the backing up of their forklift and grape bins dropping on the ground. I live at least 1000' from this facility.

In the staff report it says Beringer only uses water at this facility for ^{fire} protection only from the city of St. Helena. They need to prove this fact. How do we know going from 3 large tanks to 130 small tanks is not going to generate more water use. I have consulted wine makers in the valley. I am told it will generate more water use.

now that the city of St. Helena installed the left hand turn lane for Los Alamos and eliminated parking on the east side of Hwy 29 between Elmhurst and Pratt. There is no way under a visitor to Los Alamos is it in that left hand lane, no truck and trailer will be able to make a right hand turn into Beringer without running over a vehicle on Pratt trying to enter Hwy 29.

Finally

Violation of CEQA

- The City relies on a categorical exemption pursuant to CEQA section 15301 (Class 1). This exemption is not applicable to the project. It only allows for a project to be exempt from environmental review under CEQA if the project would add less than 10,000 square feet to an existing structure. The project would add 42,000 square feet.
- Even if a Class 1 categorical exemption were applicable, CEQA provides several exceptions that prohibit the use of a categorical exemption:
 - If the project would have significant cumulative impacts.
 - If there is a reasonable possibility the project would have a significant effect on the environment due to unusual circumstances
 - If the project would impact a historical resource

Other Possible Issues:

- The project is inconsistent with General Plan policies and goals.
- The City cannot make the required findings for the Design Review Criteria

See additional attached documents. They were submitted April 19, 2017 prior to the hearing of the planning commission. Submitted to city clerk.

Anthony Micheli
5/2/17

RECEIVED
PLANNING DEPARTMENT

MAY 08 2017

May 2, 2017

City of St. Helena

There are many reasons I am appealing the Planning Commission approving the Beringer Project on April 18, 2017. I will try to briefly speak on these issues.

There were only three Planning Commissioners present. One worked for Beringer. The other was absent on personal business. Only two commissioners voted for the project. The other could not vote the way she wanted due to directions given by the Planning Director and the City Attorney. They claimed that traffic or any other impacts could not be brought up. The only issue at hand was design review, so she abstained from voting. I do not believe this is only design review.

They are going from 8 large tanks to 130 smaller tanks. Total gallons are less, but this is more intense wine making-requiring more employees, more truck deliveries from out of this area. This foreign owned company has purchased the Diageo Brand. That includes B.V., Sterling, Provence, Acacia and other wineries. A lot of grapes that would have gone to these wineries in the Valley are now coming to St. Helena. Thus more truck traffic at the intersection of Pratt and Main Street that is already an "F" grade.

Also there is no existing use permit at the City so I am not sure what we are relying on. Beringer probably has the original use permit. How do we know that the use permit does not say "only changes at this facility requires a use permit modification."

I personally remember when this entire facility was moved across Highway 29.

Beringer claims they are not going above historic levels which is their maximum of 18,000 tons. These levels have not occurred in the last three years. A lot has changed since then.

The noise issue is another. Last year and prior years I have had to listen past midnight to the beep from the backing up of their forklift and grape bins dropping on the ground. I live at least 1000 feet from this facility.

In the Staff report it says Beringer only uses water at this facility for fire protection only from the City of St. Helena. They need to prove this fact. How do we know going from 8 large tanks to 130 small tanks us not going to generate more water use? I have consulted wine makers in the valley. I am told it will generate more water use.

Now that the City of St. Helena installed the left hand turn lane for Las Alcobas and eliminated parking on the east side of Highway 29 between Elmhurst and Pratt there is no way when a visitor to Las Alcobas is in that left hand lane, no truck and trailer will be able to make a right hand turn into Beringer without running over a vehicle on Pratt trying to enter Highway 29.

Finally:

Violation of CEQA

The City relies on a categorical exemption pursuant to CEQA section 15301 (Class1). This exemption is not applicable to the project. It only allows for a project to be exempt from environmental

review under CEQA if the project would add less than 10,000 square feet to an existing structure. The project would add 42,000 square feet.

Even if a Class 1 categorical exemption were applicable, CEQA provides several exceptions that prohibit the use of a categorical exemption:

- If the project would have significant cumulative impacts.
- If there is a reasonable possibility the project would have a significant effect on the environment due to unusual circumstances.
- If the project would impact a historical resource.

Other Possible Issues:

The project is inconsistent with General Plan policies and goals.

The City cannot make the required findings for the Design Review Criteria.

See additional attached documents.

A handwritten signature in black ink that reads "anthony micheli". The signature is written in a cursive, lowercase style.

Anthony Micheli

There is concern with the Beringer project due to lack of clarity regarding possible impacts, particularly regarding traffic and water, as it appears there is no overall traffic study or in-depth water analysis.

While the production capacity is stated to remain the same, creating a different press pad/ production format and configuration (replacing large tanks with small) creates the possibility of different dynamics regarding traffic and water.

TRAFFIC

The circumstances of the area have changed vastly since the original traffic analysis, the traffic analysis should be re-done.

While the project narrative states:

"Traffic flows on site are shown on a separate traffic plan included in the application package."

This doesn't address possible traffic impacts entering and exiting the facility onto Pratt or impacting the intersections of Pratt/ Hwy 29 and Pratt/ Silverado Trail, nor does it address cumulative traffic impacts.

(Should be noted here that Pratt/ Silverado Trail intersection is currently closed, which would make it difficult at this point to determine actual flows)

A number of recent large projects in St. Helena have been impacting, or are proposing to further impact the busy Pratt/Hwy 29 Intersection.

This is an already impacted level F intersection with several recent accidents and many near misses.

The recently opened Los Alcobas Hotel was approved a number of years ago without a plan for adequate employee parking, requiring employees to park throughout the surrounding residential neighborhoods, and thus causing further congestion and safety issues at the Pratt/ Main intersection (and proximity). The Culinary Institute of America is also a reasonably foreseeable project, as it has a pending application and appeal that would also add substantial traffic to the intersection and along both roads.

Thus far, an inadequate amount of information regarding the Beringer project has been provided. With the Beringer project it is necessary for the City to evaluate such things as if the change over to many smaller tanks as opposed to the current large ones would mean more smaller truck trips in and out, both during harvest and throughout the year (perhaps involved in barrel movement).

and how many proposed trips and from which direction on Hwy 29 and Silverado Trail.

Any project proposing a change in traffic levels or volume at this intersection should be subject to a full traffic analysis due to the existing adverse traffic conditions.

The Staff report states: The project is exempt from the requirements of CEQA pursuant to Section 15301, which exempts the minor alteration of existing private structures involving

negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Though it is also the case that CEQA Guidelines section § 15300.2 includes several exceptions for categorical exemptions, including the following:

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

It is clear that cumulative traffic impacts are already occurring at this intersection and the proposal of any further change in traffic dynamics or volume should trigger CEQA review.

The same conditions no longer exist as when the original traffic study was done. — *Is this because Silverado is closed or because there is significantly more traffic now?*

WATER

It is unclear how much municipal water Beringer uses. The staff report states:

Presently, the Beringer production facility relies primarily on well water, although the site is connected to the municipal water system to provide water for fire protection purposes and back up for domestic water.

I think it is important to understand how much they actually use, if any.

Will using more smaller tanks use a different level of water? Could this effect down-the-line the use of municipal water?

How will water use from the new configuration affect the open air waste disposal/settling ponds that stretch behind the facility towards residential areas?

St. Helena is already experiencing a cumulative water use impact, requiring any additional use of municipal water supplies to be evaluated.

OTHER

Perhaps this is also a good time for clarification and review of the Beringer use permit, production levels, visitation levels, marketing and event levels, whether Beringer is bound by 75% rule? etc.

The City should evaluate whether Beringer is currently in compliance with all mitigation measures and conditions of approval imposed upon this facility. If not, they are in violation of CEQA's requirement that mitigation measures be fully enforceable and must be brought into compliance prior to the consideration of changes to the project.

Since visitation traffic from across Main St. at the Beringer Rhine House/Welcome Center is also an issue that plays into cumulative impacts at the same intersection of Main/Pratt, it is also worth looking at making sure hospitality and visitation numbers are consistent with the permit. Wine/food pairing and other hospitality related activities which could generate additional traffic should also be reviewed.

HolmanTeague

real estate law • land use law • business law • climate change law

June 5, 2017

St. Helena City Council
c/o City Clerk
1480 Main Street
St. Helena, California 94574

RE: Beringer - Appeal of Design Review Approval (PL17-032)

Mayor Galbraith and Councilmembers:

This firm represents Treasury Wine Estates (TWE), which owns and operates the Beringer winery. The appeal filed by Anthony Micheli on May 2, 2017 (the "Appeal") provides no basis for overturning the Planning Commission's approval. In fact, the Appeal invites City Council to impose illegal *ad hoc* requirements on Beringer to address impacts that are either nonexistent or result from the development of other nearby properties. For that reason, the Appeal must be denied.

A) Background and the pending Beringer project

Beringer is California's oldest continually operating winery and was established in 1876, the same year that St. Helena was incorporated. As noted in the Staff Report to the Commission, Beringer's production facility has been in operation at 1000 Pratt Avenue since 1974. While the 1974 use permit issued to Beringer has been lost, there is no question that Beringer received approval to construct the production facility. This City approval is documented by the City's certified Environmental Impact Report (EIR), minutes of the City's approval, and City-issued building permits to construct this production facility. Furthermore, the City approved a subsequent use permit and numerous building permits to maintain and improve Beringer's facility, which includes 4.3 million gallons of tank capacity. The existing tanks were legally established with building permits issued by the City. Because Beringer has relied on those validly issued building permits to expend substantial sums, Beringer has a vested right to operate the production facility at 1000 Pratt Avenue.¹

The design review project presented to the Planning Commission does not change the use of Beringer's facility. Instead, the project has three main components: 1) exchange of large format tanks for smaller format tanks; 2) expand tank farm paving by 42,000 square feet to allow placement of tanks; 3) redesign of forklift ramp, press pit and receiving station to improve on site traffic

¹ *Avco Community Developers, Inc. v. South Coast Reg'l Comm'n* (1976) 17 Cal.3d 785.

flow. Supplemental landscaping also is proposed along Highway 29 and Pratt Avenue to provide a greater level of screening.

It is important to note that the City's established practice is to approve tank changes at wineries through design review. Last year, the Sutter Home winery applied for design review approval to exchange larger tanks for smaller tanks to encourage a higher level of wine quality. The Planning Commission unanimously approved Sutter Home winery's design review application and determined that the project was exempt from CEQA.² Beringer also was given approval last year to exchange tanks through administrative design review.³ Beringer asks simply that the City Council treat Beringer as it has treated past applications to exchange winery tanks.

B) The City's jurisdiction is limited to Design Review.

The City's Municipal Code provides limitations on the scope of Design Review.⁴ The Municipal Code provides "[o]nly the proponent's failure to take reasonable account of the items discussed in [the Design Review chapter], shall justify the commission's disapproving a proposal solely on the basis of design."⁵ Cities are not required to adopt design review ordinances, but cities that do so are constrained by the limits adopted in their ordinance.⁶ Pursuant to the Municipal Code and California law, the current application is not Appellant's opportunity to reevaluate past Beringer's past entitlements to operate at 1000 Pratt Avenue.

The City is not empowered to impose conditions on Beringer to mitigate impacts caused by other properties, such as the Los Alcobas hotel, nor is the City empowered to impose conditions that would strip Beringer of its vested right to a wine production facility with 4.3 million gallons of tank capacity.⁷ Instead, the question that was before the Planning Commission, and now City Council in this Appeal, is whether the Planning Commission appropriately made design review findings as to the pending Beringer project.

² The attached minutes reflect that Commissioners Bobbi Monnette, Tracy Sweeney, Grace Kistner, and then-Commissioner Mary Koberstein unanimously approved the tank exchange at Sutter Home. The attached staff report for the Sutter Home project describes the project that is strikingly similar to Beringer's current proposal in that Sutter Home decommissioned large tanks in exchange for installing many smaller tanks.

³ A copy of the Sutter Home approval is attached. Beringer's 2016 tank changes, like the current proposal, were a gallon-for-gallon exchange of tanks. Because the tank exchange was within the same footprint, that past project qualified for administrative design review approval.

⁴ Municipal Code §17.164.040.

⁵ Municipal Code §17.164.040(C).

⁶ *Friends of Davis v. City of Davis* (2000) 83 Cal. App.4th 1004.

⁷ *Nollan v. California Coastal Commission* (1987) 482 U.S. 825.

C) The Appeal's fails to provide a basis to overturn the Planning Commission.

Rather than focusing on design review findings, the Appeal attacks the vested uses of Beringer's production facility. The Appeal states the following grounds:

- 1) Three Commissioners heard and decided the Beringer project;
- 2) The change from larger to smaller tanks, though an almost 40,000 gallon reduction in capacity, will somehow increase traffic;
- 3) The change from larger to smaller tanks will result in municipal water use;
- 4) Existing noise from State mandated forklift beepers;
- 5) Changes to configuration of Highway 29 and Pratt Avenue after construction of the Los Alcobas hotel;
- 6) "Violation of CEQA" by applying a Class 1 categorical exemption; and
- 7) Appellant's desire to impose new regulations on Beringer including a 75% grape source rule.

1) The three Commissioners acted properly in hearing the Beringer project in compliance with the Municipal Code.

The Appeal makes the unsupported assertion that a three-person Planning Commission could not render a decision on the Beringer project. Chair Grace Kistner and Commissioners David Knudsen and Bobbi Monnette heard the Beringer project. Under State law and St. Helena Planning Commission Bylaws, three Commissioners constitute a quorum that may hear and decide matters before the Commission.⁸ Appellant references a Commissioner being employed by TWE, but that Commissioner recused herself and did not participate in the Commission's decision.⁹

2) The Beringer project does not change the use of the facility, so traffic is not changed.

The Appeal acknowledges Beringer is reducing total tank capacity by 39,800 gallons, which is roughly equivalent to the capacity needed for 164 tons of grapes.¹⁰ Notwithstanding this decrease in tank capacity, Appellant makes the unsupported statement that exchanging eight large tanks to smaller tanks will increase traffic. Appellant is not a winemaker or a traffic engineer. Appellant

⁸ Government Code §65102; St. Helena Planning Commission Bylaws, Rule 24.

⁹ Commissioner Tracy Sweeney recused herself because she is employed by TWE. Consistent with Rule 32 of St. Helena Planning Commission Bylaws, Commissioner Sweeney announced her recusal and left the dais before the Beringer project was heard. Vice-Chair Sarah Parker was absent.

¹⁰ The formula for converting gallons capacity to tons is provided at footnote 1 of the Staff Report to the Planning Commission dated April 18, 2017.

argued that smaller tanks are more likely to result in partial loads being delivered to the facility. Partial loads during harvest are undesirable to the Applicant, and such partial loads are no more (or less) likely after the tank format is changed. Appellant's winemaker Eric Gilliland testified before the Planning Commission that the tank exchange is highly unlikely to increase truck trips.

- 3) *The Beringer project does not change the use of the facility, so water use (supplied by on-site wells) is not changed.*

Beringer operates from on-site wells with municipal water only serving as a back-up supply. There is no evidence that Beringer will use more water to make less wine other than Appellant's unsupported conclusory statements. Instead, the actual evidence in the record is that the amount of wine being produced is 39,800 gallons less than current production capacity. Furthermore, the project includes using ten decommissioned tanks to capture and allow use of up to 120,000 gallons of rainwater that would otherwise pass into Beringer's wastewater treatment system. Therefore, the project has no impact to water use.

- 4) *The Beringer project does not change noise from the facility, and existing noise is compliant with the City's noise ordinance.*

Forklift operations have been a part of Beringer's operations since the 1970's, and forklift beepers are mandated by State and Federal regulations. The proposed changes at Beringer do not move noise-generating equipment, including forklifts, any closer to offsite residences. In fact, the project's proposed screening might lessen the potential for neighbors to hear the facility's existing operations. In an effort to be good neighbors, the Applicant's winemaker has tested decibel levels at the property line, and Beringer's operations comply with the City's noise ordinance.

- 5) *Existing configuration of Highway 29 and Pratt is not grounds to overturn the Commission's approval.*

The Appeal argues that the existing configuration of Highway 29 and Pratt Avenue does not allow trucks to make a turn. This is completely unfounded speculation, but we fail to see how this merits overturning the Commission's approval. The City approved the Los Alcobas hotel project, which resulted in changes to the configuration of Highway 29 and Pratt. The current Beringer project does not include this intersection. If City Council were to deny the proposed changes at Beringer, Beringer (and its trucks) would continue to use the intersection.

- 6) *The Planning Commission complied with CEQA.*

The Appeal argues the Beringer project cannot qualify for a Class 1 categorical exemption because the added exceeds 10,000 square feet of area. The Appellant

cites one example of an exemption while omitting the actual text of the CEQA Guidelines. The CEQA Class 1 exemption provides:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use.¹¹

Here, the Beringer project changes the design of the existing facility, but there is no expansion of the winery use. Appellant also argues that "cumulative impacts" disqualify Beringer's project from a categorical exemption. The CEQA Guidelines disallow exemptions only where "the cumulative impact of successive projects of the same type in the same place, over time is significant."¹² Here, the project does not add traffic, so there is no contribution to a cumulative traffic impact.

7) The City should ignore Appellant's invitation to impose illegal ad hoc regulations on Beringer's vested permits.

The Appeal asks the City to impose a 75% grape source restriction. The Winery (W) zoning district lacks any grape source restrictions, so the Appellant apparently suggests that the City Council legislate within the context of this Appeal. The City Council must decline this invitation. First, because Beringer's production facility currently has no grape source limitation, imposing a grape source limitation infringes on Beringer's vested rights. Second, because all of Beringer's grapes come from outside the City of St. Helena, imposing a grape source limitation lacks the required nexus to an impact of this project. Lastly, in addition to infringing on the vested rights of the Beringer production facility, imposing a grape source restriction would violate the U.S. Constitution's Commerce Clause.¹³

¹¹ 15 Cal. Code Reg §15301.

¹² 15 Cal. Code Reg §15300.2(b).

¹³ *Pike v. Bruce Church, Inc.* (1970) 397 U.S. 197 (applying Commerce Clause to strike down state regulation intended to protect the reputation for quality of Arizona cantaloupes); *Philadelphia v. New Jersey* (1978) 437 U.S. 617; *Fort Gradiot Sanitary Landfill, Inc. v. Michigan Dept. of Natural Resources* (1992) 504 U.S. 353.

For the reasons stated above, the City Council should deny the appeal and uphold the Planning Commission's approval. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Anglin", written in a cursive style.

Rob Anglin

Cc: City Attorney Tom Brown
Planning Director Noah Housh
Client



**ACTION MINUTES
ST. HELENA PLANNING COMMISSION
VINTAGE HALL BOARD ROOM – 2ND FLOOR
465 MAIN STREET, ST. HELENA
SEPTEMBER 20, 2016
6:00 P.M. REGULAR MEETING**

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER AND ROLL CALL:

Chairperson: Grace Kistner

Vice Chair: Mary Koberstein

Commissioners: Bobbi Monnette, Tracy Sweeney

Absent: Commissioner Sarah Parker

Staff Present: Noah Housh, Planning and Community Improvement Director, Aaron Hecock, Senior Planner, Tom Brown, City Attorney, Steve Palmer, Director of Public Works and Jim Kerrigan, Building Permit Technician.

- 3. PUBLIC FORUM:** This is an opportunity for the public to address the Commission on items of interest to the public that are NOT listed on the agenda. Because of restrictions imposed by the Brown Act, the Commission may not engage in discussion nor take action on matters not described on the agenda. Please observe the time limit of three minutes.

No Public Comment received.

Commissioner Monnette pulled the September 6, 2016 Minutes from Consent Calendar.

CONSENT ITEMS: Members of the Commission 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 this is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

4. APPROVAL OF MINUTES: ~~September 6, 2016~~

- 5. PL16-057:** Design Review Extension
LOCATION: 1057 Pratt Avenue
APPLICANT: Donna Hinds
APN: 009-142-003

*Planning Commission Agenda
September 20, 2016*

CEQA: Exempt pursuant to Section 15303

DESCRIPTION: *The applicant requests a one-year extension on the Design Review approval they received on August 18, 2015 for the construction of a new single-family home, second unit, and accessory structures on the property located at 1057 Pratt Avenue in the MR: Medium Density Residential district.*

RECOMMENDED ACTION: *Staff recommends that the Planning Commission accept the required findings and approve a one-year design review approval extension for the proposed project located at 1057 Pratt Avenue.*

6. PL16-061: Design Review Exemption
LOCATION: 1660 Spring Street
APPLICANT: Richard Walloch
APN: 009-313-047
CEQA: Exempt pursuant to Section 15303

DESCRIPTION: *The applicant is requesting Design Review approval to construct an enclosed garage in place of one of the two previously approved carports at 1660 Spring Street in the MR: Medium Density Residential District.*

RECOMMENDED ACTION: *Staff recommends that the Planning Commission accept the required findings and approve the design review exemption for the proposed garage at 1660 Spring Street.*

MOTION: Vice Chair Koberstein moved to approve Items 5 and 6 on the Consent Calendar. The motion was seconded by Commissioner Sweeney and roll call carried by the following vote:

AYES: Commissioners Koberstein, Sweeney, Monnette and Kistner
 NOES: None
 ABSENT: Commissioner Parker
 RECUSED: None

4. APPROVAL OF MINUTES: September 6, 2016

MOTION: Commissioner Monnette moved to approve the Minutes from September 6, 2016 on the Consent Calendar as amended. The motion was seconded by Vice Chair Koberstein and roll call carried by the following vote:

AYES: Commissioners Monnette, Koberstein, Sweeney and Kistner
 NOES: None
 ABSENT: Commissioner Parker
 RECUSED: None

SIGN PERMITS / ADMINISTRATIVE DETERMINATIONS:

7. PL16-063: Sign Permit
LOCATION: 1210 Grayson Avenue
APPLICANT: Hugh Davies
APN: 009-180-071

*Planning Commission Agenda
 September 20, 2016*

CEQA: Exempt pursuant to Section 15311

DESCRIPTION: *The applicant requests sign permit approval in order to place five (5) new signs on the Davies Vineyards Winery property located at 1210 Grayson Avenue in the SC: Service Commercial district.*

RECOMMENDED ACTION: *Staff recommends that the Planning Commission accept the required findings and approve the request for a Sign Permit in order to place five (5) new signs on the property located at 1210 Grayson Avenue.*

Aaron Hecock reported on Item.

Chair Kistner opened Public Hearing.

Hugh Davies, applicant, addressed the Commission.

Susan Kenward and Geoff Ellsworth addressed the Commission.

Chair Kistner closed Public Hearing.

MOTION: Vice Chair Koberstein moved to approve the request for a Sign Permit in order to place five (5) new signs on the property located at 1210 Grayson Avenue as amended with revised Sign 5. The motion was seconded by Commissioner Sweeney and roll call carried by the following vote:

AYES: Commissioners Sweeney, Koberstein and Kistner

NOES: Commissioner Monnette

ABSENT: Commissioner Parker

RECUSED: None

8. ADMIN DETERMINATION-1320 Main Street

DESCRIPTION: *Staff has determined that the existing Use Permit allowing restaurant uses at 1320 Main Street applies to a proposal to allow multiple restaurant tenants to operate from the location with no expansion in the number of seats or water use.*

RECOMMENDED ACTION: Receive and File as Appropriate

Noah Housh reported on Item.

Chair Kistner opened Public Hearing.

Greg Desmond, on behalf of applicant, addressed the Commission.

Chair Kistner closed Public Hearing.

PUBLIC HEARINGS:

9. **PL16-049:** Sutter Home Winery Demolition and Design Review
LOCATION: 100 Main Street

*Planning Commission Agenda
September 20, 2016*

APPLICANT: Tye Taylor
APN: 009-313-270
CEQA: Exempt pursuant to Sections 15301, 15302, and 15303

DESCRIPTION: Request from Sutter Home Winery for Demolition and Design Review approval to demolish two existing freestanding canopy structures (30' x 140' and 30' x 30'); demolish existing maintenance and office buildings (totaling approximately 10,000 square feet); demolish/de-commission four 202,000 gallon wine tanks (totaling 810,552 gallons); remodel the existing "tank farm" including the installation of tank pads, walkways, and equipment needed to relocate 47 existing wine storage tanks (ranging from 5,000 gallons-30,000 gallons) and allow the installation of 55 new wine storage tanks (ranging in volume from 7,300 gallons to 21,000 gallons); remodel an existing multi-purpose building to house the maintenance facilities and offices; and to construct two new free standing canopy structures (20'x 270 ' and 30' x 140'). The total volume of storage capacity will be reduced, leaving a credit balance of 91,852 gallons for the overall cooperage capacity of the Sutter Home facility, located at 100 Main Street in the Industrial Zoning District.

RECOMMENDED ACTION: Staff recommends that the Planning Commission accept the required findings and approve the Demolition and Design Review entitlements for the proposed project at 100 Main Street.

Noah Housh reported on Item.

Chair Kistner opened Public Hearing.

Bob Torres, on behalf of applicant, addressed the Commission.

Chair Kistner closed Public Hearing.

MOTION: Commissioner Monnette moved that the Planning Commission accept the required findings and approve the Demolition and Design Review entitlements for the proposed project at 100 Main Street. The motion was seconded by Commissioner Sweeney and roll call carried by the following vote:

AYES: Commissioners Monnette, Sweeney, Kistner and Koberstein

NOES: None

ABSENT: Commissioner Parker

RECUSED: None

10. DEPARTMENT REPORT:

This is an opportunity for staff to report on or update the Commission on any relevant matters.

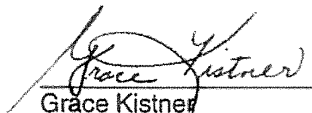
- General update on Department activities.
 - General Plan and EIR Updated Schedule
 - Hunter EIR
 - RFP Response and Review Update

Planning Commission Agenda
 September 20, 2016

11. AGENDA FORCAST: Attached is a summary document of pending projects and up coming and items of priority and interest that will be placed on future agendas. This is also an opportunity for the Commission as a whole to request items be placed on future agendas for discussion. These items should be consistent with, and work to implement adopted Council Goals.

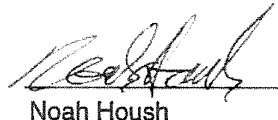
ADJOURNMENT: Chair Kistner adjourned the meeting at 6:51 p.m.

APPROVED:



Grace Kistner
Chair, Planning Commission

ATTEST:



Noah Housh
Planning Director

*Planning Commission Agenda
September 20, 2016*

**CITY OF ST. HELENA
PLANNING DEPARTMENT 1480 MAIN STREET- ST. HELENA, CA 94574
PLANNING COMMISSION**

September 20, 2016

AGENDA ITEM: 9

FILE NUMBER: PL16-040

SUBJECT: Request from Sutter Home Winery for Demolition and Design Review approval to demolish two existing freestanding canopy structures (30' x 140' and 30' x 30'); demolish existing maintenance and office buildings (totaling approximately 10,000 square feet); demolish/de-commission four 202,000 gallon wine tanks (totaling 810,552 gallons); remodel the existing "tank farm" including the installation of tank pads, walkways, and equipment needed to relocate 47 existing wine storage tanks (ranging from 5,000 gallons-30,000 gallons) and allow the installation of 55 new wine storage tanks (ranging in volume from 7,300 gallons to 21,000 gallons); remodel an existing multi-purpose building to house the maintenance facilities and offices; and to construct two new free standing canopy structures (20' x 270 ' and 30' x 140'). The total volume of storage capacity will be reduced, leaving a credit balance of 91,852 gallons for the overall cooperage capacity of the Sutter Home facility, located at 100 Main Street in the Industrial Zoning District. File Number PL16-040.

PREPARED BY: Noah Housh, Planning Director

REVIEWED BY: Noah Housh, Planning Director

APPLICATION FILED: June 20, 2016

ACCEPTED AS COMPLETE:

LOCATION OF PROPERTY: 100 Main Street

APPLICANT: Tye Taylor

PHONE: 707-302-3081

APN: 009-120-062

GENERAL PLAN/ZONING: Agriculture/ Winery

PROPERTY DESCRIPTION:

The project site is a 76.11 acre property currently developed with the Sutter Home Winery production facility and planted with multiple acres of vineyard. The site is generally flat, with vineyards planted toward the eastern and western ends of the property and most of the production, bottling and office facilities located in the middle of the property. The areas between the production facility buildings and offices are developed with a variety of storage tanks, pipelines, parking lots and access roads.

100 Main Street
Sutter Home Winery Design Review and Demolition
September 20, 2016
Page 1 of 7

PROJECT DESCRIPTION

Sutter Home Winery is a production winery facility capable of making 18,897,000 gallons of wine on site (fermentation and storage). The current facility is deemed an existing non-conforming use given that there is no use permit governing the activities of the property, based on the age of the facility, and its operation prior to the determination that a winery is a conditional use in the Winery Zoning District (formerly Agricultural-20).

In response to changes in the wine market, Sutter is looking to modify the production capabilities on the 100 Main Street facility by breaking up the production and storage into smaller volumes of any single type to allow more specialization. Therefore the project is proposing to relocate and/or decommission a number of storage and fermentation tanks and replace those decommissioned with an increased number of smaller tanks, actually reducing the total volume of wine produced (temporarily). In addition, the applicants are requesting approval to demolish and reconstruct a number of structures (enclosed and freestanding) to adjust maintenance and operations facilities at the facility.

Specifically, the project proposes to demolish two existing freestanding canopy structures (30' x 140' and 30' x 30'); demolish existing maintenance and office buildings (totaling approximately 10,000 square feet); demolish/de-commission four 202,000 gallon wine tanks (totaling 810,552 gallons); remodel the existing "tank farm" including the installation of tank pads, walkways, and equipment needed to relocate 47 existing wine storage tanks (ranging from 5,000 gallons-30,000 gallons) and allow the installation of 55 new wine storage tanks (ranging in volume from 7,300 gallons to 21,000 gallons); remodel an existing multi-purpose building to house the maintenance facilities and offices; and to construct two new free standing canopy structures (20'x 270' and 30' x 140').

ANALYSIS

GENERAL PLAN

The project site is designated as Agriculture (AG) by the City of St Helena 1993 General Plan and is located outside of the Urban Limit Line. The AG designation is described as:

Agriculture (AG) Land Use & Growth Management

The AG designation provides for agricultural uses, wineries, single-family residences, and public and quasi-public uses. Within the Agricultural Preserve Zoning District one residential unit per legal lot is permitted; new lots must have a minimum area of 40 acres. Within the A-20 and Winery Zoning Districts residential uses are permitted at a ratio of one (1) dwelling unit per 5 acres provided that after the first unit, any additional units would be restricted to parcels 0.5 acres or less in area; new lots must have a minimum area of 20 acres. The AG designation is applied to extensive areas of the valley floor that surround the urban core area. With the exception of those hillside areas designated WW, all lands outside the Urban Limit Line are designated AG regardless of their size or actual use. (Rev. 4/95)

Some of the most applicable General Plan policies include:

2.6.1 New development should be required to occur in a logical and orderly manner within well-defined boundaries, and be consistent with the ability to provide urban services.

2.6.4 Permit infill development and higher densities within currently developed areas wherever possible to minimize and postpone the need for expansion of the Urban Service Area.

2.6.5 Encourage the continuation of agricultural and low-intensity uses adjacent to the Urban Limit Line.

2.6.58 Promote the continuation of agricultural activities within and adjacent to the City.

2.6.59 Protect prime agricultural land and prime vineyard land from premature and/or necessary urban encroachment.

Staff Response: Staff finds that the proposed modifications to the Sutter Home Winery are consistent with the AG General Plan designation of the property in that wineries are deemed to be consistent with an agricultural land use; the proposed modifications are seen as a logical expansion within the defined boundaries of the current developed elements of the winery operations; the modifications will continue the agricultural use adjacent to the urban limit line but within the City boundary; and no vineyard areas are proposed to be converted as an element of the proposed modification to the winery operations.

ZONING

The project site is located in the Winery Zoning District. The Winery zoning district is consistent with and implements the AG General Plan designation. Section 17.24 of the zoning code regulates wineries and identifies that:

The winery district (W) provides for winery and winery-related uses within the agriculture general plan land use designation. Lands devoted to the production of wine and vineyards which are owned by the winery are classified as W.

The W-Zoning District identifies that Wineries in existence prior to June 25, 1979 are permitted land uses and further identifies that all uses accessory to a winery (including offices, maintenance shops, ...wine storage tanks, scales...) are also permitted uses (Code Section 17.24.020). This District further identifies that Design Review is required for any new structures, exterior revisions to existing structures...require design review.

Section 17.24.030 identifies that a Use Permit is required to establish a new winery, for any new winery equipment within 400-feet of any R-District and/or within 200-feet of Highway 29, and for certain winery related uses (visitor and event facilities, additional dwellings, etc.).

The development standards for the Winery District are identified as follows:

A. Maximum Standards.

1. Density of units 1 unit/5 acres*
2. Height of buildings/
structures 45 feet

100 Main Street
Sutter Home Winery Design Review and Demolition
September 20, 2016
Page 3 of 7

3. Building coverage 50 percent

B. Minimum Standards.

1. Lot area 20 acres*
2. Lot width 300 feet
3. Front setback 100 feet
4. Side setback 50 feet
5. Rear yard 75 feet
6. Side yard 50 feet

No additional landscaping is proposed or was required by staff due to the industrial nature of the production facility. Given that no expansion in the current use is proposed, staff did not conduct a review of the existing parking. However, no parking deficiencies were identified and multiple parking areas are available on the property.

Staff Response: The project proposes to demolish several buildings and canopies, decommission several storage tanks, construct several new and relocate several existing wine storage tanks, and to construct a new building and two free standing canopies. All structures and tanks are a minimum of 600-feet from the front property line (HWY 29), approximately 150-feet from the side property lines, and over 1000-feet from the rear property line. Each of the proposed building and tanks are below the maximum height allowance, and many of the replacements will result in a reduction in height from the structures and equipment they are replacing or are adjacent to existing taller structures. The tallest tanks being constructed or relocated are approximately 22-feet tall while there are 39-foot tall tanks being decommissioned. The proposed structures and canopies have a similar maximum height of approximately 22-feet.

As identified, the project proposes no expansion in use (wine production) or other changes to winery operations that would require Use Permit approval. All proposed uses are within the scope of their existing operation or permitted as accessory to the winery use on site. Tasting and visit or serving elements of the winery are off-site (across HWY 29) at a separate facility. The total volume of wine cooperage currently at this facility is 18,897,000 gallons. After the decommissioning and replacement tanks have been installed, the total cooperage will be 18,805,148 gallons leaving a balance of 91,852 gallons in credit, based on the base-line of their current production cooperage.

CEQA

The project requests Design Review approval in order to proposes to alter their existing winery operation by replacing existing fermentation and storage tanks, replacing and relocating existing structures and constructing new structures, with no expansion in the overall capacity of the use. Based on this, the project has been deemed to qualify for a Class 1, Class 2 and Class 3 Categorical Exemption under Sections 15301, 15302, and 15303 of the California Environmental Quality Act (CEQA).

WATER

Water use for the project is primarily sourced from on-site wells. No expansion in the water use for the property is anticipated as a component of the project. Based on this description of the proposed well water use, the water neutrality analysis did not present any increases in water use and no retrofits or off-sets were required as a condition of approval.

DEMOLITION PERMIT

As provided in Municipal Code Section 17.164.050, no permit authorizing the demolition of any building within any zoning district shall be issued until approved by the Planning Commission in accordance with the following findings:

1. That, based on the public record and testimony presented at a public hearing, the building is determined not to be a significant architectural or historical building.
2. That the demolition does not eliminate elements that are required to maintain the essential character of the neighborhood.

Staff Response: Given that the proposal includes demolition and decommissioning of industrial style metal buildings and storage tanks on a 76 acre winery parcel, no impacts to historic structures or neighborhood character were identified with this review. Staff fully supports the proposed demolition.

DESIGN REVIEW

The purpose of design review is to, among other things, promote the qualities that bring value to the community and foster attractiveness and functional utility of the community as a place to live and work. The following design criteria should be considered by the Planning Commission in review of this application (Zoning Code Section 17.164.030):

1. Consistency and compatibility with applicable elements of the general plan is determined given that the use is a winery in the Agriculture Designation no proposing any expansion of the proposed use;
2. Compatibility of design with the immediate environment of the site is supported based on the proposed metal building and awnings and the design of the storage and fermentation tanks essentially matching the existing structures and tanks currently on the property;
3. Relationship of the design to the site is found to be consistent and compatible in that the proposed elements of the design are essentially an extension of those existing on the property;
4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character is found as all of the structures and tanks are of a similar design, style and scale as the existing elements on the property and that there are no Historic elements of the property or design;
5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses is found to be in that the location of the development maintains the vineyard buffers surrounding the developed areas of the property and that the proposed tank installation is a reduction in the height from the existing elements of the onsite production;
6. Compatibility with future construction both on and off the site is supported due to the proposed consistency of design elements of the structures, awning and tanks, the separation of the development from the surrounding uses and the areas of the property remaining undeveloped and planted in vineyard;

100 Main Street
Sutter Home Winery Design Review and Demolition
September 20, 2016
Page 5 of 7

7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project is supported based on the metal building and awning design and consistent paint colors throughout the property;
8. Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community is found to be based on the graduated intensity of the development which intensifies and concentrates development to the internal areas of the property, the limitation on visitors coming to the facility and improvements to the circulation of both employees and work functions proposed with the project modifications;
9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures is found to be appropriate through the maintenance of the surrounding vineyard plantings and the landscaping surrounding the office and parking facilities on the property;
10. Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept is supported given that the site is a full production winery providing multiple ancillary functions to the production of wine with a design fully compatible with the existing architecture and functions of the winery use and layout of the facility;
11. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles is found to be based on the existing circulation network and the proposed improvements to both the onsite pedestrian and vehicular circulation;
12. Whether natural features are appropriately preserved and integrated with the project is found to be given that all development is in previously developed and/or disturbed areas of the property;
13. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions is found to be the case based on the design elements existing on the site, proposed by the project and those referenced above;
14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character is found to be supported as all of the structures and tanks are of a similar material, style, color and scale as the existing elements on the property and that there are no Historic elements of the property or design;
15. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site is found to be and is supported given that no areas of landscaping are proposed to be disturbed a majority of the existing vegetation is vineyard serving the onsite winery;
16. Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena is supported based on a majority of the existing vegetation being vineyard serving the onsite winery ;
17. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials is found to be the case based on the efficiencies gained through the construction of new building and infrastructure in compliance with the requirements of the California Building Code.

As identified above, Staff finds that the proposed project is consistent with the required design review criteria and is supportive of the proposed Design Review.

CORRESPONDENCE

As of the completion of this report, staff has received no comments on the proposed project.

ISSUES

While the existing non-conforming status of the use is noteworthy, there is no expansion beyond the current base line of the existing winery use and no additional elements proposed that would require Use Permit approval.

STAFF RECOMMENDATION

It is recommended by the Planning and Community Improvement Department that the Planning Commission:

1. Determine that the project is exempt from the requirements of California Environmental Quality Act (CEQA) in that the proposal is found to qualify for a Class 1, Class 2 and Class 3 Categorical Exemption under Sections 15301, 15302, and 15303 of the CEQA.
2. Accept the required findings and approve the Demolition and Design Review entitlements to allow demolition of two freestanding canopies and existing maintenance and office buildings; demolish/de-commission four 202,000 gallon wine tanks (totaling 810,552 gallons); relocation of 47 existing wine storage tanks (ranging from 5,000 gallons-30,000 gallons) and installation of 55 new wine storage tanks (ranging in volume from 7,300 gallons to 21,000 gallons); remodel of an existing building to house maintenance facilities and offices; and construction of two new free standing canopy structures adjacent to this building.

ATTACHMENTS

Resolution to Approve the Project

Project Plans (Written Statement Location and Vicinity Map, Site Map, Elevation Views/Photos, Demolition Plan, Site Map/Photo, Construction Area Maps, Maintenance Building Floor Plan and Elevations, Tank Elevations and Details)

Water Use Analysis Statement

AP Map

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION PC2016XXX

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA
GRANTING APPROVAL OF DEMOLITION AND DESIGN REVIEW TO
ALLOW THE DECOMMISSIONING OF FOUR 200K GALLON WINE STORAGE
AND/OR FERMENTATION TANKS, DEMOLITION OF CANOPY AND OFFICE
STRUCTURES, THE RELOCATION AND INSTALLATION OF 102 WINE STORAGE
/FERMENTATION TANKS, THE CONSTRUCTION OF TWO NEW FREESTANDING
CANOPIES AND THE RENOVATION OF AN EXISTING MULTIPURPOSE
STRUCTURE LOCATED AT 100 MAIN STREET**

PROPERTY OWNER: SUTTER HOME WINERY

APN: 009-120-062

Recitals

A. Whereas, Tye Taylor submitted applications for Demolition and Design Review to allow demolition of two freestanding canopies and existing maintenance and office buildings; demolish/de-commission four 202,000 gallon wine tanks (totaling 810,552 gallons); relocation of 47 existing wine storage tanks (ranging from 5,000 gallons-30,000 gallons) and installation of 55 new wine storage tanks (ranging in volume from 7,300 gallons to 21,000 gallons); remodel of an existing building to house maintenance facilities and offices; and construction of two new free standing canopy structures adjacent to this building at 100 Main Street in the Winery Zoning District; and

B. Whereas, the Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on September 20, 2016.

C. Now, therefore let it be found that, the Planning Commission approves the requested Demolition and Design Review on the following basis:

Resolution

A. The Planning Commission hereby finds that this project qualifies for Class 1, Class 2 and Class 3 Categorical Exemptions under pursuant to Section 15301, 15302, and 15303, of the California Environmental Quality Act (CEQA).

B. The Planning Commission has considered the Design Review design criteria identified in Municipal Code Section 17.164.030 to support the motion to approve the Design Review given that the project has been found to demonstrate:

1. Consistency and compatibility with applicable elements of the general plan is determined given that the use is a winery in the Agriculture Designation no proposing any expansion of the proposed use;
2. Compatibility of design with the immediate environment of the site is supported based on the proposed metal building and awnings and the design of the storage and fermentation tanks essentially matching the existing structures and tanks currently on the property;
3. Relationship of the design to the site is found to be consistent and compatible in that the proposed elements of the design are essentially an extension of those existing on the property;
4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character is found as all of the structures and tanks are of a similar design, style and scale as the existing elements on the property and that there are no Historic elements of the property or design;
5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses is found to be in that the location of the development maintains the vineyard buffers surrounding the developed areas of the property and that the proposed tank installation is a reduction in the height from the existing elements of the onsite production;
6. Compatibility with future construction both on and off the site is supported due to the proposed consistency of design elements of the structures, awning and tanks, the separation of the development from the surrounding uses and the areas of the property remaining undeveloped and planted in vineyard;
7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project is supported based on the metal building and awning design and consistent paint colors throughout the property;
8. Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community is found to be based on the graduated intensity of the development which intensifies and concentrates development to the internal areas of the property, the limitation on visitors coming to the facility and improvements to the circulation of both employees and work functions proposed with the project modifications;
9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures is found to be appropriate through the maintenance of the surrounding vineyard plantings and the landscaping surrounding the office and parking facilities on the property;
10. Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept is supported given that the site is a full production winery providing multiple

ancillary functions to the production of wine with a design fully compatible with the existing architecture and functions of the winery use and layout of the facility;

11. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles is found to be based on the existing circulation network and the proposed improvements to both the onsite pedestrian and vehicular circulation;
12. Whether natural features are appropriately preserved and integrated with the project is found to be given that all development is in previously developed and/or disturbed areas of the property;
13. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions is found to be the case based on the design elements existing on the site, proposed by the project and those referenced above;
14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character is found to be supported as all of the structures and tanks are of a similar material, style, color and scale as the existing elements on the property and that there are no Historic elements of the property or design;
15. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site is found to be and is supported given that no areas of landscaping are proposed to be disturbed a majority of the existing vegetation is vineyard serving the onsite winery;
16. Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena is supported based on a majority of the existing vegetation being vineyard serving the onsite winery ;
17. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials is found to be the case based on the efficiencies gained through the construction of new building and infrastructure in compliance with the requirements of the California Building Code.

C. Further, as provided in Municipal Code Section 17.164.050, the Planning Commission further finds the Demolition can be supported based on the following findings:

1. That, based on the public record and testimony presented at a public hearing, the buildings and tanks are determined not to be a significant architectural or historical building given the age of construction and the industrial nature of the architecture.
2. That the demolition does not eliminate elements that are required to maintain the essential character of the neighborhood in that the use is a winery located on a 75 acre agriculture parcel with no neighborhood characteristics.

D. Now therefore be it further resolved that, the Demolition and Design Review for the above described project is granted subject to compliance with all applicable provisions of the Zoning Code subject to each of the following conditions. Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

1. The Demolition and Design Review shall be vested within one (1) year from the date of approval. A building permit for the use allowed under this approval shall have been obtained within one (1) year from the effective date of the Use Permit and Design Review decision or these approvals shall expire; provided however that the approved Use Permit and Design Review may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.030, Extension of Permits and Approvals.
2. This permit is valid for this use and design only. New permits must be applied for any change in use. These permits will expire if the use is discontinued pursuant to then existing ordinances and regulations.
3. The Demolition and Design Review shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed by the City Council or any other interested party within that 14 day period.
4. Any request for an extension of the Demolition or Design Review must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
5. All required fees, including planning fees, development impact fees, building fees, retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.
6. Compliance with all permit conditions shall be clearly identified on all plans submitted for building permit approval, shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
7. The applicant will defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or

and an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.

8. Provided they are in general compliance with the approved Demolition and Design Review, minor modifications found to be in substantial conformance with the approved design may be approved by the Planning Director.
9. This Demolition and Design Review shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
10. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
11. Construction documents shall be in compliance with approved plans and exhibits.
12. A bi-annual inspection, conducted by Planning and Community Improvement staff, is required to ensure the four 202k gallon tanks remain decommissioned and out of use. This inspection will require a fee of up to one-hour of staff time to cover the cost.
13. This action memorializes the total wine volume (production and storage) permitted on site is 18,897,000 gallons for the current existing non-conforming winery use.

Public Works Department Conditions of Approval

14. Per the project data provided in the letter from Elwyn Hainen of Advanced Design Group, Inc., dated July 26, 2016, the project would create and/or replace 5,000 square feet or more of impervious area and thus the project is considered a "Regulated Project" under the Bay Area Stormwater Management Agencies Association (BASMAA), which is the low impact development approach for implementing Provision E.12 of the State's Phase II Small MS4 General Permit. Prior to issuance of any building permit or grading permit, provide a Stormwater Control Plan in accordance with the requirements of the BASMAA Post-Construction Manual available from the Public Work Department website at: <http://www.ci-st-helena.ca.us/sites/default/files/BASMAA%20Post-Construction%20Manual.pdf>.
15. Please note that the Stormwater Control Plan (SWCP) is required to be a stand-alone report. The project site's SWPPP can be included as an attachment, but it is not acceptable to only reference the SWPPP for entire sections in the SWCP. Compliance with this condition may require additional area to be utilized for stormwater capture and treatment, and could result in modifications to the Site Plan.
16. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most

current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.

17. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
18. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Use Permit package, those improvements agreed to in public hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.
19. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. The applicant shall submit a drainage and hydrology analysis for the project impact, including downstream erosion potential, to the City of St. Helena Public Works Department with the Improvement Plan submittal in accordance with City of St. Helena, Napa County and State of California codes in effect at the time of improvement plan submittal.
20. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum.
21. A detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). The project may require the installation of low impact development storm water features/facilities as required to satisfy the BASMAA and MS4 Permit requirements.
22. A Post Construction Stormwater Operations and Maintenance Plan that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.

23. Prior to occupancy the applicant shall enter into and record a Post-Construction Stormwater Operations and Maintenance Agreement with the City.
24. Site plans submitted for the building permit review shall identify the location of any trees within the project area. Additionally, please identify all existing vegetation including location, species, and sizes and indicate what vegetation is to be protected or removed.
25. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO). MWELO compliance shall be demonstrated as part of the building permit submittal.
26. The Applicant shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
27. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
28. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.
29. Trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.
30. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.
31. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
32. The applicant shall be required to obtain an encroachment permit for improvements on public right-of-ways prior to receiving a grading or building permit authorizing site work or construction activities on the site.

Fire Department Conditions of Approval

- 33. Installation of approved interior fire sprinkler system, could be required based on the proposed occupancy of each structure, unless waived by the Fire Chief.
- 34. One hour minimum fire resistant construction on all exterior walls within 10' of property boundary. Any other Fire resistant construction requirements, such as for interior walls, shall be determined by type of occupancy.

Building Department Conditions of Approval

- 35. A building permit is required for all onsite demolition, construction and/or change of occupancy.
- 36. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2013 Title 24 codes.
- 37. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
- 38. The applicant shall provide a construction waste management plan with the building permit application.
- 39. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
- 40. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

I HEREBY CERTIFY that the foregoing Demolition and Design Review was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on September 20, 2016 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Grace Kistner
Chair, Planning Commission

Noah Housh,
Planning and Community
Improvement Director

Tye Taylor
Winery Engineer – Sutter Home Winery, Inc.
100 Main Street, St. Helena, CA 94574
Phone: (707) 302-3081
ttaylor@tfewines.com



Water Use Analysis

DATE: June 20, 2016

TO: City of St Helena Planning Department

SUBJECT: Design Review Application: Description regarding Water Use Analysis report

PROPERTY OWNER: Sutter Home Winery, Inc.

APPLICANT: Owner / Builder

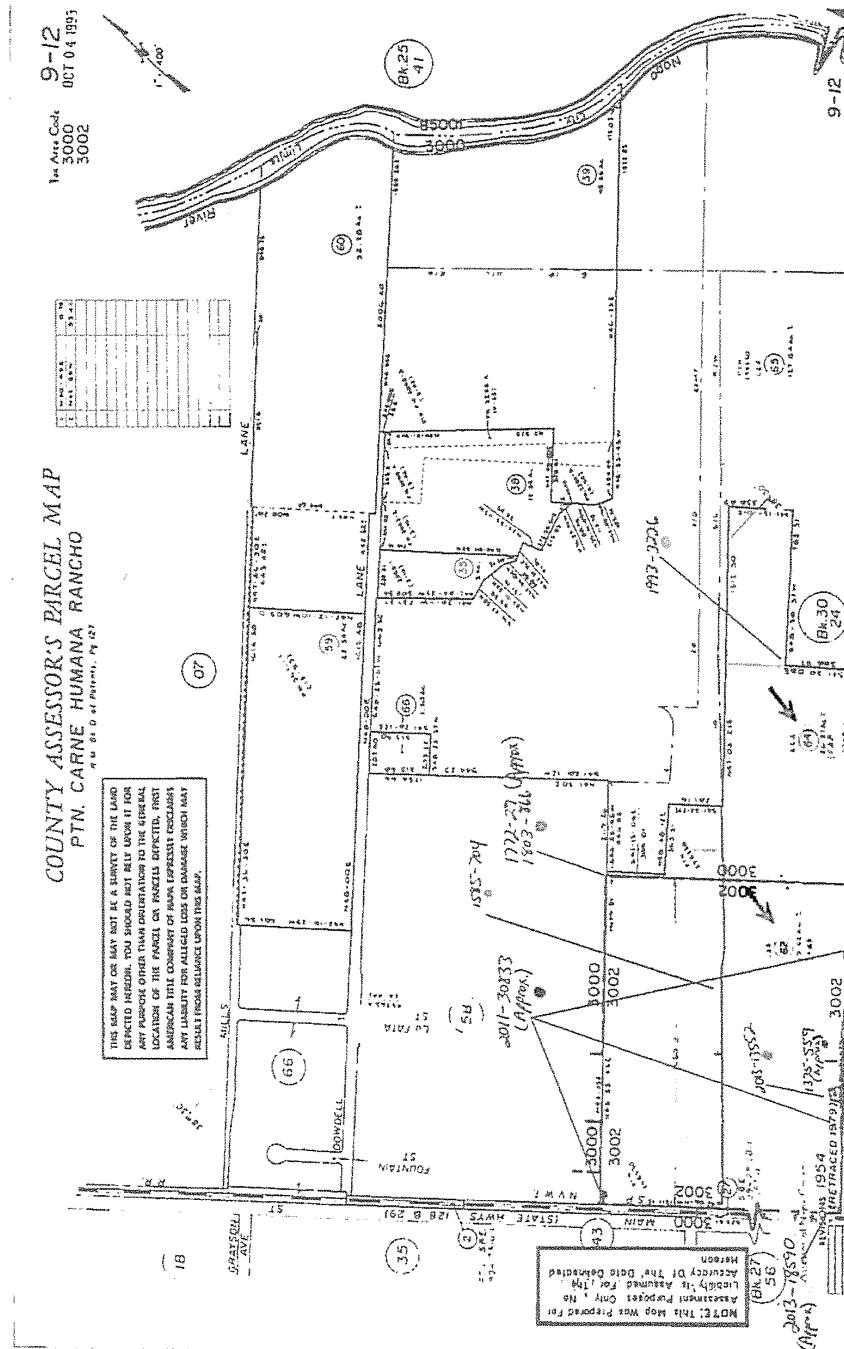
ADDRESS: 100 South St. Helena HWY, St. Helena, CA 94574

APN: 09-120-61

PROJECT NAME: 2016 Main Street Facility Retrofit.

Water for this facility is primarily supplied from onsite wells. No significant change in water use is expected with this project. This project does not require a new connection to the City of St. Helena's water supply system.

Sincerely,
-Tye Taylor – SHW Engineering Department.



**CITY OF ST. HELENA
PLANNING DEPARTMENT 1480 MAIN STREET- ST. HELENA, CA 94574
PLANNING COMMISSION**

April 18, 2017

AGENDA SECTION: Public Hearing

FILE NUMBER: PL17-014

SUBJECT: Beringer Vineyards ICON III Design Review

PREPARED BY: Lilly Bianco, Contract Planner

REVIEWED BY: Noah Housh, Planning Director

APPLICATION FILED: 02/21/17

ACCEPTED AS COMPLETE: 03/22/17

LOCATION OF PROPERTY: 1000 Pratt Avenue

APN: 009-010-026; 009-010-026

GENERAL PLAN/ZONING: Agriculture; A-20

APPLICANT: Scott Bartley, Hall and Bartley

PHONE: (707) 544-1642

PROPERTY DESCRIPTION

The subject property is located in northern St. Helena at 1000 Pratt Avenue and comprised of approximately 63 acres. The site has operated as the Beringer production facility since the 1970s and is separate from the Beringer hospitality operations located across Highway 29 at 2000 Main Street. The subject property is comprised of four buildings, appurtenant parking areas, and a wine tank farm and grape processing area. Areas not devoted to the production operation are planted in vineyards and primarily located around the site periphery. A portion of York Creek traverses the property and is located southeast of the grape processing area/tank farm. Along with the vineyards, a series of trees and shrubs provide screening along the property's Highway 29 and Pratt Avenue frontage.

The Beringer production facility has been in operation at this site since 1974. When originally approved, the facility was issued a conditional use permit; however, that use permit has since been lost. Available records indicate that the 1974 Environmental Impact Report (EIR), assumed an annual production capacity of 18,000 tons (equating to a fermentation capacity of approximately 4.3 million gallons or approximately 2.7 million gallons of finished wine)¹— this is also the amount the capacity exhibited by the production facility. Therefore, in the absence of the original use permit, the production

¹ As detailed by the applicant, 1 ton of grapes produces an average of 220 gallons of must to be fermented. Adding 10% to account for head space in the tank (required to keep the tank from overflowing during fermentation) results in a fermenting capacity requirement of 242 gallons per ton. Therefore 18,000 tons of production requires approximately 4,356,000 gallons of tank capacity.

amount specified in the EIR is understood to be the authorized amount and will be memorialized as part of this Design Review permit (See Attachment 1, Condition No.14)

PROJECT DESCRIPTION

Applicant, Scott Bartley, on behalf of Treasury Wine Estates, America, is requesting Design Review approval to replace eight (8) large format wine fermentation tanks with 130 smaller format wine fermentation tanks to encourage a higher level of quality. The decommissioning of eight large format tanks would effectively remove 796,800 gallons of production capacity and the introduction of 130 smaller format tanks would re-introduce capacity for 757,000 gallons. Therefore, while the replacement of larger format tanks with smaller tanks will necessitate the expansion of the tank farm area, it will not result in an increase of production capacity. Rather, the project would generate a net reduction in available production capacity of 39,800 (See Attachment 5).

The project would expand the existing tank farm area to the east and west. The larger of the two areas would be located to the west of the existing tank farm and would consist of approximately 42,000 square feet of new concrete slab that would support stainless steel fermentation and storage tanks on stands. The proposed fermentation and storage tanks would exhibit a maximum height of 17' and consistent with other small format tanks on site. The hoist at the grape receiving hopper would be approximately 25 feet tall, which is similar to the existing hoist at the site.

Similar to the western expansion, the eastern area would consist of approximately 16,700 square feet of concrete slab supporting small format stainless steel tanks on stands and with a maximum height of approximately 18'. The applicant has requested permission to reuse ten previously decommissioned 12,000 gallon fermentation tanks for rainwater capture to be located to the east of the existing barrel chais (storage) building located in the northeastern portion of the site.

In addition to the reconstitution of the tank farm, the applicant has also proposed the introduction of a new forklift path/ramp, the relocation and redesign of an existing receiving station and press pit, and a redesign of an existing weigh station and central scale house in an effort to improve traffic flow and simplify operations (**Attachment 6**).

Last, the applicant proposes landscaping along Highway 29 frontage and Pratt Avenue to supplement the existing landscaping and provide a greater level of screening for the proposed tank farm expansion. Specifically, the new landscaping is intended to fill in existing gaps in the landscape and provide a greater level of screening when the vineyards are dormant and unable to provide the same level of screening as during the growing season. Proposed landscaping would consist of trees, including red maple, incense cedar, London plane tree and coast live oak with shrubs such as pacific wax myrtle and CA Coffee berry along Highway 29 with incense cedar and coast live oak proposed for portions along Pratt Avenue property frontage.

ANALYSIS

GENERAL PLAN

The subject property exhibits a General Plan Land Use designation of Agriculture. The AG designation provides for agricultural uses, wineries, single-family residences, and

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public and quasi-public uses. The AG designation is applied to extensive areas of the valley floor that surround the urban core area. Policies applicable to the proposed project include the following:

- 2.6.1 New development should be required to occur in a logical and orderly manner within well-defined boundaries, and be consistent with the ability to provide urban services.
- 2.6.5 Encourage the continuation of agricultural and low-intensity uses adjacent to the Urban Limit Line.
- 2.6.58 Promote the continuity of agricultural activities within and adjacent to the City
- 6.3.1 Maintain agriculture as the mainstay of the local economy by preserving agriculturally designated lands as an invaluable and irreplaceable open space resource.

Staff Analysis

The proposed project activities would be confined to previously disturbed areas of the site and serve to improve site circulation and functionality and thereby enhance the viability of the agricultural use. As such, the project appears consistent with General Plan policies, and in particular, those named above.

ZONING

Consistent with the GP land use designation, 1000 Pratt Avenue exhibits a zoning designation of W: Winery. The W Zoning District provides for winery and winery-related uses within the Agriculture General Plan Land use designation. Lands devoted to the production of wine and vineyards which are owned by the winery are classified as W. Design Review is required for any new structures or exterior modifications to existing structures within the Winery Zoning District, discussed in more detail below under "Design Review.")

Parking

Pursuant to Zoning Code Section 17.124.030 and based on calculations provided by the applicant, the production facility requires 159 parking spaces. Following project implementation, 163 spaces would be available and therefore, available parking would exceed the amount required under the Zoning Code. Note that the calculations provided by the applicant categorize square footage devoted to administrative office *and* production both under "office" whereas storage space is categorized as "warehouse. The categorization of production under the "office" category may generate a more conservative assessment of necessary parking. Even so, based on the calculations provided, the site is able to accommodate the required parking. Please see Calculations, below:

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USE	AREA	STANDARD	PARKING SPACES REQ.
Office (Admin/Product.)	43,000sq-ft	1 per 300 sq-ft	144
Warehouse	258,000sq-ft	Five parking spaces plus one parking space for each 10,000 sq-ft of warehouse floor area, in excess of 25,000 sq-ft not to exceed 15 spaces	15
<i>Total Required</i>			<i>159</i>
Spaces to remain			163

Staff Analysis

Consistent with Zoning Code Section 17.24.060 “Development Standards,” the tanks and other components will exhibit a height less than 45 feet and would not result in lot coverage of greater than 50 percent. In addition, all new structures will be located within the requisite setbacks. In addition, to respond to “other uses, standards and requirements” and prescribed for uses authorized in the Winery Zoning District, enumerated under Code Section 17.24.070, the project would not inhibit the site’s ability to respond to public safety needs, would not increase the ambient noise environment currently exhibited by the site or cause new odors beyond those typical of a normal fermentation and wine storage. Last, as stated above, the available parking would be sufficient to meet the standards prescribed by Section 17.124.030(F) and 17.124.030(G). As such, the proposed project appears to be consistent with all applicable development standards and the goals and overall intent of the St. Helena General Plan.

WATER

In August 2015 and pursuant to Ordinance 2015-5 the City of St. Helena established mandatory water efficiency measures for new construction, and adopted water demand offset requirements enumerated in Chapter 13.12.050 of the Municipal Code. Amongst these provisions is the requirement that any “new development” (i.e. construction that would introduce any freestanding building that contains water-using fixtures, any floor area additions to existing nonresidential structures; or any residential additions or remodeling that increases the number of independent living units) offset new demand by an amount of water equal to the new demand on the city water system using the methodology defined in Section 13.12.050. The offset must be clearly demonstrated, to the satisfaction of the Director of Public Works.

Water use for the project is primarily sourced from on-site wells. No “new development” as defined above is proposed and no increase in the water use for the property is anticipated as a component of the project. Presently, the Beringer production facility relies primarily on well water, although the site is connected to the municipal water system to provide water for fire protection purposes and back up for domestic water.

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Given that the proposed project does not propose to increase water use as a component of the Design Review, that the project does not qualify as “new development” for the purposes of water neutrality, and that the a component of the project would introduce rainwater capture elements, no analysis or off-sets are required as a condition of project approval.

DESIGN REVIEW

The purpose of design review is to, among other things, promote the qualities that bring value to the community and foster attractiveness and functional utility of the community as a place to live and work. The Planning Commission must find that the project is consistent with the design criteria prescribed by Section 17.164.030 (detailed below) and exhibit a quality of design that is compatible with adjacent development, features a siting, scale, massing and architectural style that is generally consistent with the predominant development patterns, and that does not otherwise detract or negatively affect the established character of the surrounding neighborhood. Consistency findings related to the Design Review Criteria are enumerated, below.

Design Review Criteria.

1. Consistency and compatibility with applicable elements of the general plan.

The proposed project includes activities intended to improve wine quality and improve efficiency of operations which would encourage continued viability of the Beringer winery and continuity of their agricultural uses in St. Helena. Given that the project would help maintain the active agricultural use in St. Helena it is expected to be consistent with applicable General Plan policies. No aspect of the project would conflict with or otherwise prevent the attainment of any General Plan policies, goals, or objectives.

2. Compatibility of design with the immediate environment of the site;
*As detailed on project plans (**Attachment 6**), the proposed new tanks would be of a size and height less than that exhibited by the large format tanks proposed for decommissioning. The proposed tanks would appear substantially similar in design and materials to the smaller format tanks currently on site. All proposed machinery and tanks would be consistent with wine production components already on site and therefore would be compatible with the immediate environment on the site.*

3. Relationship of the design to the site;

The proposed tanks and machinery would be situated in what are currently underutilized areas or would simply consist of a reconfiguration needed to facilitate more efficient and safe circulation. The proposed features would be clustered in the same area as existing winery equipment and therefore generally maintain the existing configuration and spatial arrangement of the site. Likewise, the re-use of previously decommissioned tanks for rainwater capture will be oriented along the eastern elevation of a barrel storage building and largely screened from view.

4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character;

The Beringer production facility at 1000 Pratt is not considered to be an area with a unified design or historical character.

5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses;

As detailed above, the replacement tanks and production equipment will be clustered towards the center of the facility and with existing equipment and tanks. Further, to improve upon existing screening, the applicant will introduce a greater level of landscaping to the Highway 29 and Pratt Avenue frontage which will largely shield the view of the facility and encourage a harmonious transition between land uses located along each of the street frontages. As such, the project would appropriately promote a harmonious transition in scale and character between different land uses.

6. Compatibility with future construction both on and off the site;

The proposed tanks and equipment will be substantially similar to that existing and are typical components of wine production facility which are consistent with the established agricultural/industrial character of the site. As such, the proposed site modifications would not be expected to be incompatible with future construction on or off site

7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;

The proposed features are key components of a typical winery production facility and they are designed and configured with functionality in mind. Therefore, the design of the tanks and associated equipment would be appropriate to the function of the project.

8. Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;

The impetus for the project is to promote a higher level of wine quality, but also facilitate improved site circulation and functionality. The proposed configuration will improve circulation of grape trucks during harvest and other vehicles and streamline the various operations involved in grape delivery, pressing, fermentation, and processing which will provide an internal sense of order. The proposed landscaping along the front and side property lines will provide for a more desirable environment for visitors and passerby by softening and screening the agricultural production facility.

The applicant has confirmed that no noise generating equipment will be moved any closer to adjacent residential land uses and further, all proposed lighting

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will be downcast and shielded to prevent light trespass onto adjacent properties. As such, the planning and siting of various functions and site components is appropriate.

9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;

Landscaping is proposed along portions of the property with frontage on Highway 29 and Pratt Avenue to supplement existing landscaping and provide a greater level of screening during periods when vines are dormant. Landscaping will be introduced into areas as feasible. No landscaping will be introduced into leach field areas to avoid inhibiting the functionality of the fields.

10. Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept;

The proposed replacement tanks and new equipment will support the functionality and viability of the Beringer production facility and would support the main functions of the winery in a manner that is both functional and aesthetically compatible.

11. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;

No changes to the main site egress and ingress are proposed. Internally, the functions and equipment associated with grape receiving and processing will be improved to facilitate one way circulation that is more efficient and responsive to the winery operations.

12. Whether natural features are appropriately preserved and integrated with the project;

*As detailed in the biological memo (Attachment 5), York Creek flows through the Beringer Winery and is tributary to the Napa River. The portion of the creek within the winery property has a natural cobble bed, but is channelized and bordered by hardscape. Various species of trees including coast live oak (*Quercus agrifolia*) provide a broken, patchy riparian canopy along the creek. The entire proposed project is located within a currently hardscaped area where water is diverted away from the creek into the winery's stormwater management system. Given that the project is confined to existing hardscaped areas the introduction of the proposed winery equipment would not affect significant natural features.*

The applicant proposes the removal of four poplars which are ornamental trees and not considered important natural features necessitating preservation. Given the above, all important natural features would be appropriately preserved.

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13. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions;

The proposed features are key components of a typical winery production facility and they are designed and configured with functionality in mind. Therefore, the design of the tanks and associated equipment would be appropriate to the function and established character of the project site.

14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character;

The Beringer production facility at 1000 Pratt is not considered to be an area with a unified design or historical character.

15. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site;

The proposed landscape plan includes the addition of trees and shrubs to provide a greater level of screening along Highway 29 and Pratt Avenue. Proposed trees include Red Maple, incense cedar, London plane tree and coast live oak with shrubs such as pacific wax myrtle and CA Coffee berry along Highway 29 property frontage. To fill in gaps in landscaping along Pratt Avenue, the applicant proposes incense cedar and coast live oak. All proposed vegetation would blend in well with existing landscaping and would be effective at providing greater screening of the production facility. As such, the landscaping design concept appears appropriate for the site and would provide for a unified and compatible appearance.

16. Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena;

A number of proposed plants and trees are native and would be appropriate for the climate. Further, as mostly native trees and shrubs, the proposed vegetation would be relatively low maintenance and appear suitable for the purpose.

17. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.

The project will continue to divert and treat wastewater on site meeting the intent of BASMAA. Further, the landscaping is of a type that is appropriate for

the climate and requires either low or medium water use. As such, the proposed project promotes sustainability goals and climate protection.

CEQA

The project is exempt from the requirements of CEQA pursuant to Section 15301, which exempts the minor alteration of existing private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. Specifically, the project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

CORRESPONDENCE

No comments have been received as of the writing of this staff report.

STAFF RECOMMENDATION

The Planning and Community Improvement Department recommends that the Planning Commission adopt a resolution finding that:

1. The project is exempt from the requirements of CEQA pursuant to CEQA Section 15301.
2. Accepts the required findings and approves the requested Design Review for the Beringer ICON III Project to replace eight (8) large format wine fermentation tanks with 130 smaller format wine fermentation tanks to encourage a higher level of quality, introduce of a new forklift path/ramp, relocate and redesign the existing receiving station and press pit, redesign the existing weigh station and central scale house in an effort to improve traffic flow and simplify operations, and supplement landscaping along the property street frontages, and reuse 10 existing 12,000 gallon tanks for rainwater capture.

ATTACHMENTS

1. Resolution / Conditions of Approval
2. APN Map
3. Aerial View
4. Project Narrative
5. Capacity Calculations
6. Project Plans
7. Site Photos
8. Biological Memorandum, March 17, 2017

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CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO.

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA
GRANTING APPROVAL OF DESIGN REVIEW FOR THE BERINGER ICON III
PROJECT LOCATED AT 1000 PRATT AVE**

PROPERTY OWNER: Treasury Wine Estates, America **APN:** 009-010-026

Recitals

A. Whereas, Scott Bartley, on behalf of, Treasury Wine Estates, America, submitted an application for a Design Review permit to replace 8 large format wine fermentation tanks with 130 smaller format wine fermentation tanks, introduce a new forklift path/ramp relocate and redesign receiving station and press pit, redesign the weigh station, and central scale house in an effort to improve traffic flow and simplify operations, as well as introduce enhanced landscaping to improve screening, and re-use 10 previously decommissioned 12,000 gallon tanks for rainwater capture, and

B. Whereas, A staff report dated April 18, 2017 and incorporated herein by reference analyzed the projects consistency with the Design Criteria enumerated in Section 17.164.030 of the Municipal Code, and

C. Whereas, the Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on April 18, 2017, and

D. Now, therefore let it be found that, the Planning Commission approves the Design Review permit and authorizes the modifications contained in said plans based on the findings below and subject to the conditions of approval enumerated herein.

Resolution

1. The project is exempt from the requirements of CEQA pursuant to Section 15301, which exempts the minor alteration of existing private structures resulting in a negligible expansion of use. The proposed project is not subject to any of the exceptions to the use of a categorical exemption as outlined in CEQA Section 15300.2. The project site is not located on or near an environmentally sensitive area, is not visible from a scenic highway, is not included on a hazardous waste site, and will not impact historic resources or otherwise generate or contribute to any potentially significant impacts.

2. DESIGN REVIEW:

The purpose of design review is to, among other things, promote the qualities that bring value to the community and foster attractiveness and functional utility of the community as a place to live and work. The project therefore must be consistent with the design criteria prescribed by Section 17.164.030 (detailed below) and

exhibit a quality of design that is compatible with adjacent development, features a siting, scale, massing and architectural style that is generally consistent with the predominant development patterns, and that does not otherwise detract or negatively affect the established character of the surrounding neighborhood.

Design Review Criteria.

1. Consistency and compatibility with applicable elements of the general plan.

The proposed project includes activities intended to improve wine quality and improve efficiency of operations which would encourage continued viability of the Beringer winery and continuity of their agricultural uses in St. Helena. Given that the project would help maintain the active agricultural use in St. Helena it is expected to be consistent with applicable General Plan policies. No aspect of the project would conflict with or otherwise prevent the attainment of any General Plan policies, goals, or objectives.

2. Compatibility of design with the immediate environment of the site;
As detailed on project plans the proposed new tanks would be of a size and height less than that exhibited by the large format tanks proposed for decommissioning. The proposed tanks would appear substantially similar in design and materials to the smaller format tanks currently on site. All proposed machinery and tanks would be consistent with wine production components already on site and therefore would be compatible with the immediate environment on the site.

3. Relationship of the design to the site;

The proposed tanks and machinery would be situated in what are currently underutilized areas or would simply consist of a reconfiguration needed to facilitate more efficient and safe circulation. The proposed features would be clustered in the same area as existing winery equipment and machinery and therefore maintain the existing configuration.

4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character;

The Beringer production facility at 1000 Pratt is not considered to be an area with a unified design or historical character.

5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses;

As detailed above, the replacement tanks and production equipment will be clustered towards the center of the facility and with existing equipment and tanks. Further, to improve upon existing screening, the applicant will introduce a greater level of landscaping to the Highway 29 and Pratt Avenue frontage which will largely shield the view of the facility and encourage a harmonious transition between land uses located along each of the street frontages. As such, the

project would appropriately promote a harmonious transition in scale and character between different land uses.

6. Compatibility with future construction both on and off the site;

The proposed tanks and equipment will be substantially similar to that existing and are typical components of wine production facility which are consistent with the established agricultural/industrial character of the site. As such, the proposed site modifications would not be expected to be incompatible with future construction on or off site

7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;

The proposed features are key components of a typical winery production facility and they are designed and configured with functionality in mind. Therefore, the design of the tanks and associated equipment would be appropriate to the function of the project.

8. Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;

The impetus for the project is to promote a higher level of wine quality, but also facilitate improved site circulation and functionality. The proposed configuration will improve circulation of grape trucks during harvest and other vehicles and streamline the various operations involved in grape delivery, pressing, fermentation, and processing which will provide an internal sense of order. The proposed landscaping along the front and side property lines will provide for a more desirable environment for visitors and passerby by softening and screening the agricultural production facility.

The applicant has confirmed that no noise generating equipment will be moved any closer to adjacent residential land uses and further, all proposed lighting will be downcast and shielded to prevent light trespass onto adjacent properties. As such, the planning and siting of various functions and site components is appropriate.

9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;

Landscaping is proposed along portions of the property with frontage on Highway 29 and Pratt Avenue to supplement existing landscaping and provide a greater level of screening during periods when vines are dormant. Landscaping will be introduced into areas as feasible. No landscaping will be introduced into leach field areas to avoid inhibiting the functionality of leach fields.

10. Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept;

The proposed replacement tanks and new equipment will support the functionality and viability of the Beringer production facility and would support the main functions of the winery in a manner that is both functional and aesthetically compatible.

11. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;

No changes to the main site egress and ingress are proposed. Internally, the functions and equipment associated with grape receiving and processing will be improved to facilitate one way circulation that is more efficient and responsive to the winery operations.

12. Whether natural features are appropriately preserved and integrated with the project;

*As detailed in the biological memo (Attachment 5), York Creek flows through the Beringer Winery and is tributary to the Napa River. The portion of the creek within the winery property has a natural cobble bed, but is channelized and bordered by hardscape. Various species of trees including coast live oak (*Quercus agrifolia*) provide a broken, patchy riparian canopy along the creek. The entire proposed project is located within a currently hardscaped area where water is diverted away from the creek into the winery's stormwater management system. Given that the project is confined to existing hardscaped areas the introduction of the proposed winery equipment would not affect significant natural features.*

The applicant proposes the removal of four poplars which are ornamental trees and not considered important natural features necessitating preservation. Given the above, all important natural features would be appropriately preserved.

13. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions;

The proposed features are key components of a typical winery production facility and they are designed and configured with functionality in mind. Therefore, the design of the tanks and associated equipment would be appropriate to the function and established character of the project site.

14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character;

The Beringer production facility at 1000 Pratt is not considered to be an area with a unified design or historical character.

15. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors

create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site;

The proposed landscape plan includes the addition of trees and shrubs to provide a greater level of screening along Highway 29 and Pratt Avenue. Proposed trees include Red Maple, incense cedar, London plane tree and coast live oak with shrubs such as pacific wax myrtle and CA Coffee berry along Highway 29 property frontage. To fill in gaps in Landscaping along Pratt Avenue, the applicant proposes incense cedar and coast live oak. All proposed vegetation would blend in well with existing landscaping and would be effective at providing greater screening of the production facility. As such, the landscaping design concept appears appropriate for the site and would provide for a unified and compatible appearance.

16. Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena;

A number of proposed plants and trees are native and would be appropriate for the climate. Further, as mostly native trees and shrubs, the proposed vegetation would be relatively low maintenance and appear suitable for the purpose.

17. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.

The project will continue to divert and treat wastewater on site meeting the intent of BASMAA. Further, the landscaping is of a type that is appropriate for the climate and requires either low or medium water use. As such, the proposed project promotes sustainability goals and climate protection.

F. Now therefore be it further resolved that, the Design Review for the above described project is granted subject to compliance with all applicable provisions of the Zoning Code subject to each of the following conditions. Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

Conditions of Approval

1. The Permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.
2. The plans submitted for building permit review shall be in substantial conformance with the plans approved by the Planning Commission on April 18, 2017 except as modified by the following conditions.

3. The Design Review permit shall be vested within one (1) year from the date of approval. A building permit for the use allowed under this approval shall have been obtained within one (1) year from the effective date of the Use Permit and Design Review decision or these approvals shall expire; provided however that the approved Use Permit and Design Review may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.030, Extension of Permits and Approvals.
4. The Design Review permit shall become effective fourteen (14) calendar days after approval, provided that the action is not appealed by the City Council or any other interested party within that 14 day period.
5. Any request for an extension of the Design Review permit must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.
6. All required fees, including planning fees, development impact fees, building fees, retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.
7. Prior to issuance of construction permits, compliance with conditions of approval shall be clearly identified on all plans. A copy of approved plans with the conditions listed *on* said plans shall be maintained on-site during construction activities.
8. Conditions shall be achieved at such a time as determined by the City and shall be achieved at the requisite stage and before issuance of certificate of occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
9. The applicant shall defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
10. This Design Review approval shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
11. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
12. A building permit is required for any onsite demolition, construction or change of occupancy.

13. A periodic site inspection shall be performed at least bi-annually to ensure that decommissioned tanks remain unused and shall be performed until such a time as the de-commissioned tanks are removed from tank farm area. The inspection will require a fee of up to one-hour of staff time per visit to cover the cost for each visit.
14. This action memorializes the tank capacity permitted on site as 4.3 million gallons for the Beringer production facility.

Public Works Department Conditions of Approval

15. The project will create and/or replace 5,000 square feet or more of impervious area and thus the project is considered a "Regulated Project" under the Bay Area Stormwater Management Agencies Association (BASMAA), which is the low impact development approach for implementing Provision E.12 of the State's Phase II Small Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). Prior to issuance of any building permit or grading permit, provide a Stormwater Control Plan in accordance with the requirements of the BASMAA Post-Construction Manual available from the Public Work Department website at: <http://www.ci.st-helena.ca.us/sites/default/files/BASMAA%20Post-Construction%20Manual.pdf>.
16. Alternatively, if the existing onsite Storm Water Pollution Prevention Plan (SWPPP) and associated infrastructure is proposed to satisfy BASMAA requirements, please provide an analysis that demonstrates the existing onsite treatment procedures and facilities meet and/or exceed the level of treatment and retention (e.g. sizing calculations) required by the Bay Area Stormwater Management Agencies Association and Provision E.12 of the Phase II Small MS4 General Permit. A copy of the General Permit requirements is available on the web at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml
17. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
18. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
19. Improvement plans shall incorporate all grading, drainage, and utilities shown on the approved Design Review package, those improvements agreed to in public

hearings, the requirements of these conditions of approval, and those improvements required by any codes in effect at the time of plan submittal.

20. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum.
21. Site plans submitted for the building permit review shall identify the location of any trees within the project area. Additionally, please identify all existing vegetation including location, species, and sizes and indicate what vegetation is to be protected or removed.
22. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO). MWELO compliance shall be demonstrated as part of the building permit submittal.
23. The Applicant shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
24. Remodels or new construction which requires fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
25. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.
26. Trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.
27. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.

Fire Department Conditions of Approval

28. If the tanks are to be foam coated for insulation, provide specifications on the material and method of fire protection/flame spread for the insulation for review and approval by the Fire Chief prior to issuance of building permit approval.

Building Department Conditions of Approval

29. A building permit is required for all onsite demolition, construction and/or change of occupancy.
30. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2016 Title 24 codes.
31. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
32. The applicant shall provide a construction waste management plan with the building permit application.
33. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
34. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

I HEREBY CERTIFY that the foregoing Design Review permit was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on April 18, 2017 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Grace Kistner
Chair, Planning Commission

Noah Housh,
Planning and Community
Improvement Director

I:\Volumes\Andy's Public Folder\Active Jobs\2016 Projects\1614 Beringer Icon 3\1614 Project Files\1614 BERINGER ICON 3-
DESIGN REVIEW-Rev-4-11:17: pin4/12/17

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BERINGER VINEYARDS

ICON III

DESIGN REVIEW

LIST OF CONSULTANTS

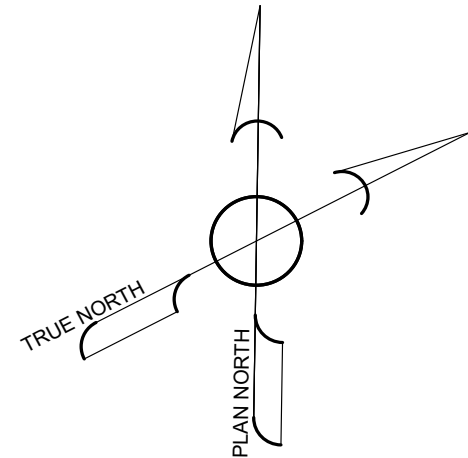
CIVIL ENGINEER Coffman Engineers 1939 Harrison Street, Suite 320 Oakland, CA 94612 (510) 251-9578 Fax: Contact: Roy Worthen	LANDSCAPE ARCHITECT Quadriga Landscape Architecture & Planning 1212 4th Street Santa Rosa, Ca 95404 (707) 546-3561 Fax: Contact: Bill Mastick	ELECTRICAL ENGINEER Knight's Electric 11410 Old Redwood Hwy Windsor, CA 95492 (707) 433-6931 Fax: (707) 431-2342 Contact: Art Knight
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ABBREVIATIONS		SYMBOLS		DRAWING INDEX			PROJECT DATA		
A.B. ANCHOR BOLT A.C. ASPHALT CONCRETE ACCES. ACCESSORIES A.D. AREA DRAIN A.F.F. ABOVE FINISH FLOOR AGG. AGGREGATE AL. ALUMINUM A.P. ACCESS PANEL APPROX. APPROXIMATELY ARCHT. ARCHITECT BLDG. BUILDING BLKG. BLOCKING BM. BEAM B.N. BOUNDARY NAILING B.O. BOTTOM OF B.S. BOTH SIDES BTU. BRITISH THERMAL UNIT CAB. CABINET CARP. CARPET C.B. CARRIAGE BOLT C.I. CAST IRON C.J. CONTROL JOINT C.L. CENTER LINE CLG. CEILING CLOS. CLOSET CLR. CLEAR C.M.P. CORRUGATED METAL PIPE C.M.U. CONCRETE MASONRY UNIT COL. COLUMN CONC. CONCRETE CONT. CONTINUOUS DBL. DOUBLE D.F. DOUGLAS FIR DEPT. DEPARTMENT D.I. DROP INLET DIA. DIAMETER DIM. DIMENSION DN. DOWN DN.S. DOWN SPOUT DWG. DRAWINGS (E) EXISTING E.A. EXPANSION JOINT ELEV. ELEVATION ELEC. ELECTRICAL ELEV. ELEVATION EQ. EQUAL E.S. EACH SIDE E.W. EACH WAY EXIST. EXISTING EXT. EXTERIOR F.C. FINISH CEILING F.D. FLOOR DRAIN F.F. FINISH FLOOR FIN. FINISH F.O. FACE OF F.O.M. FACE OF MASONRY F.O.S. FACE OF STUD FTG. FEET OR FOOT FOOTING GA. GALLON GALV. GALVANIZED G.B. GRAIN-BAR G.L.B. GLUED-LAMINATED BEAM G.S. GRAVEL STOP G.S.M. GALVANIZED SHEET METAL GYP. GYPSUM H.B. HOSE BIBB H.C. HANDICAP HDL. HEADER HDWL. HARDWARE HORIZ. HORIZONTAL H.P. HORSE-POWER HR. HOUR HT. HEIGHT	I.D. INSIDE DIAMETER I.E. INVERT ELEVATION INT. INTERIOR INV. INVERT IND. INDUSTRIAL WASTE JST. JOIST LAV. LAVATORY LBS. POUNDS L.F. LINEAR FEET MAX. MAXIMUM M.B. MACHINE BOLT MECH. MECHANICAL MEMB. MEMBRANE MFG. MANUFACTURER M.H. MANHOLE MIN. MINIMUM MISC. MISCELLANEOUS M.L.W. MALLEABLE IRON WASHER MTL. METAL (N). NEW N.G. NATURAL GRADE N.I.C. NOT IN CONTRACT NO. NUMBER N.T.S. NOT TO SCALE O.P. OVER O.C. ON CENTER O.D. OUTSIDE DIAMETER O.F.R.D. OVER FLOW ROOF DRAIN P.E.N. PLYWOOD EDGE NAILING P.L. PROPERTY LINE PLAM. PLASTIC LAMINATE PLUMB. PLUMBING PLY. PLYWOOD P.S.F. POUNDS PER SQUARE FOOT P.S.I. POUNDS PER SQUARE INCH P.T.D.F. PRESSURE TREATED DOUGLAS FIR P.V.C. POLYVINYL CHLORIDE Q.T. QUARRY TILE R. RADIUS OR RISER R.A. RETURN AIR R.C.P. REINFORCED CONCRETE PIPE R.D. ROOF DRAIN REFRIG. REFRIGERATOR REF. REINFORCED REQ'D. REQUIRED R.W. RIGHT OF WAY RWD. REDWOOD R.W.L. RAIN WATER LEADER S.A. SCHEDULE SCHED. SCHEDULE SHT. SHEET SIM. SIMILAR S.N. SEE NOTE SPEC. SPECIFICATION SQ. SQUARE S.S. STAINLESS STEEL S.S. SANITARY SEWER STA. STATION STD. STANDARD STOR. STORAGE STRUCT. STRUCTURAL T & B TOP AND BOTTOM T & G TONGUE AND GROOVE TEMP. TEMPORARY OR TEMPERED T.O. TOP OF T.S. TUBE STEEL TYP. TYPICAL U.B.C. UNIFORM BUILDING CODE U.L. UNDERWRITERS LABORATORY UN.O. UNLESS NOTED OTHERWISE U.N.O. VERTICAL V.G. VERTICAL GRAIN V.I.F. VERIFY IN FIELD W. WITH W.C. WATER CLOSET WD. WOOD W.H. WATER HEATER W.R. WATER RESISTANT W/O. WITHOUT W.W.F. WELDED WIRE FABRIC	100 ENTRY A A1 ROOM NAME & NUMBER SECTION SECTION IDENTIFICATION SHEET WHERE SECTION IS SHOWN 1 A1 DETAIL DETAIL NUMBER SHEET WHERE DETAIL IS SHOWN 1 GRID LINE 1 WINDOW SYMBOL & NUMBER 1 DOOR SYMBOL & NUMBER 1 APPLIANCE SYMBOL & NUMBER 1 PLUMBING FIXTURE SYMBOL & NUMBER 1 WOOD, FINISH WOOD, FRAMING, THROUGH MEMBER WOOD, FRAMING, BLOCKING PLYWOOD GYPSUM BOARD CONCRETE CONCRETE MASONRY UNITS METAL TILE RIGID INSULATION BATT INSULATION EXISTING WALL EXISTING WALL TO BE REMOVED NEW WALL	SHEET DESCRIPTION DATE COVER SHEET T0.1 Title Sheet, Abbreviations, Symbols, Vicinity Map, Project Data, Drawing Index 4/12/17 T1.0 Overall Site Plan 4/12/17 T1.1 Existing/ demo Site Plan 4/12/17 T1.2 Circulation Site Plan 4/12/17 T1.3 Site Plan: Tank Capacity 4/12/17 CIVIL C1.0 General Notes 4/12/17 C2.0 Erosion and Sediment Control Plan 4/12/17 C2.1 Erosion and Sediment Control Details and Notes 4/12/17 C3.0 Civil Site Plan and Utilities for South Tank Farm Expansion 4/12/17 C3.1 Civil Site Plan for North Tank Farm Expansion 4/12/17 C4.0 Grading & Drainage Plan for South Tank Farm Expansion 4/12/17 C4.1 Grading & Drainage Plan for North Tank Farm Expansion 4/12/17 C5.0 Details and Site Sections 4/12/17 ARCHITECTURAL A1.0 Floor Plan: West Tank Farm 4/12/17 A1.1 Floor Plan: East Tank Farm 4/12/17 A2.0 Overall Exterior Elevations 4/12/17 A2.1 Key Site Plan & Photos 4/12/17 LANDSCAPE L1.0 Planting Concept Plan 11/03/16 L1.1 Schematic Planting Plan 3/16/17 ELECTRICIAL 1 of 1 Plan View, Luminaire Schedule & Statistics 09/26/16	SHEET DESCRIPTION DATE A.L.T.A./ A.C.S.M. SUBURBAN LAND TITLE SURVEY 1 of 11 Legal Description, Vicinity Map 1/05/96 2 of 11 General Notes 1/05/96 3 of 11 Boundary Dimension Sheet 1/05/96 4 of 11 Boundary Dimension Sheet 1/05/96 5 of 11 Legend 1/05/96 6 of 11 Survey Map 1/05/96 7 of 11 Survey Map 1/05/96 8 of 11 Survey Map 1/05/96 9 of 11 Missing Page 1/05/96 10 of 11 Survey Map 1/05/96 11 of 11 Survey Map 1/05/96	Owner: Treasury Wine Estates 610 Airpark Road Napa, Ca 94558 Address: 1000 Pratt Ave St. Helena, CA 94574 Assessor's Parcel Number: 09-010-026 Lot Size: 53.11 Acres Floor Area: New Concrete Slab 58,651 Sq. Ft.	VICINITY MAP	Title Sheet LIST OF CONSULTANTS: ARCHITECTS: HALL & BARTLEY PROJECT DATA: VICINITY MAP DRAWING INDEX PROJECT 1614 DRAWN AM CHECK SPB SCALE DATE 4/12/17	T0.1	

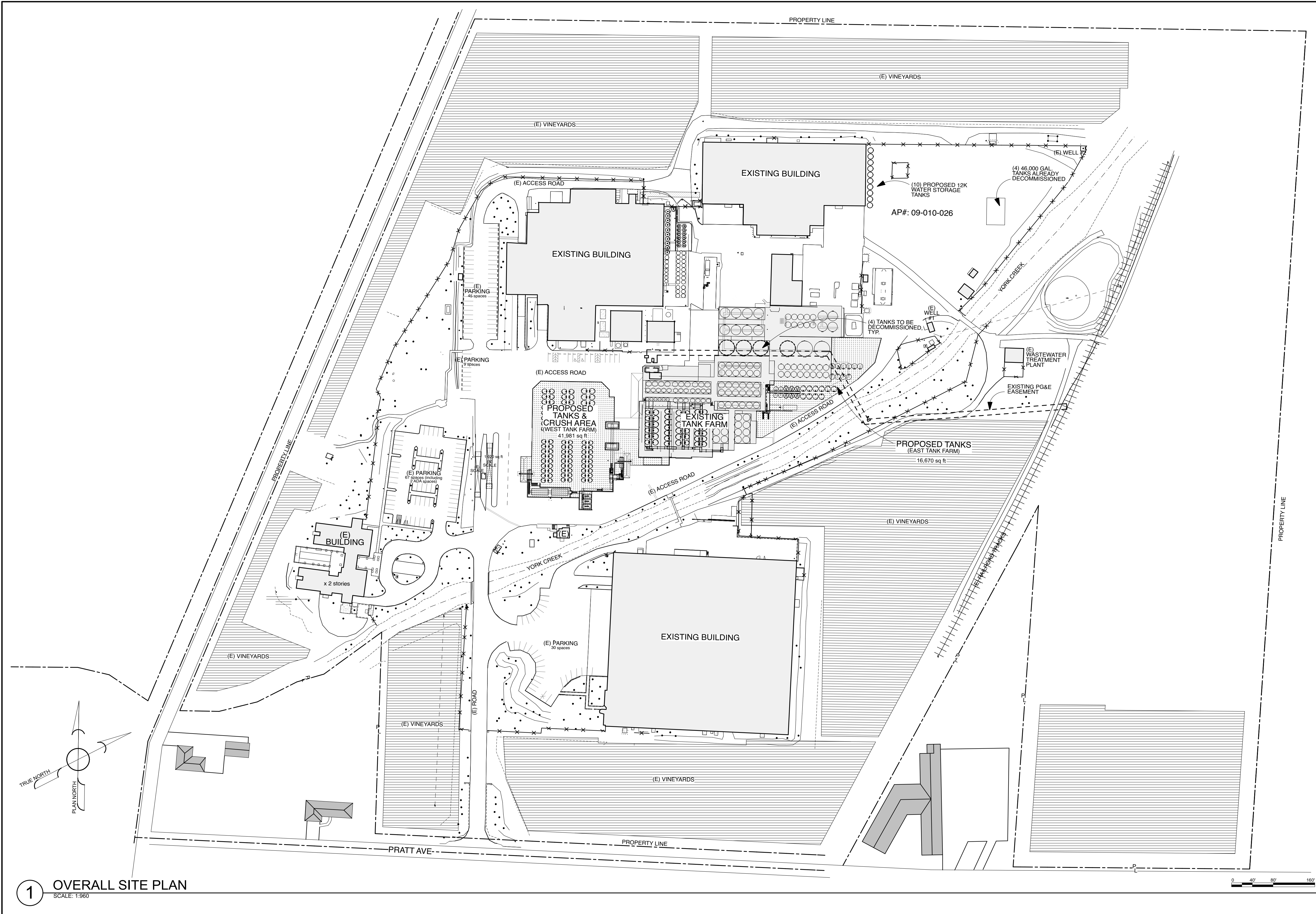
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CALIFORNIA
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1 OVERALL SITE PLAN
SCALE: 1/160



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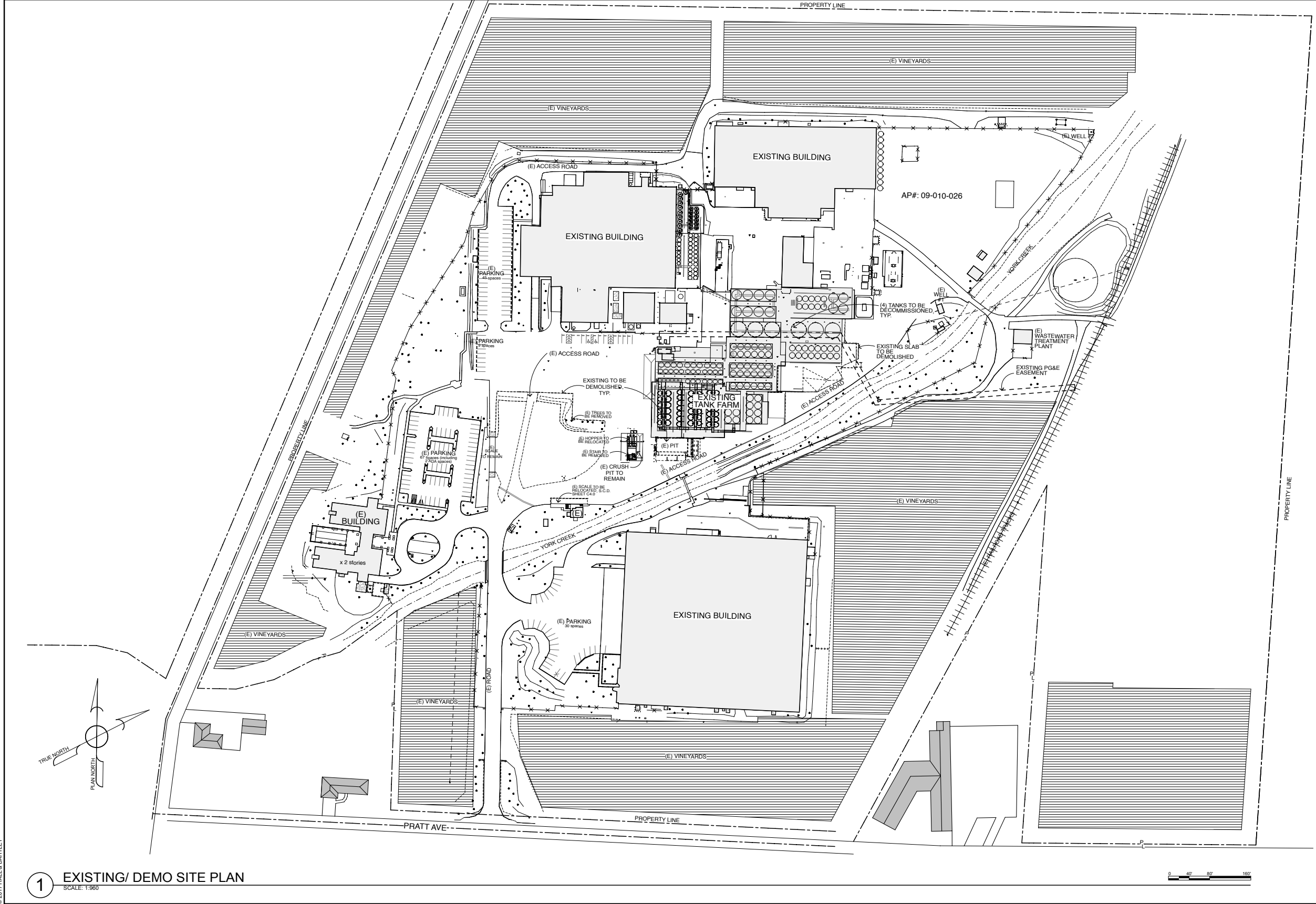
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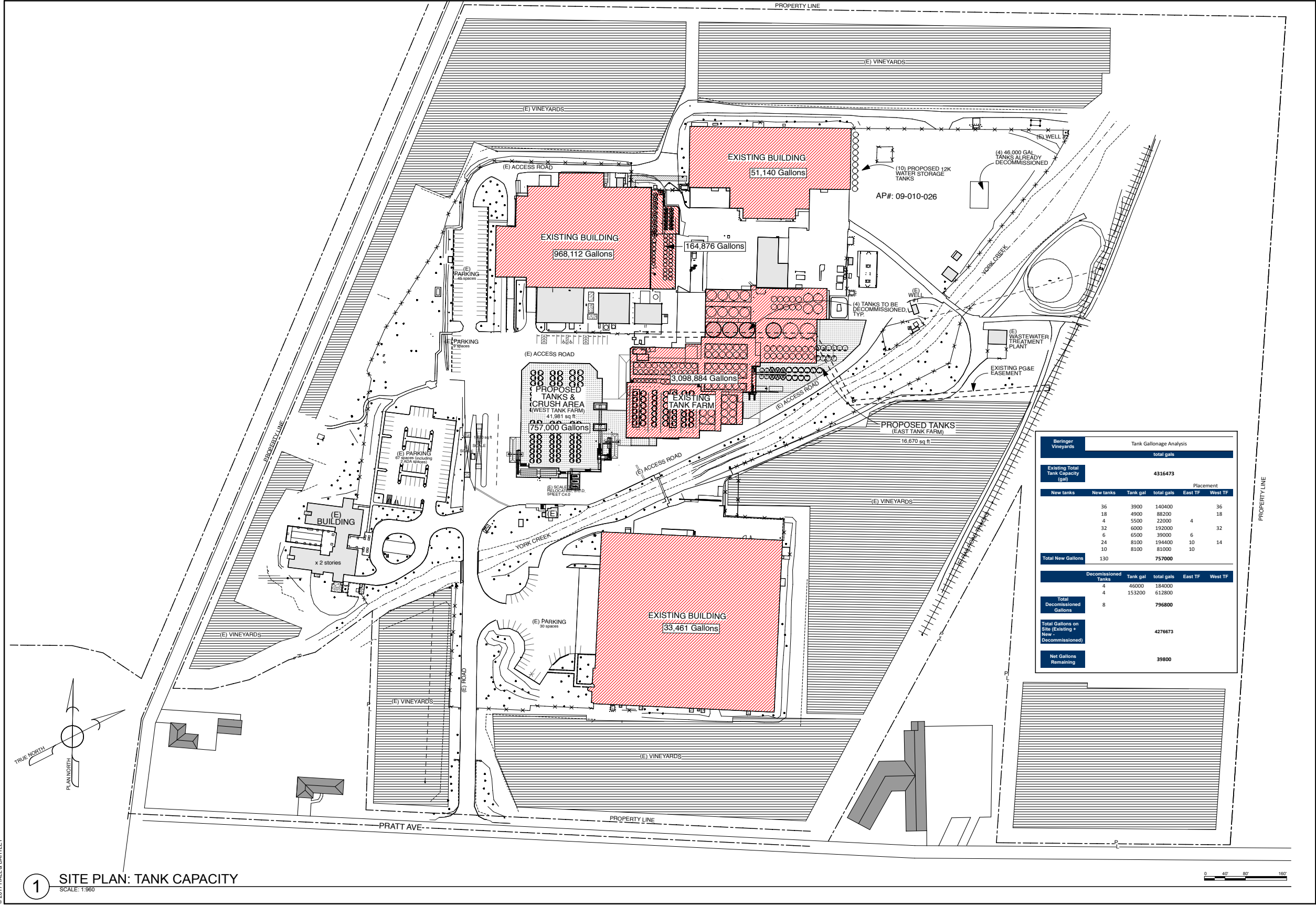
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Beringer Vineyards Tank Gallage Analysis						
total gals						
Existing Total Tank Capacity (gal)	4316473					
New tanks	New tanks	Tank gal	total gals	Placement		
				East TF	West TF	
36	3900	140400			36	
18	4900	88200			18	
4	5500	22000	4			
32	6000	192000			32	
6	6500	39000	6			
24	8100	194400			14	
10	8100	81000			10	
Total New Gallons		130	757000			
Decommissioned Tanks						
Decommissioned Tanks		Tank gal	total gals	East TF	West TF	
4		46000	184000			
4		153200	612800			
Total Decommissioned Gallons		8	796800			
Total Gallons on Site (Existing + New - Decommissioned)			4276673			
Net Gallons Remaining			39800			

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ICON III
1000 PRATT AVE
NAPA COUNTY
ST HELENA
CALIFORNIA

SITE PLAN: TANK
CAPACITY

PROJECT 1614
DRAWN AM
CHECK SPB
SCALE AS NOTED
DATE 2/16/17

T1.3

DESIGN REVIEW

ICON III

BERINGER VINEYARDS

1000 PRATT AVE., ST. HELENA, CA 94574

GENERAL NOTES

1. WORK AND MATERIALS SHALL COMPLY WITH THE CONSTRUCTION DOCUMENTS AND THE REQUIREMENTS AND STANDARDS OF THE AUTHORITIES HAVING JURISDICTION. IF STANDARDS ARE NOT PROVIDED BY THE AUTHORITIES HAVING JURISDICTION, WORK AND MATERIALS SHALL COMPLY WITH THE MOST CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT ONE-CALL NUMBER 811 TWO BUSINESS DAYS PRIOR TO EXCAVATION.
3. INFORMATION ON EXISTING CONDITIONS AND BOUNDARIES / RIGHT OF WAY SHOWN ON THESE PLANS WAS OBTAINED FROM A SURVEY NOT PERFORMED BY COFFMAN ENGINEERS. NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND REQUIRED ELEVATIONS AT THE SUBJECT SITE. VERIFY THE LOCATION AND SIZE OF EXISTING UTILITIES BEFORE PROCEEDING WITH CONSTRUCTION ACTIVITIES, INCLUDING UNDERGROUND AND OVERHEAD UTILITIES, UTILITY STRUCTURES, POINTS OF CONNECTION, AND UTILITY CROSSINGS. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR EXCEPTIONS ENCOUNTERED PRIOR TO PROCEEDING. ANY COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR.
4. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF APPROVED CONSTRUCTION DOCUMENTS (INCLUDING ADDENDA) ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
5. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET THE REQUIREMENTS AND STANDARDS OF THE AUTHORITIES HAVING JURISDICTION.
6. ALL MATERIALS, REQUIRED FOR THE COMPLETE EXECUTION OF THE PROJECT, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
7. THE DRAWINGS INDICATE LOCATIONS, DIMENSIONS, REFERENCES, AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT INDICATE EVERY CONDITION. WORK NOT FULLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE FULLY DETAILED.
8. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE APPROVALS AND PERMITS FROM THE AUTHORITIES HAVING JURISDICTION PRIOR TO PROCEEDING WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL COORDINATE WITH THE AUTHORITIES HAVING JURISDICTION TO CONFIRM INSPECTION, TESTING, AND CERTIFICATION REQUIREMENTS.
9. CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAA).
10. EXISTING PROPERTY CORNERS AND SURVEY MONUMENTS SHALL BE PROTECTED DURING CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED BY A PROFESSIONAL SURVEYOR AT THE CONTRACTOR'S EXPENSE.
11. THE CONTRACTOR SHALL HAVE A SUPERINTENDENT OR REPRESENTATIVE ON SITE AT ALL TIMES DURING CONSTRUCTION.
12. SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COMPLIED WITH AS SET FORTH BY OSHA.
13. THE CONTRACTOR SHALL HAVE THE APPROPRIATE LICENSES TO PERFORM THE SPECIFIED WORK IN CONFORMANCE WITH THE AUTHORITIES HAVING JURISDICTION.
14. CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MUFFLED. UNNECESSARY IDLING OF GRADING CONSTRUCTION EQUIPMENT IS PROHIBITED.
15. MAINTAIN EXISTING UTILITIES AND PROTECT THEM AGAINST DAMAGE DURING CONSTRUCTION. DO NOT INTERRUPT EXISTING UTILITIES SERVING ADJACENT OCCUPIED OR OPERATING FACILITIES UNLESS AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO OWNER AND AUTHORITIES HAVING JURISDICTION.
16. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB; IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER AND OWNER.
17. AREAS DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE CONSTRUCTED OR RESTORED TO ORIGINAL CONDITIONS OR BETTER, TO THE SATISFACTION OF THE OWNER, AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING CONDITIONS PRIOR TO CONSTRUCTION ACTIVITIES AND ANY DAMAGE THAT MAY OCCUR.
18. REMOVE WASTE MATERIALS AND DEBRIS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM IN AN EPA-APPROVED LANDFILL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.
19. REFER TO ARCHITECTURAL AND STRUCTURAL DOCUMENTS FOR ADDITIONAL INFORMATION REGARDING CONSTRUCTION OF STRUCTURES, ENCLOSURES, STAIRS, SIDEWALKS/PATHS, TANK FARMS, AND WINERY FACILITIES.
20. RECORD DRAWINGS IDENTIFYING AND ACCURATELY LOCATING SUBSURFACE UTILITIES AND IMPROVEMENTS AND NOTING AS-CONSTRUCTED CONDITIONS SHALL BE PROVIDED BY THE CONTRACTOR AT THE END OF CONSTRUCTION.

DEMOLITION NOTES

1. MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING ADJACENT OCCUPIED OR OPERATING FACILITIES UNLESS AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO OWNER AND AUTHORITIES HAVING JURISDICTION.
2. COORDINATE DEMOLITION OPERATIONS AND ANY REQUIRED UTILITY RELOCATIONS WITH THE OWNER AND APPROPRIATE UTILITY PURVEYOR, INCLUDING REQUIREMENTS AND SCHEDULING.
3. COORDINATE EXTENT OF DEMOLITION WITH PROPOSED IMPROVEMENTS. CONTRACTOR SHALL REVIEW THE PROJECT LIMITS TO DETERMINE THE QUANTITY AND TYPE OF DEMOLITION WASTE MATERIAL AND DEBRIS TO BE INCLUDED IN THEIR BID. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING, AND RELOCATING IF NECESSARY, ANY ITEMS NOT OTHERWISE NOTED THAT CONFLICT WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTING ITEMS NOT SHOWN ON THE PLANS THAT MUST BE REMOVED OR RELOCATED. FAILURE TO NOTIFY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF COST RESPONSIBILITY FOR REMOVING REQUIRED ITEMS.
4. COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE BEGINNING DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
5. CONDUCT DEMOLITION ACTIVITIES AND DEBRIS REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, WALKWAYS, AND OTHER ADJACENT FACILITIES.
6. REMOVE OBSTRUCTIONS, TREES, SHRUBS, GRASS, AND OTHER VEGETATION TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVAL OF TREES AND SHRUBS WITHIN AREA OF NEW CONSTRUCTION SHALL INCLUDE DIGGING OUT STUMPS AND OBSTRUCTIONS AND GRUBBING ROOTS. REMOVAL OF TREES IN AREAS ADJACENT TO TREES THAT ARE TO REMAIN AND BE PROTECTED SHALL INCLUDE TREE REMOVAL AND GRINDING OF STUMP TO 3' BELOW FINISHED GRADE. STUMP AND ROOT REMOVAL IS NOT ALLOWED IN THESE AREAS TO PRESERVE HEALTH OF ADJACENT TREES.
7. ALL CONCRETE AND ASPHALT SURFACES INDICATED TO BE REMOVED, SHALL BE SAWCUT.

EARTHWORK & GRADING NOTES

1. SITE PREPARATION, GRADING, EXCAVATION AND FILL REQUIREMENTS BELOW THE PROPOSED IMPROVEMENTS, EMBANKMENTS, AND UTILITY TRENCHING SHALL BE COMPLETED IN CONFORMANCE WITH CITY OF ST. HELENA STANDARD SPECIFICATIONS AND THE GEOTECHNICAL ENGINEERING EVALUATION FOR THE SUBJECT SITE.
2. EXAMINE EXPOSED SUBGRADES AND BASE SURFACES FOR COMPLIANCE WITH REQUIREMENTS FOR DIMENSIONAL, GRADING, AND ELEVATION TOLERANCES. PREVENT SURFACE WATER AND GROUNDWATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES AND BASE SURFACES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. PROTECT SUBGRADES AND BASE SURFACES FROM SOFTENING, UNDERMINING, WASHOUT, DAMAGE BY RAIN OR WATER ACCUMULATION, AND AGAINST FREEZING TEMPERATURES AND FROST.
3. REFER TO LANDSCAPE DOCUMENTS FOR ADDITIONAL INFORMATION REGARDING LANDSCAPE GRADING, LANDSCAPE DRAINS, PLACEMENT OF TOPSOIL, AND COORDINATION BETWEEN LANDSCAPING AND STORM WATER MANAGEMENT IMPROVEMENTS.
4. SPOT ELEVATIONS ARE FOR FINISH GRADE UNLESS OTHERWISE NOTED.
5. UNLESS ELEVATIONS AND/OR CONTOURS ARE OTHERWISE SHOWN, NEW FINISH GRADE SURFACES SHALL BE PLACED TO ALLOW FOR POSITIVE DRAINAGE TO RUNOFF COLLECTION DEVICES OR FACILITIES. MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDINGS. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
6. GROUNDWATER OR UNANTICIPATED SUBSURFACE CONDITIONS SHALL BE REPORTED TO THE GEOTECHNICAL ENGINEER FOR ASSESSMENT AND RECOMMENDATIONS.
7. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HERON OR ATTACHED HERETO. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND UNAPPROVED GRADING WORK SHALL BE REMOVED AND REDONE AT THE CONTRACTORS EXPENSE.
8. COMPACTION EFFORTS AND MASS GRADING SHALL BE MONITORED AND TESTED BY AN EXPERIENCED SOILS TECHNICIAN, UNDER THE SUPERVISION OF A LICENSED GEOTECHNICAL ENGINEER REPRESENTING THE OWNER.
9. A CAL-OSHA PERMIT IS REQUIRED FOR EXCAVATIONS OR TRENCHING GREATER THAN 5 FEET IN DEPTH.
10. NO CUT OR FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).

PAVING NOTES

1. DO NOT APPLY PAVEMENT MATERIALS IF SUBGRADE IS WET OR EXCESSIVELY DAMP, OR IF RAIN IS IMMINENT OR EXPECTED BEFORE TIME REQUIRED FOR ADEQUATE CURE. SURFACE AND AIR TEMPERATURES SHALL CONFORM TO REQUIREMENTS OF CALTRANS STANDARD SPECIFICATIONS.
2. COMPLY WITH CITY OF ST. HELENA STANDARD SPECIFICATION FOR HOT MIX ASPHALT PAVEMENT.
3. WHERE NEW ASPHALT PAVEMENT JOINS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAWCUT TO A NEAT, VERTICAL EDGE AND TACKED WITH ASPHALT EMULSION IN ACCORDANCE WITH CITY OF ST. HELENA SPECIFICATIONS.
4. COMPLY WITH CITY OF ST. HELENA STANDARD SPECIFICATION REQUIREMENTS FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CEMENT CONCRETE PAVEMENT.
5. APPLY PAVEMENT MARKING MATERIALS TO CLEAN, DRY PAVEMENT SURFACES ACCORDING TO CITY OF ST. HELENA STANDARD SPECIFICATION. PAVEMENT MARKINGS SHALL COMPLY WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
6. CONSTRUCTION STAKING FOR CURB AND GUTTER, PAVEMENT GRADES, SIDEWALK GRADES, AND ANY OTHER VERTICAL AND/OR HORIZONTAL ALIGNMENT SHALL BE PROVIDED BY A SURVEYING OR ENGINEERING FIRM CAPABLE OF PERFORMING SUCH WORK.
7. STRIPING AND SIGNAGE PER ARCHITECT PLANS.

UTILITY & DRAINAGE NOTES

1. DRAWING PLANS AND DETAILS INDICATE GENERAL LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITY AND STORM DRAIN PIPING. LOCATION AND ARRANGEMENT OF PIPING LAYOUT TAKE DESIGN CONSIDERATIONS INTO ACCOUNT. INSTALL PIPING AS INDICATED, TO EXTENT PRACTICAL. WHERE SPECIFIC INSTALLATION IS NOT INDICATED, FOLLOW PIPING MANUFACTURER'S WRITTEN INSTRUCTIONS AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
2. STORM DRAIN SHALL BE STUBBED FIVE (5) FEET OUTSIDE OF THE NEW TANK FARM AREA. THE SITE CONTRACTOR SHALL COORDINATE CONTINUATION OF STORM DRAIN AND CONNECTIONS WITH THE CONTRACTOR AND ARCHITECTURAL PLANS. A PLUGCAP SHALL BE INSTALLED AT THE END OF SERVICE LINES UNTIL SUCH TIME THAT STORM DRAIN IS EXTENDED FOR CONNECTION.
3. REFER TO ARCHITECTURAL AND MECHANICAL DOCUMENTS FOR ADDITIONAL INFORMATION REGARDING TANK FARM STORM DRAINS AND TRENCH DRAINS.
4. REFER TO ELECTRICAL PLANS FOR INFORMATION REGARDING SITE LIGHTING, POWER, AND COMMUNICATIONS. COORDINATE REQUIREMENTS AND SCHEDULING FOR POWER AND UTILITY INSTALLATIONS WITH UTILITY PURVEYOR, INCLUDING TRENCH EXCAVATION, BEDDING, AND BACKFILL REQUIREMENTS.
5. FOR EACH TYPE OF PIPE, USE JOINING MATERIALS RECOMMENDED BY PIPING SYSTEM MANUFACTURER, UNLESS OTHERWISE INDICATED.
6. CONNECT UTILITY PIPING TO EXISTING SYSTEM ACCORDING TO REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION. ARRANGE WITH THE GOVERNING REGULATORY AGENCY OR UTILITY COMPANY FOR TAP OF SIZE AND IN LOCATION INDICATED. COORDINATE REQUIREMENTS AND SCHEDULING WITH AUTHORITIES HAVING JURISDICTION.
7. COMPLY WITH NFPA 24 FOR FIRE SUPPRESSION SYSTEM PIPING MATERIALS AND INSTALLATION.
8. BURY PIPING WITH DEPTH OF COVER IN COMPLIANCE WITH REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE WITH THE AUTHORITIES HAVING JURISDICTION FOR ALL REQUIREMENTS AND TO CONFIRM THAT AN ADEQUATE DEPTH OF COVER IS MAINTAINED OVER THE UTILITIES, INCLUDING CLEARANCES BETWEEN THE VARIOUS UTILITIES.
9. INSTALL PRESSURIZED UNDERGROUND PIPING WITH RESTRAINED JOINTS AT HORIZONTAL AND VERTICAL CHANGES IN DIRECTION. RESTRAINTMENT SHALL COMPLY WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
10. CONTRACTOR SHALL MAINTAIN A MINIMUM TEN (10) FEET OF HORIZONTAL SEPARATION BETWEEN WATER PIPE AND PIPE CARRYING NON-POTABLE WATER. AT CROSSINGS, PROVIDE A MINIMUM VERTICAL CLEARANCE OF 18-INCHES BETWEEN WATER PIPE (ABOVE) AND PIPE CARRYING NON-POTABLE WATER (BELOW). INSTALLATIONS FOR PIPE CARRYING NON-POTABLE WATER MAY BE INSTALLED AT A CLEARANCE LESS THAN THOSE STATED ABOVE IF THE NON-POTABLE LINE IS SLEEVED. THE SLEEVE PIPE SHALL BE ONE (1) SIZE LARGER THAN THE CONSTRUCTION PIPE. THE SLEEVE SHALL BE AT LEAST TWENTY (20) FEET IN LENGTH AND CENTERED ON THE CROSSING TO PROVIDE FOR A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET EACH SIDE OF THE CROSSING, MEASURED PERPENDICULAR TO THE CROSSED LINE. EACH END OF THE SLEEVE SHALL BE SEALED WITH A FERNCO RUBBER COUPLER.
11. UTILITY PIPE AND CONDUITS SHALL BE INSTALLED WITH CONTINUOUS WARNING TAPE DIRECTLY OVER PIPING AT DEPTHS IN COMPLIANCE WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION AND AT OUTSIDE EDGE OF UNDERGROUND STRUCTURES. USE DETECTABLE WARNING TAPE OVER NONFERROUS PIPING.
12. CONTRACTOR SHALL COORDINATE WITH THE UTILITY PURVEYOR REGARDING NATURAL GAS IMPROVEMENTS, INCLUDING TRENCH EXCAVATION, BEDDING, AND BACKFILL REQUIREMENTS. INSTALLATION OF THE NATURAL GAS LINE FROM THE POINT OF CONNECTION UP TO AND INCLUDING THE METER SHALL BE BY THE UTILITY PURVEYOR. COORDINATE REQUIREMENTS AND SCHEDULING WITH THE UTILITY PURVEYOR.
13. FIELD QUALITY CONTROL SHALL COMPLY WITH THE AUTHORITIES HAVING JURISDICTION. INSPECT, TEST, DISINFECT, AND CLEAN UTILITY LINES IN ACCORDANCE WITH REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.

BASIS OF BEARINGS

THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 2.

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED SURVEYOR'S TEMPORARY BENCHMARK. 900 MAIL LOCATED 6-FEET SOUTHWESTERLY OF DIESEL FUEL TANK AND 8.5-FEET NORTHWESTERLY OF CHAIN LINK FENCE AT NORTH END OF SITE. ELEVATION 255.49 FEET (NAVD 88)

*ADD 200 FEET TO ALL DESIGN ELEVATIONS

ESTIMATED EARTHWORK QUANTITIES AND AREA OF DISTURBANCE

CUT = 1,800 C.Y.+/- (DOES NOT INCLUDES OVEREXCAVATION) AREA OF DISTURBANCE = 83,000 S.F. +/- (1.9 ACRES+/-)
FILL = 900 C.Y.+/-

EARTHWORK QUANTITIES ARE ESTIMATES ONLY AND ARE NOT ADJUSTED FOR SHRINKAGE, CONSOLIDATION, AND CLEARING LOSS FACTORS. THESE QUANTITIES ARE TO BE USED FOR BONDING AND PERMIT PURPOSES ONLY. CONTRACTOR SHALL MAKE THEIR OWN SITE VISIT AND QUANTITY TAKE-OFF AND SHALL BID ACCORDINGLY.

GEOTECHNICAL INVESTIGATION

THE GEOTECHNICAL INVESTIGATION FOR THIS PROJECT, PREPARED BY BAUER ASSOCIATES INC., PROJECT NO. 3017.2, DATED APRIL 15, 2015, SHALL BE APART OF THESE PLANS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING THE RECOMMENDATION THEREIN.

BAUER ASSOCIATES INC.
6470 MIRABEL ROAD (MAILING: P.O. BOX 460)
FORESTVILLE, CA 95436
707.887.2505

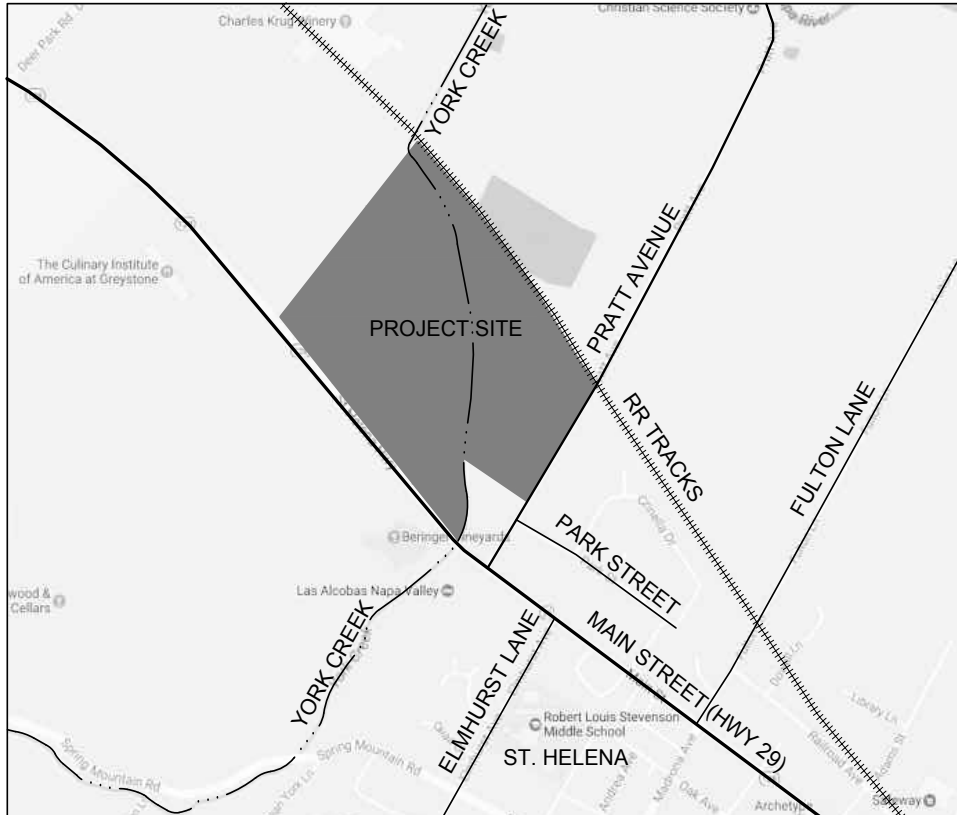
GEOTECHNICAL INVESTIGATION
IS CURRENTLY BEING UPDATED
FOR 2017 IMPROVEMENTS

DISCREPANCIES

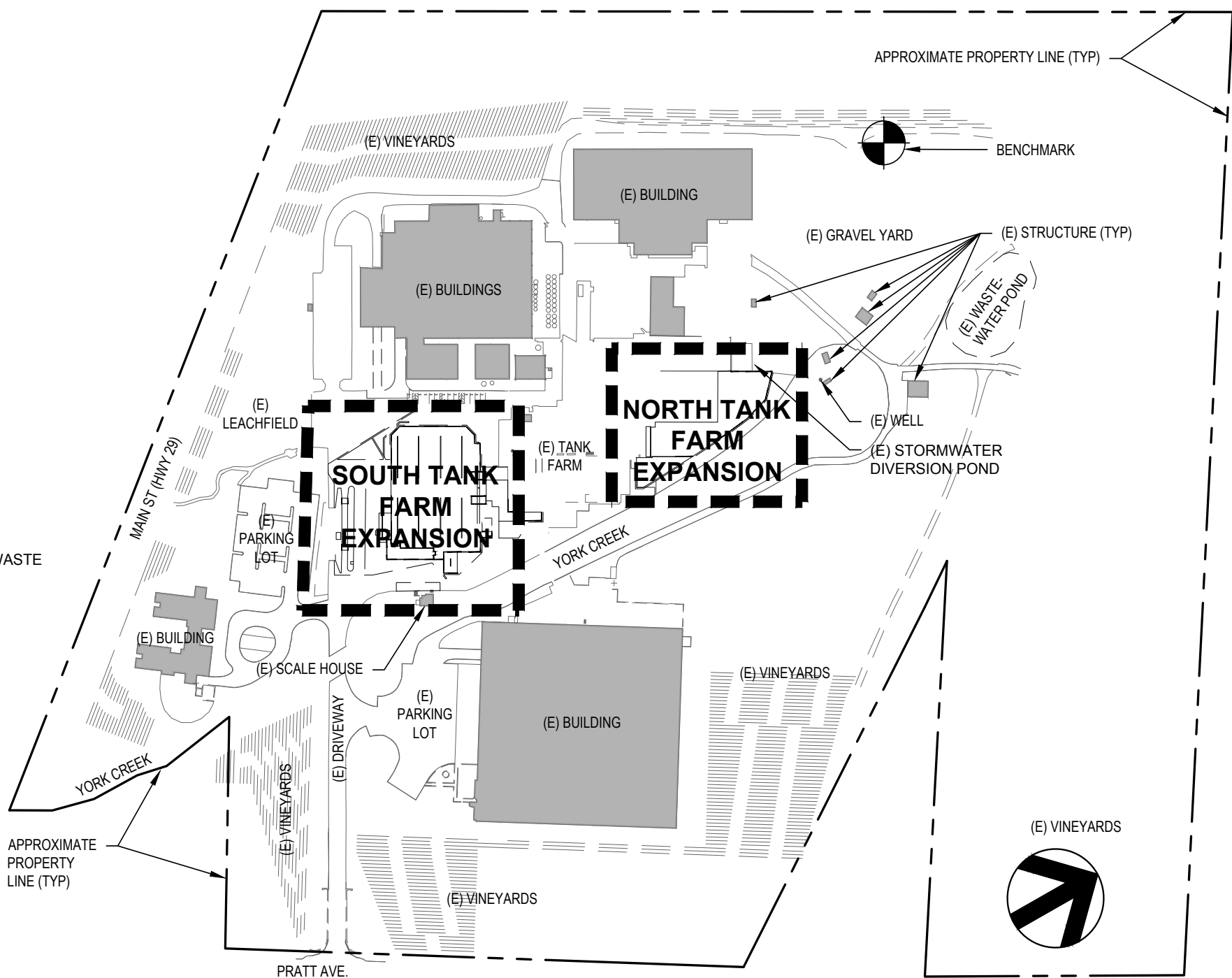
IF THERE ARE ANY DISCREPANCIES BETWEEN DIMENSIONS IN DRAWING AND EXISTING CONDITIONS WHICH WILL AFFECT THE WORK, THE CONTRACTOR SHALL BRING SUCH DISCREPANCIES TO THE ATTENTION OF THE ENGINEER FOR ADJUSTMENT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FITTING OF ALL WORK AND FOR THE COORDINATION OF ALL TRADES, SUBCONTRACTORS, AND PERSONS ENGAGED UPON THIS CONTRACT.

ABBREVIATIONS

AC ASPHALT CONCRETE
BLDG BUILDING
CO CLEANOUT
DI DROP INLET
E ELECTRICAL
(E) EXISTING
FF FINISH FLOOR ELEVATION
FG FINISHED GRADE
FS FINISHED SURFACE
FW FIRE WATER SERVICE
GB GRADE BREAK
INV INVERT
(N) NEW
S SLOPE
SD STORM DRAIN/PROCESS WASTE
SDMH STORM DRAIN MANHOLE
T TELEPHONE
TG TOP OF GRATE
TYP TYPICAL
W WATER



VICINITY MAP
NOT TO SCALE



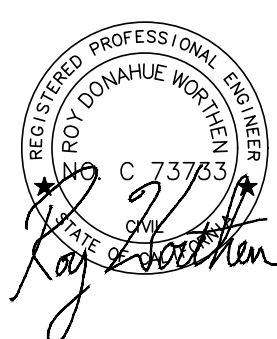
OVERALL SITE PLAN
SCALE: 1" = 200'

SHEET INDEX

- C1.0 GENERAL NOTES
- C2.0 EROSION AND SEDIMENT CONTROL PLAN
- C2.1 EROSION AND SEDIMENT CONTROL DETAILS AND NOTES
- C3.0 CIVIL SITE PLAN AND UTILITIES FOR SOUTH TANK FARM EXPANSION
- C3.1 CIVIL SITE PLAN FOR NORTH TANK FARM EXPANSION
- C4.0 GRADING & DRAINAGE PLAN FOR SOUTH TANK FARM EXPANSION
- C4.1 GRADING & DRAINAGE PLAN FOR NORTH TANK FARM EXPANSION
- C5.0 DETAILS AND SITE SECTIONS

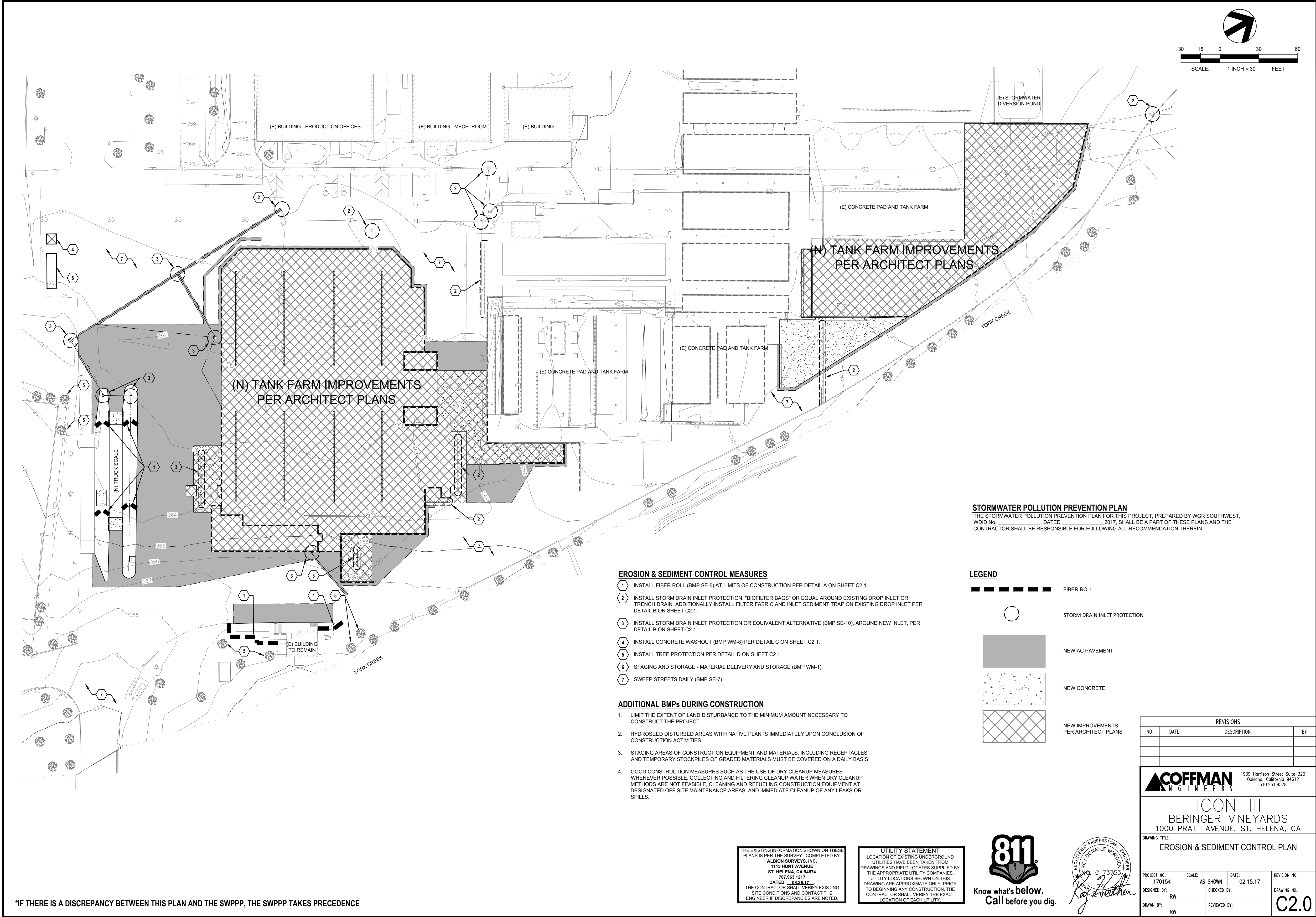
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ALBION SURVEYS, INC.
1113 HUNT AVENUE
ST. HELENA, CA 94574
707.863.1217
DATED: 08.26.17
THE CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS AND CONTACT THE ENGINEER IF DISCREPANCIES ARE NOTED.

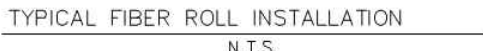
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REVISIONS			
NO.	DATE	DESCRIPTION	BY

COFFMAN ENGINEERS		1939 Harrison Street, Suite 320 Oakland, California 94612 510.251.9578	
ICON III BERINGER VINEYARDS 1000 PRATT AVENUE, ST. HELENA, CA			
DRAWING TITLE GENERAL NOTES			
PROJECT NO. 170154	SCALE AS SHOWN	DATE 02.15.17	REVISION NO.
DESIGNED BY RW	CHECKED BY	DRAWING NO. C1.0	
DRAWN BY RW	REVIEWED BY		



SE-5

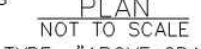
California Stormwater BMP Handbook Portal 5 of 5
Construction
www.casqa.org

SE-10



1. For use in cleared and grubbed and in graded areas.
2. Shape basin so that longest inflow area faces longest length of trap.
3. For concentrated flows, shape basin in 2:1 ratio with length oriented towards direction of flow.

California Stormwater BMP Handbook
Construction
www.casqa.org

WM-8

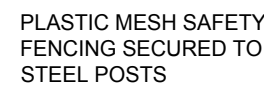
NO OR ☐ NO

NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

California Stormwater BMP Handbook
Construction
www.casqa.org

SCALE: NT:



1. UNLESS OTHERWISE NOTED, ALL TREES ARE TO BE PROTECTED IN PLACE.
2. TREE PROTECTION MEASURES MUST BE IMPLEMENTED BEFORE THE BEGINNING OF ANY WORK AND SHALL REMAIN UNTIL ALL WORK IS COMPLETED.
3. ALL TREES OR GROUPS OF TREES TO REMAIN ON-SITE THAT ARE WITHIN 25 FEET OF CONSTRUCTION OR GRADING ACTIVITIES SHALL BE MARKED FOR PROTECTION WITH FLAGGING AND WHEREVER POSSIBLE THEIR ROOT ZONE FENCED.
4. FENCING SHALL BE PLACED AT THE EDGE OF THE ROOT ZONE AT A DIAMETER THAT IS ONE AND A HALF TIMES THE DRIFLINE DIAMETER.
5. PROTECTION MEASURES SHALL BE VERIFIED BY THE AGENCY/MONITOR PRIOR TO ANY GRUBBING OR TREE REMOVAL.
6. GRADING, TRENCHING, COMPACTION OF SOIL AND PLACEMENT OF FILL SHALL BE AVOIDED WITHIN THE FENCED AREAS.
7. IF GRADING IN ROOT ZONE CANNOT BE AVOIDED THE FOLLOWING SHALL BE IMPLEMENTED:
 - 7.A. LANDSCAPE WALLS SHALL BE CONSTRUCTED WHEREVER POSSIBLE TO MINIMIZE CUT/FILL IMPACTS.
 - 7.B. ROOTS THAT MUST BE REMOVED OR EXPOSED SHALL BE CLEANLY CUT AND NOT LEFT EXPOSED ABOVE GROUND SURFACE. ALL EFFORTS SHALL BE MADE TO IMMEDIATELY COVER ANY TEMPORARY EXPOSED ROOTS.
8. IF EXCAVATION AND TRENCHING SHOULD TAKE PLACE WITHIN TREE SITE, CONTRACTOR SHOULD CUT AS FEW ROOTS AS POSSIBLE AND CUT CLEANLY. CONTRACTOR TO PAINT CUT ROOTS WITH APPROVED DRESSING AND BACKFILL AS SOON AS POSSIBLE TO PREVENT DRYING. WATERING AND MAINTENANCE SHALL TAKE PLACE TO ENSURE TREE SURVIVAL.
9. REQUIRED TREE TRIMMING, FOR CONSTRUCTION ACTIVITIES, SHALL BE PERFORMED BY A CERTIFIED ARBORIST IN CONFORMANCE WITH THE AGENCY CONDITIONS FOR THIS PROJECT.
10. STORAGE OF MATERIALS, EQUIPMENT, VEHICLES AND TOP SOIL IS NOT PERMITTED WITHIN TREE PROTECTION ZONE.

SCALE: NT:

***IF THERE IS A DISCREPANCY BETWEEN THIS PLAN AND THE SWPPP, THE SWPPP TAKES PRECEDENCE**

SCALE: NTS



1. THIS PLAN MAY NOT COVER ALL THE SITUATIONS OR PHASES THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. IN GENERAL, THE CONTRACTOR IS RESPONSIBLE FOR KEEPING SEDIMENT CONTROL STORM RUNOFF FROM LEAVING THE SITE. SEDIMENT RILLS AND SILT FENCES MUST BE USED BY THE CONTRACTOR ON AN AS NEEDED BASIS TO INHIBIT SILT FROM LEAVING THE SITE AND ENTERING THE STORM DRAIN SYSTEM. TEMPORARY EROSION CONTROL DEVICES SHOWN ON GRADING PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED WHEN THE INSPECTOR SO DIRECTS AS THE WORK PROGRESSES.
2. EROSION CONTROL FACILITIES SHALL BE MAINTAINED DAILY. THESE FACILITIES SHALL CONTROL, AND CONTAIN EROSION-CAUSED SILT DEPOSITS AND PROVIDE FOR THE SAFE DISCHARGE OF SILT FREE STORM WATER INTO EXISTING AND PROPOSED STORM DRAIN FACILITIES. DESIGN OF THESE FACILITIES MUST BE APPROVED AND UPDATED EACH YEAR BY THE ENGINEER (OCTOBER 1 TO APRIL 15).
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF CASQA BMP HANDBOOK.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTOR AND SUPPLIERS ARE AWARE OF ALL STORM WATER QUALITY MEASURES AND IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED CONSTRUCTION WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, AND / OR A PROJECT STOP ORDER.
5. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT LADEN RUNOFF TO ANY STORM DRAIN SYSTEM.
6. DURING THE RAINY SEASON, ALL PAVED AREAS ARE TO BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE IS TO BE MAINTAINED SO AS TO MINIMIZE SEDIMENT RUNOFF TO ANY STORM DRAIN SYSTEM.
7. DURING PERIODS WHEN STORMS ARE FORECAST:
 - A. EXCAVATED SOILS SHOULD NOT BE PLACED IN STREETS OR ON PAVED AREAS.
 - B. ANY EXCAVATED SOILS SHOULD BE REMOVED FROM THE SITE BY THE END OF DAY.
 - C. WHERE STOCKPILING IS NECESSARY, USE A TARPALIN OR SURROUND THE STOCKPILE WITH FIBER ROLLS, GRAVEL, SEDIMENT BARRIER, SILT FENCE, OR OTHER RUNOFF CONTROLS.
 - D. USE INLET CONTROLS AS NEEDED (E.G. BLOCK AND GRAVEL SEDIMENT BARRIER) FOR STORM DRAIN ADJACENT TO THE PROJECT SITE OR STOCKPILED SOIL.
8. THOROUGHLY SWEEP ALL PAVED AREAS EXPOSED TO SOIL EXCAVATION AND PLACEMENT.
9. STAND-BY CREWS SHALL BE ALERTED BY THE OWNER OR CONTRACTOR FOR EMERGENCY WORK DURING RAINSTORMS.
10. AFTER OCTOBER 1ST TO APRIL 15TH, ALL EROSION CONTROL MEASURES WILL BE INSPECTED DAILY AND AFTER EACH STORM.
11. BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE ENGINEER.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING SAFETY OF VEHICLES OPERATING IN ROADWAY ADJACENT TO EROSION CONTROL FACILITY.
13. DUST CONTROL SHOULD BE PRACTICED ON ALL CONSTRUCTION SITES WITH EXPOSED SOILS AS NEEDED. IT IS IMPORTANT IN WINDY OR WIND-PRONE AREAS. DUST CONTROL IS CONSIDERED A TEMPORARY MEASURE AND AS INTERMEDIATE TREATMENT BETWEEN SITE DISTURBANCE AND CONSTRUCTION, PAVING, OR REVEGETATION. REFER TO CASQA BMP HANDBOOK.

1. USE STRAW WATTLES ALONG CONTOURS OF SHORT SLOPES OR SLOPES 3:1 OR FLATTER, KEYED INTO GROUND AT LEAST 3' DEEP (TYPICALLY 25' APART).
2. INSTALL SILT FENCE ALONG CONTOURS AS SECONDARY MEASURE TO KEEP SEDIMENT ONSITE AND TO MINIMIZE VEHICLE AND FOOT TRAFFIC BEYOND LIMITS OF SITE DISTURBANCE. SILT FENCING MUST BE KEPT KEYED IN.
3. CONSTRUCT A CONCRETE WASHOUT SITE ADJACENT TO STABILIZED ENTRANCE. CLEAN AS NEEDED AND REMOVE AT END OF PROJECT.
4. COVER ALL STOCKPILES AND LANDSCAPE MATERIAL AND BERM PROPERLY WITH STRAW WATTLES OR SAND BAGS. KEEP BEHIND SILT FENCE. AWAY FROM WATER BODIES. HAZARDOUS MATERIALS AND REFUSE MUST BE KEPT IN CLOSED CONTAINERS THAT ARE COVERED AND UTILIZE SECONDARY CONTAINMENT, NOT DIRECTLY ON SOIL.
5. USE PEA-GRAVEL BAGS, (OR SIMILAR PRODUCT) AROUND DRAIN INLETS LOCATED BOTH ONSITE AND IN GUTTER AS A LAST LINE OF DEFENSE.
6. PLACE PORT-A-POTTY WITH SECONDARY CONTAINMENT NEAR STABILIZED SITE ENTRANCE, BEHIND THE CURB AND AWAY FROM GUTTERS, STORM DRAIN INLETS, AND WATER BODIES.
7. COVER ALL EXPOSED SOIL WITH STRAW MULCH AND TACKIFIER (OR EQUIVALENT).
8. EXISTING VEGETATION SHOULD BE PRESERVED AS MUCH AS POSSIBLE. AREAS OF DISTURBED SOIL/VEGETATION SHOULD BE REVEGETATED AS SOON AS PRACTICAL.
9. PREVENT EQUIPMENT FLUID LEAKS ONTO GROUND BY PLACING DRIP PANS OR PLASTIC TARPS UNDER EQUIPMENT. REPAIR EQUIPMENT AS NECESSARY.

NO.		DATE		DESCRIPTION		BY	



COFFMAN
ENGINEERS

1939 Harrison Street Suite 320
Oakland, California 94612
510.251.9578

ICON III

BERINGER VINEYARDS

1000 PRATT AVENUE, ST. HELENA, CA

EROSION & SEDIMENT CONTROL
DETAILS & NOTES

PROJECT NO.
170154

SCALE:

DATE:
02.15.17

REVISION NO.

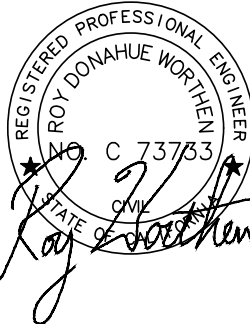
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RW

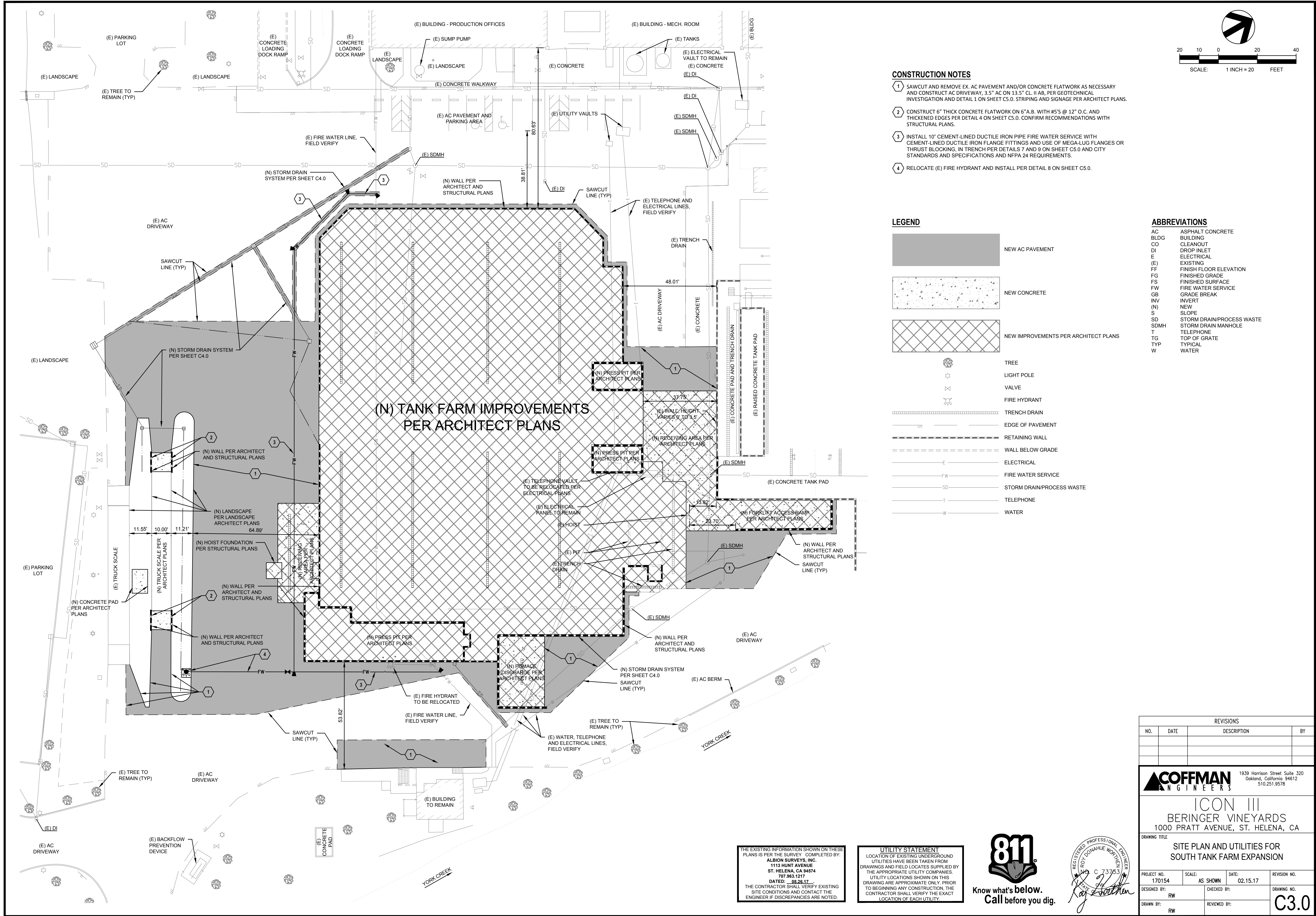
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DRAWN BY:
RW

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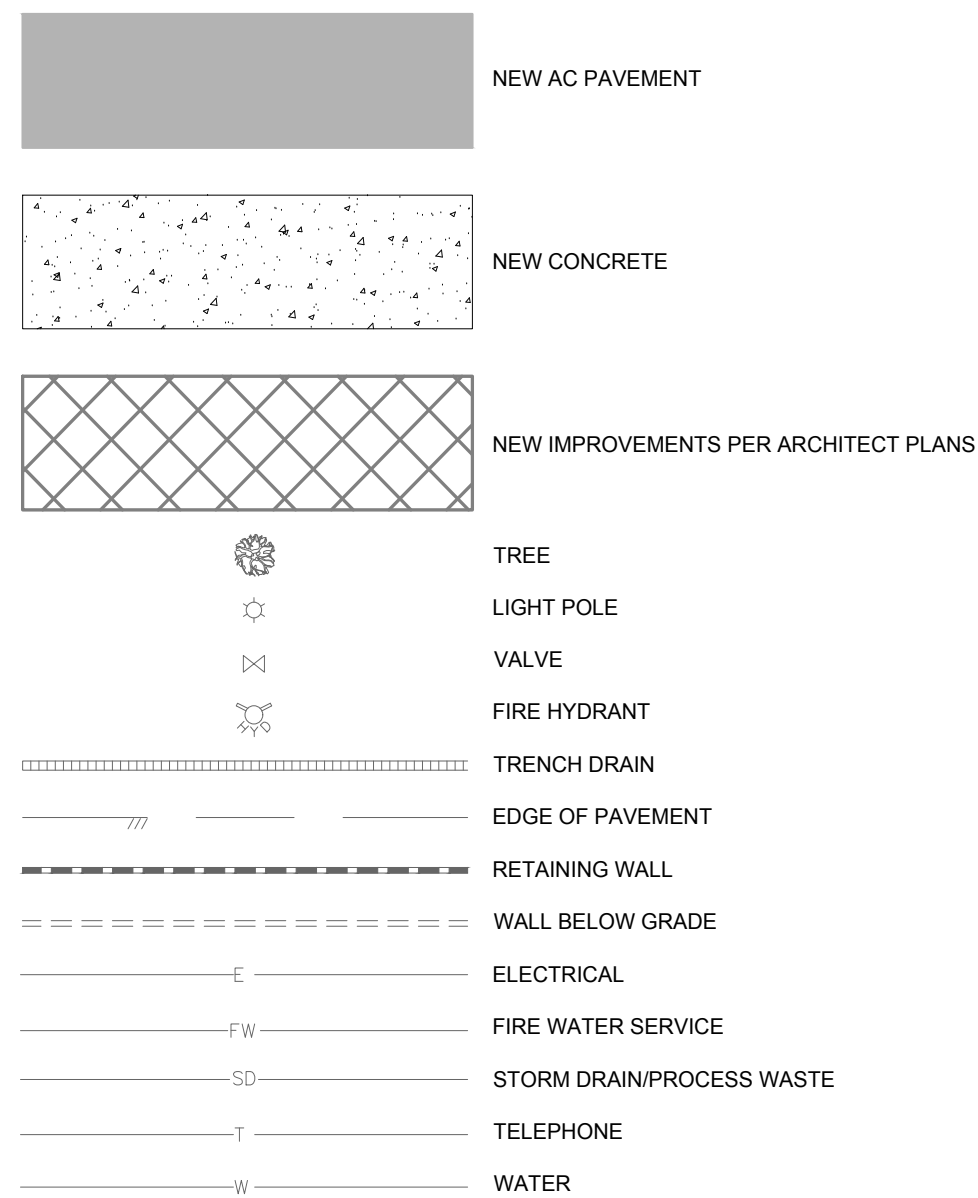




CONSTRUCTION NOTES

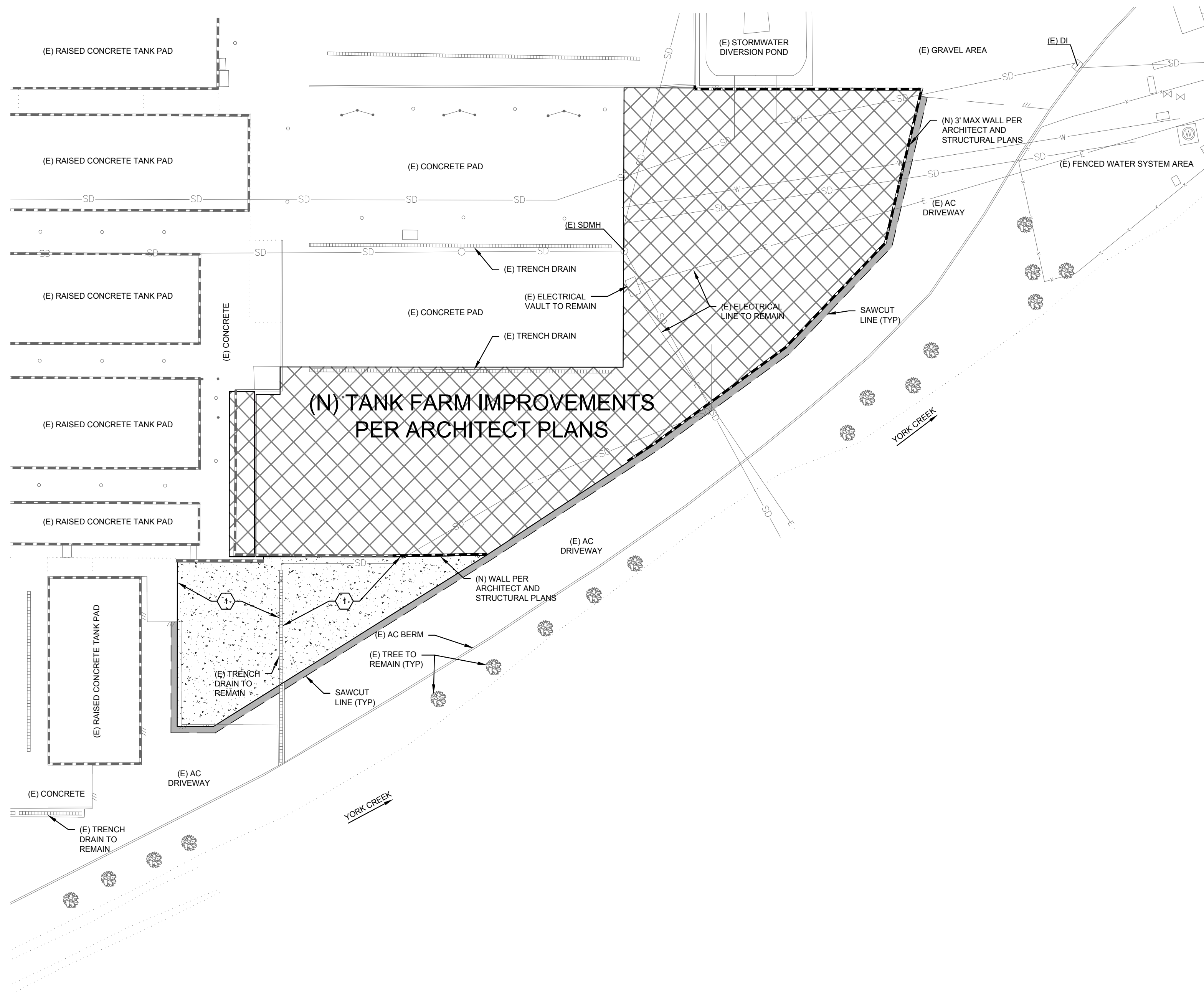
1 CONSTRUCT 6" THICK CONCRETE FLATWORK ON 6" A.B. WITH #5'S @ 12" O.C. AND THICKENED EDGES PER DETAIL 4 ON SHEET C5.0. CONFIRM RECOMMENDATIONS WITH STRUCTURAL PLANS.

LEGEND



ABBREVIATIONS

AC	ASPHALT CONCRETE
BLDG	BUILDING
CO	CLEANOUT
DI	DROP INLET
E	ELECTRICAL
(E)	EXISTING
FG	FINISH FLOOR ELEVATION
FF	FINISHED GRADE
FS	FISHED SURFACE
FW	FIRE WATER SERVICE
GB	GRADE BREAK
INV	INVERT
(N)	NEW
S	SLOPE
SD	STORM DRAIN/PROCESS WASTE
SDMH	STORM DRAIN MANHOLE
	TELEPHONE
TG	TOP OF GRATE
TYP	TYPICAL
W	WATER



REVISIONS			
NO.	DATE	DESCRIPTION	BY



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Oakland, California 94612
510.251.9578

ICON III
BERINGER VINEYARDS
1000 PRATT AVENUE, ST. HELENA, CA

DRAWING TITLE

SITE PLAN FOR NORTH
TANK FARM EXPANSION

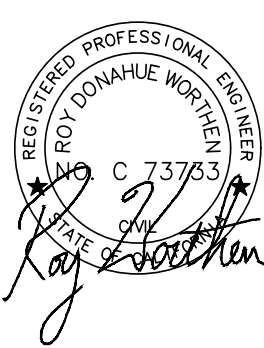
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DRAWN BY: RW	REVIEWED BY:		

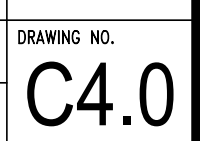
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ALBION SURVEYS, INC.
1113 HUNT AVENUE
ST. HELENA, CA 94574
707.963.1217
DATED: 08.26.17
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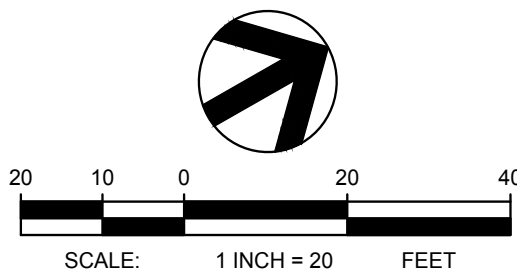
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Know what's **below**.
Call before you dig.







BENCH MARK
90D NAIL LOCATED 6-FEET SOUTHWESTERLY OF DIESEL FUEL TANK AND 8.5-FEET NORTHWESTERLY OF CHAIN LINK FENCE AT NORTH END OF SITE. ELEVATION 255.49 FEET (NAVD 88)
*ADD 200 FEET TO ALL DESIGN ELEVATIONS

CONSTRUCTION NOTES

- 1 INSTALL STORM DRAIN POINT OF CONNECTION PER ARCHITECT AND PLUMBING PLANS. TIE INTO EXISTING STORM DRAIN WITH TEE, WYE OR COUPLING. MATCH EXISTING PIPE MATERIAL AND SIZE. INSTALL STORM DRAIN CLEANOUT ON UPSTREAM SIDE OF EXISTING STORM DRAIN OR WITHIN 5' OF NEW TANK FARM PER DETAIL 6 ON SHEET CS-0. FIELD VERIFY LOCATION, SIZE, MATERIAL AND DEPTH OF EXISTING STORM DRAIN. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

LEGEND

- NEW AC PAVEMENT
- NEW CONCRETE
- NEW IMPROVEMENTS PER ARCHITECT PLANS
- TREE
- LIGHT POLE
- VALVE
- FIRE HYDRANT
- TRENCH DRAIN
- EDGE OF PAVEMENT
- RETAINING WALL
- WALL BELOW GRADE
- ELECTRICAL
- FIRE WATER SERVICE
- STORM DRAIN/PROCESS WASTE
- TELEPHONE
- WATER

ABBREVIATIONS

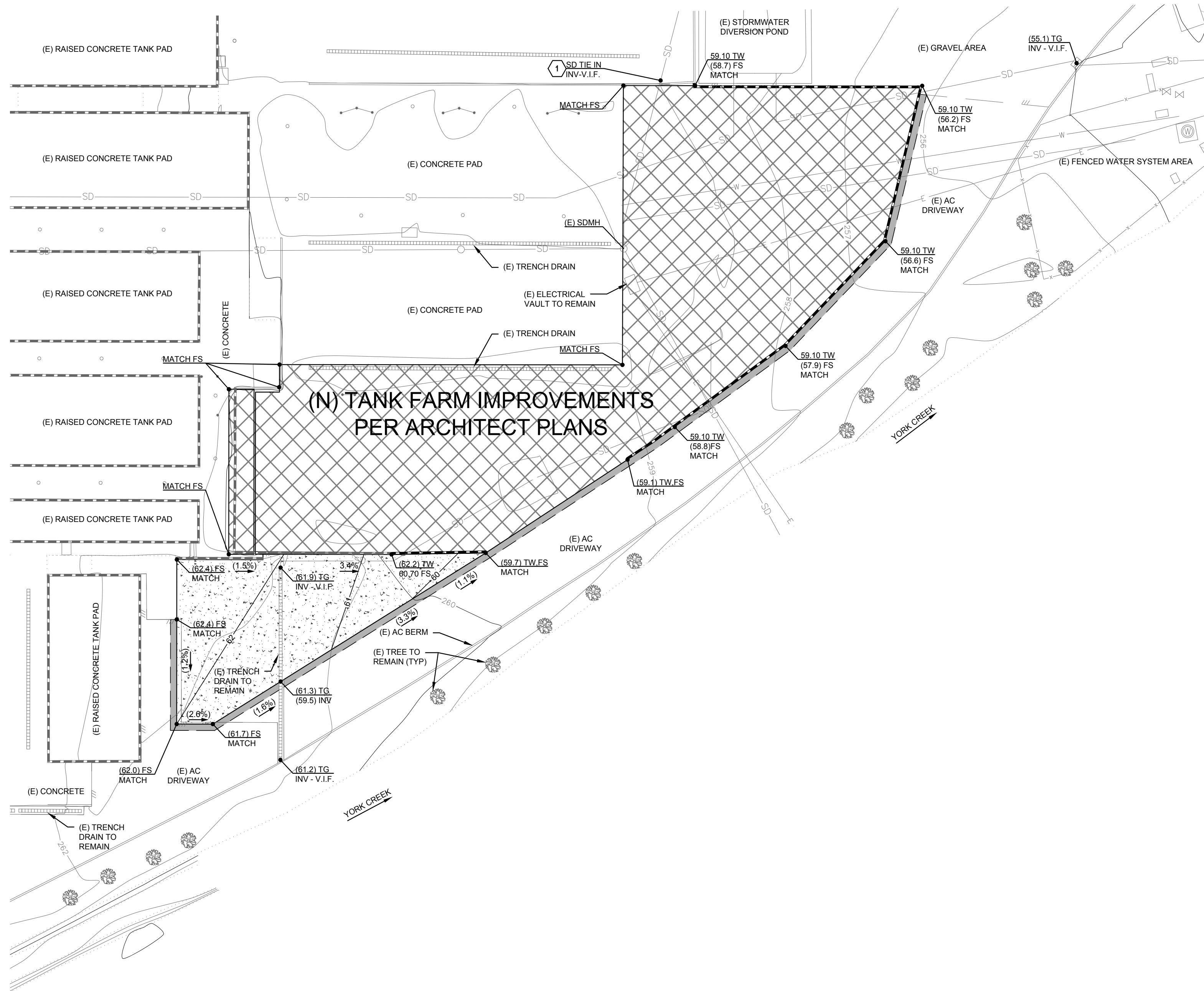
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SDMH STORM DRAIN MANHOLE
T TELEPHONE
TG TOP OF GRATE
TYP TYPICAL
W WATER

BASMAA C.3 REQUIREMENTS FOR NEW IMPROVEMENTS

NEW IMPERVIOUS AREA = 80,320± SF
REPLACED IMPERVIOUS AREA = 74,590± SF

REQUIRED STORMWATER VOLUME TO BE TREATED* = 1.3 MILLION GALLONS
ADDITIONAL CAPACITY OF EXISTING WASTEWATER POND = 5 MILLION GALLONS

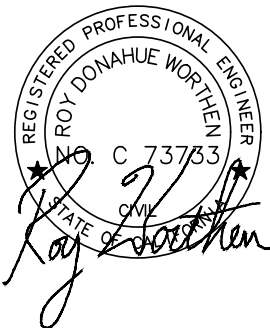
*BASMAA C.3 REQUIREMENTS ARE MET SINCE ALL STORMWATER IS CONVEYED TO THE EXISTING WASTEWATER POND. SEE LETTER PREPARED BY KENNEDY JENKS.



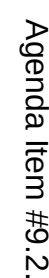
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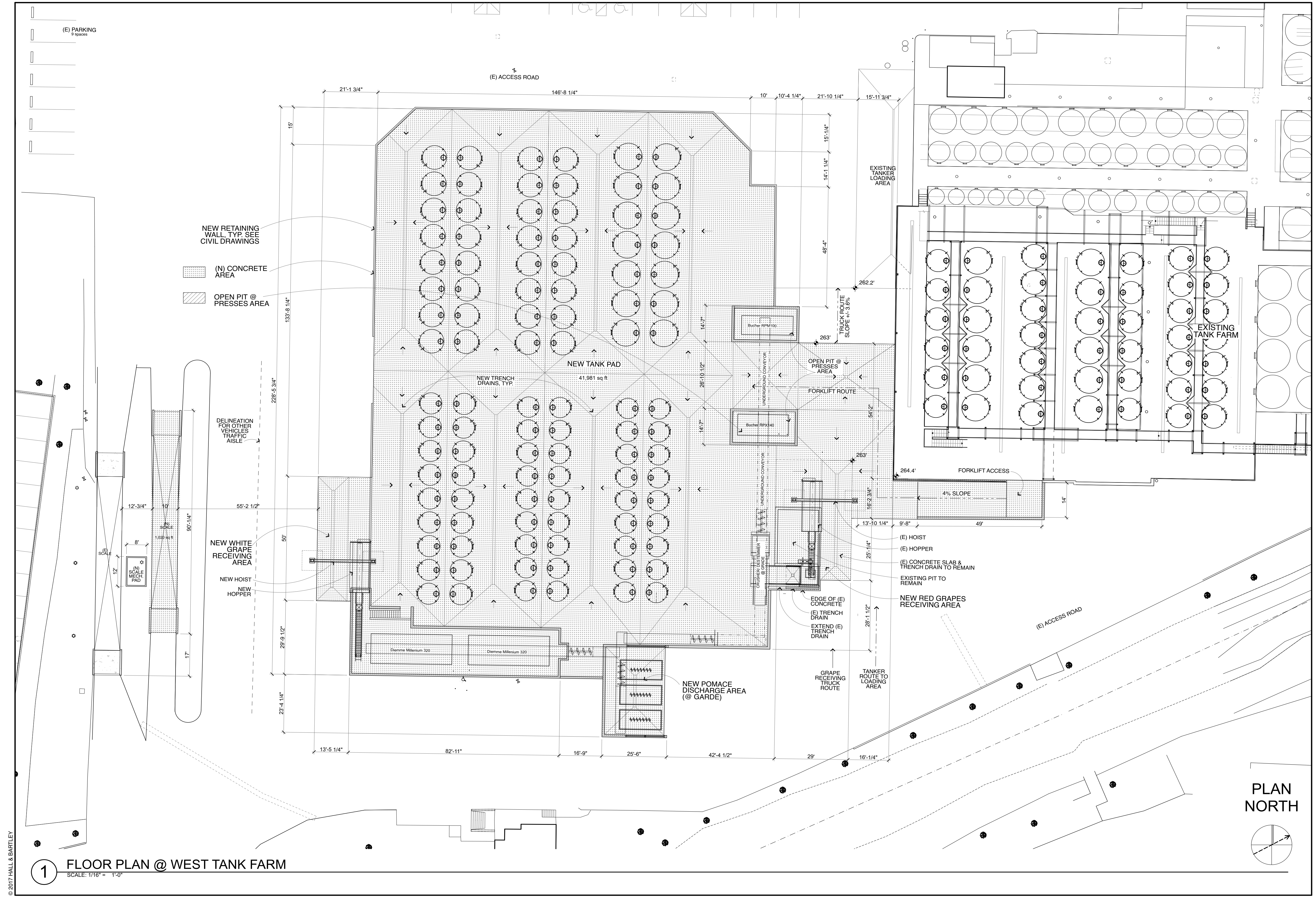
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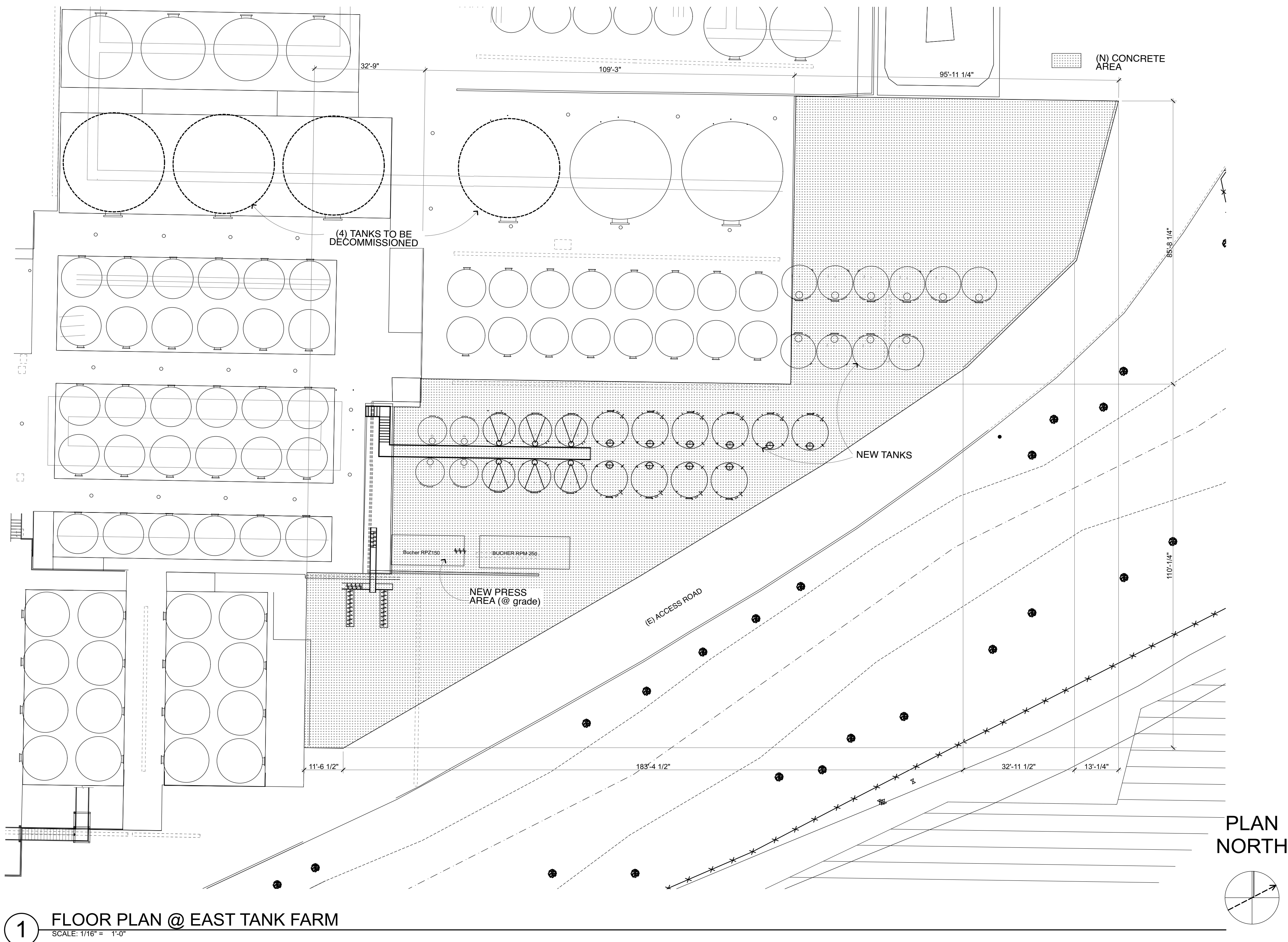
811
Know what's below.
Call before you dig.

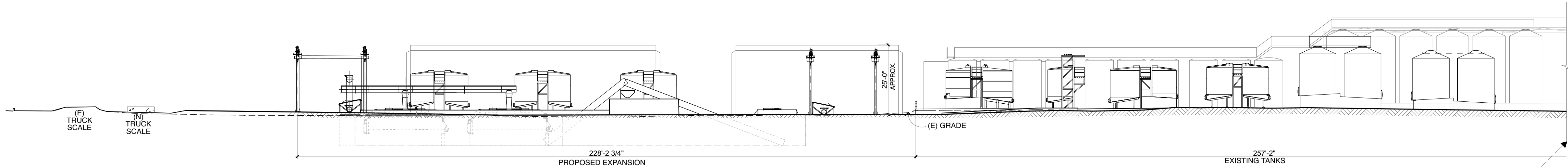


REVISIONS			
NO.	DATE	DESCRIPTION	BY
COFFMAN ENGINEERS 1939 Harrison Street Suite 320 Oakland, California 94612 510.251.9578			
ICON III BERINGER VINEYARDS 1000 PRATT AVENUE, ST. HELENA, CA			
DRAWING TITLE GRADING & DRAINAGE PLAN FOR NORTH TANK FARM EXPANSION			
PROJECT NO. 170154	SCALE: AS SHOWN	DATE: 02.15.17	REVISION NO.
DESIGNED BY: RW	CHECKED BY:	DRAWING NO. C4.1	
DRAWN BY: RW	REVIEWED BY:		

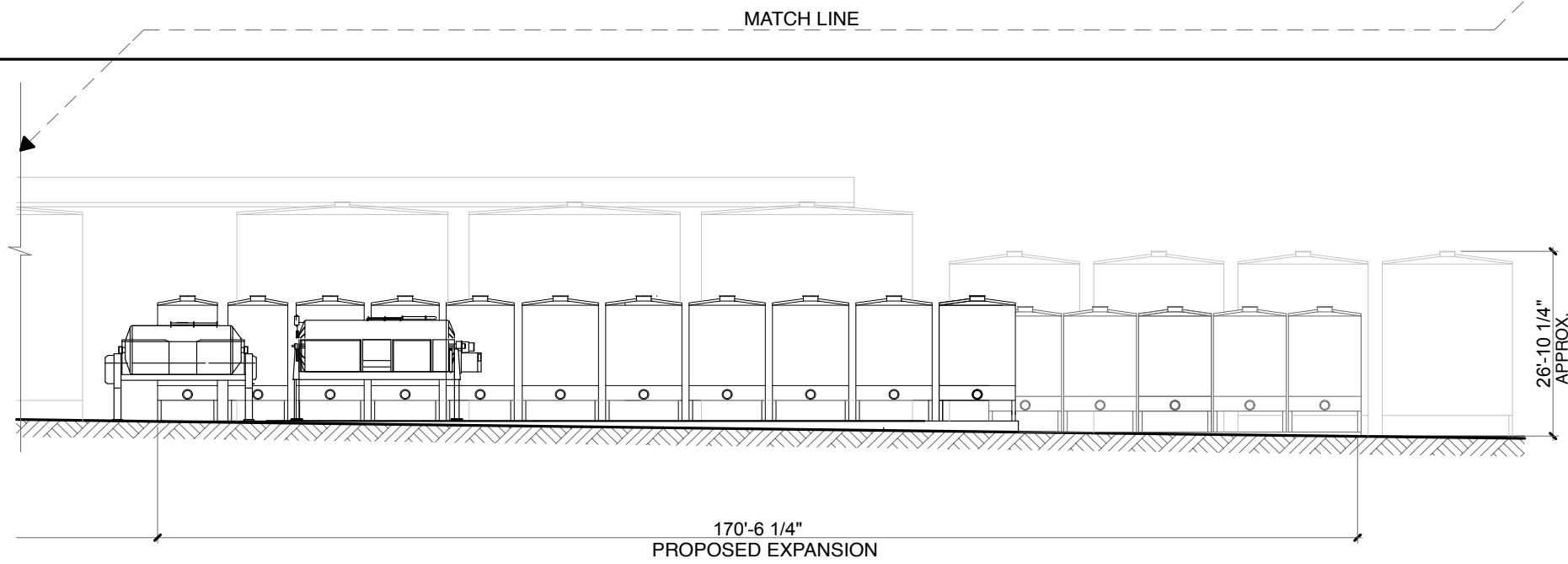




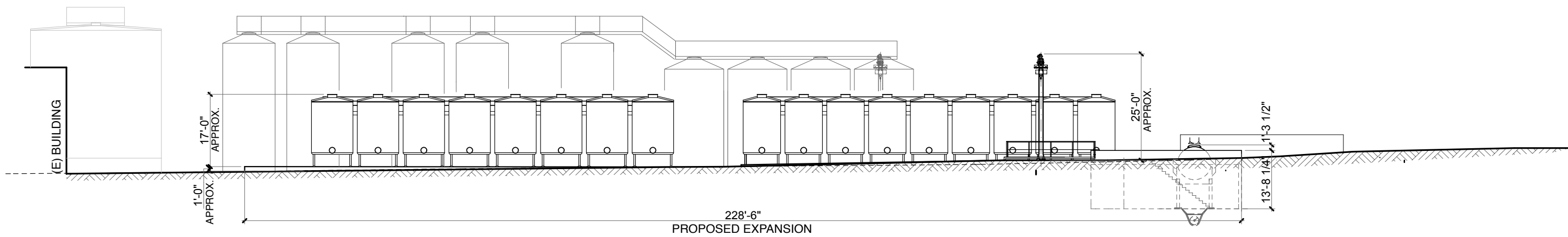




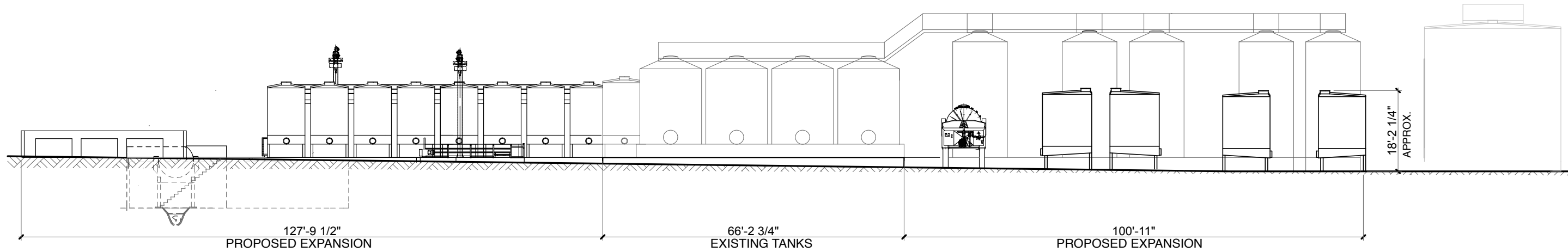
1 SOUTH ELEVATION @ WEST TANK FARM
SCALE: 1" = 20'



2 SOUTH ELEVATION @ EAST TANK FARM
SCALE: 1" = 20'



3 WEST ELEVATION
SCALE: 1" = 20'



4 EAST ELEVATION
SCALE: 1" = 20'

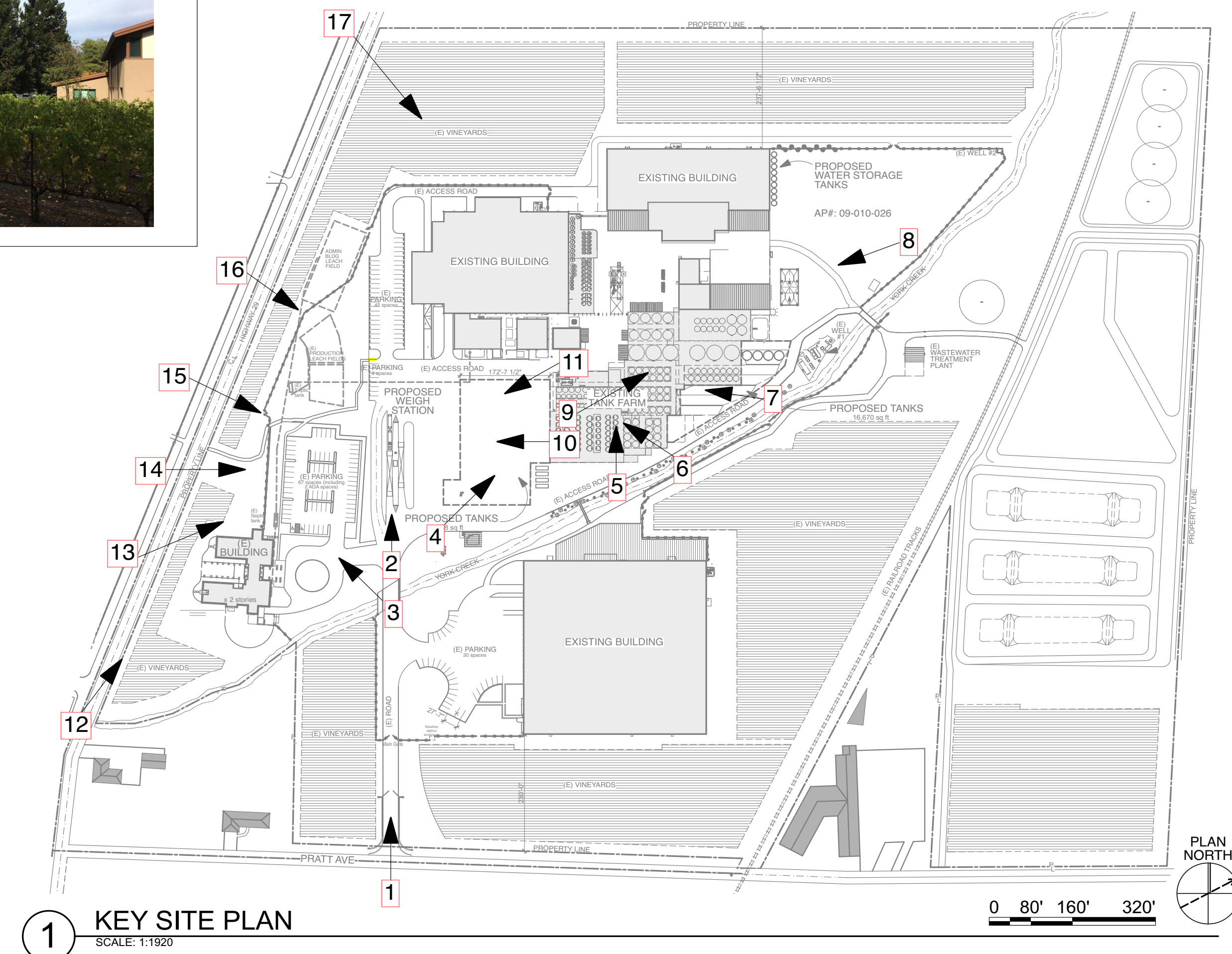
HALL & BARTLEY
ARCHITECTURE AND PLANNING
4701 OLD REDWOOD HIGHWAY SANTA ROSA, CALIFORNIA • (707) 544-1842

BERINGER VINEYARDS
ICON III
1000 PRATT AVE
ST HELENA NAPA COUNTY CALIFORNIA

OVERALL EXTERIOR
ELEVATIONS

PROJECT 1614
DRAWN AM
CHECK SPB
SCALE AS NOTED
DATE 3/28/17

A2.0



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BERINGER VINEYARDS
ICON III
1000 PRATT AVE
ST HELENA NAPA COUNTY CALIFORNIA

KEY SITE PLAN & PHOTOS

PROJECT	1614
DRAWN	AM
CHECK	SPB
SCALE	AS NOTED
DATE	2/16/17

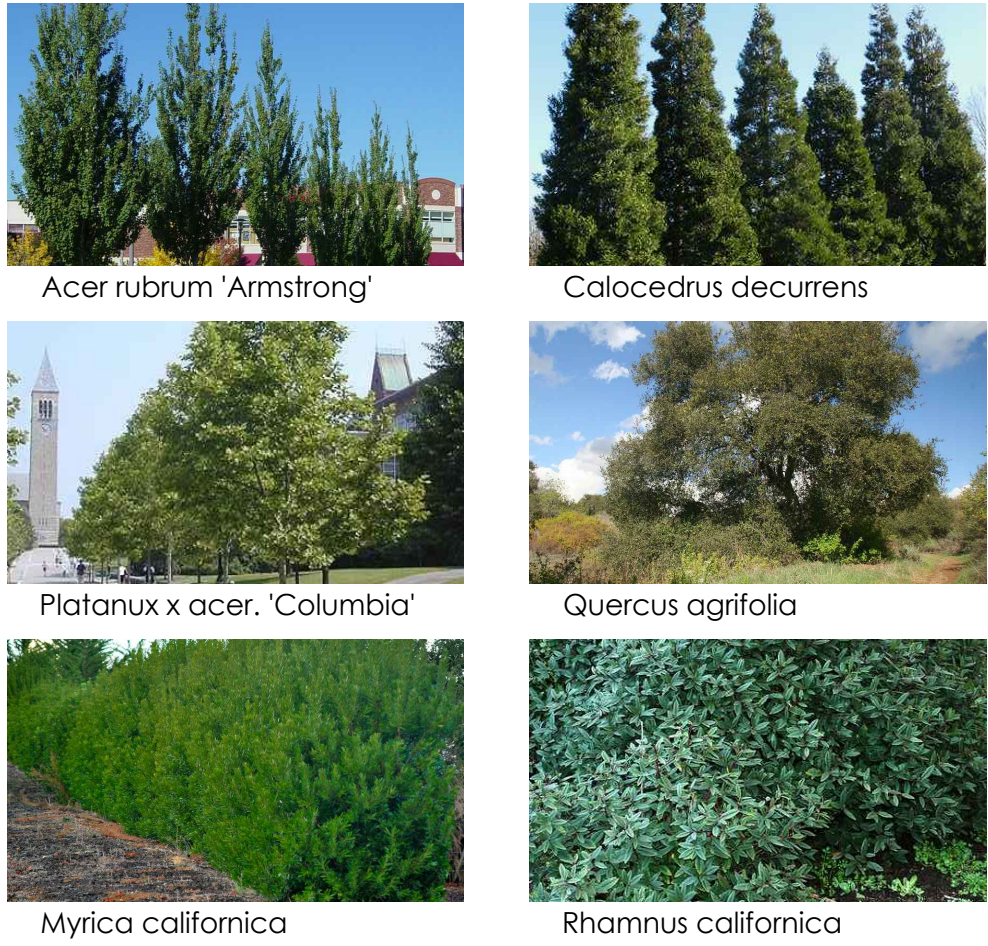
A2.1



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	SIZE	WATER USE	QTY
	ACE ARM	ACER RUBRUM 'ARMSTRONG' Armstrong Red Maple	24"BOX	MEDIUM	11
	CAL DEC	CALOCEDRUS DECURRENS Incense Cedar	15 GAL	MEDIUM	14
	PLA COL	PLATANUS X ACERIFOLIA 'COLUMBIA' London Plane Tree	24"BOX	MEDIUM	5
	QUE AGR	QUERCUS AGRIFOLIA Coast Live Oak	24"BOX	LOW	11
SHRUBS	CODE	BOTANICAL NAME	SIZE	WATER USE	QTY
	MYR CAL	MYRICA CALIFORNICA Pacific Wax Myrtle	5 GAL	MEDIUM	81
	RHA CAL	RHAMNUS CALIFORNICA California Coffee Berry	5 GAL	LOW	137
EXISTING PLANTING					
	Existing Trees (Variety of Species)				

PLANT PALLET



MWEO

ETWU (Estimated Total Water Use)

Valve #	Plant Type	Plant Factor	Irrigation Method	Irrigation Efficiency	ETAF (PF)(IE)	Area (ft²)	ETAF x Area	ETWU (Eto)(0.62)(ETAF)(Area)
A-1	Tree-M	0.5	RWS	0.81	0.62	9,200	5,679	155,276
A-2	Tree-L	0.2	RWS	0.81	0.25	7,766	1,918	52,429
A-3	Low	0.2	Drip	0.81	0.25	2,603	643	17,573
A-4	Med	0.5	Drip	0.81	0.62	2,268	1,400	38,279
					0.38	21,837	8,239	225,278

MAWA (Maximum Applied Water Allowance)

	Eto	0.62	ETAF	Area	MAWA (Eto)(0.62)(ETAF)(Area)
	44.1	0.62	0.45	21,837	268,680

The ETWU (225,278) is less than the MAWA (268,680), therefore this design complies with the California Code of Regulations Title 23, Waters - Model Water Efficient Landscape Ordinance.

Meets MWEO Requirements? YES

ETWU Check

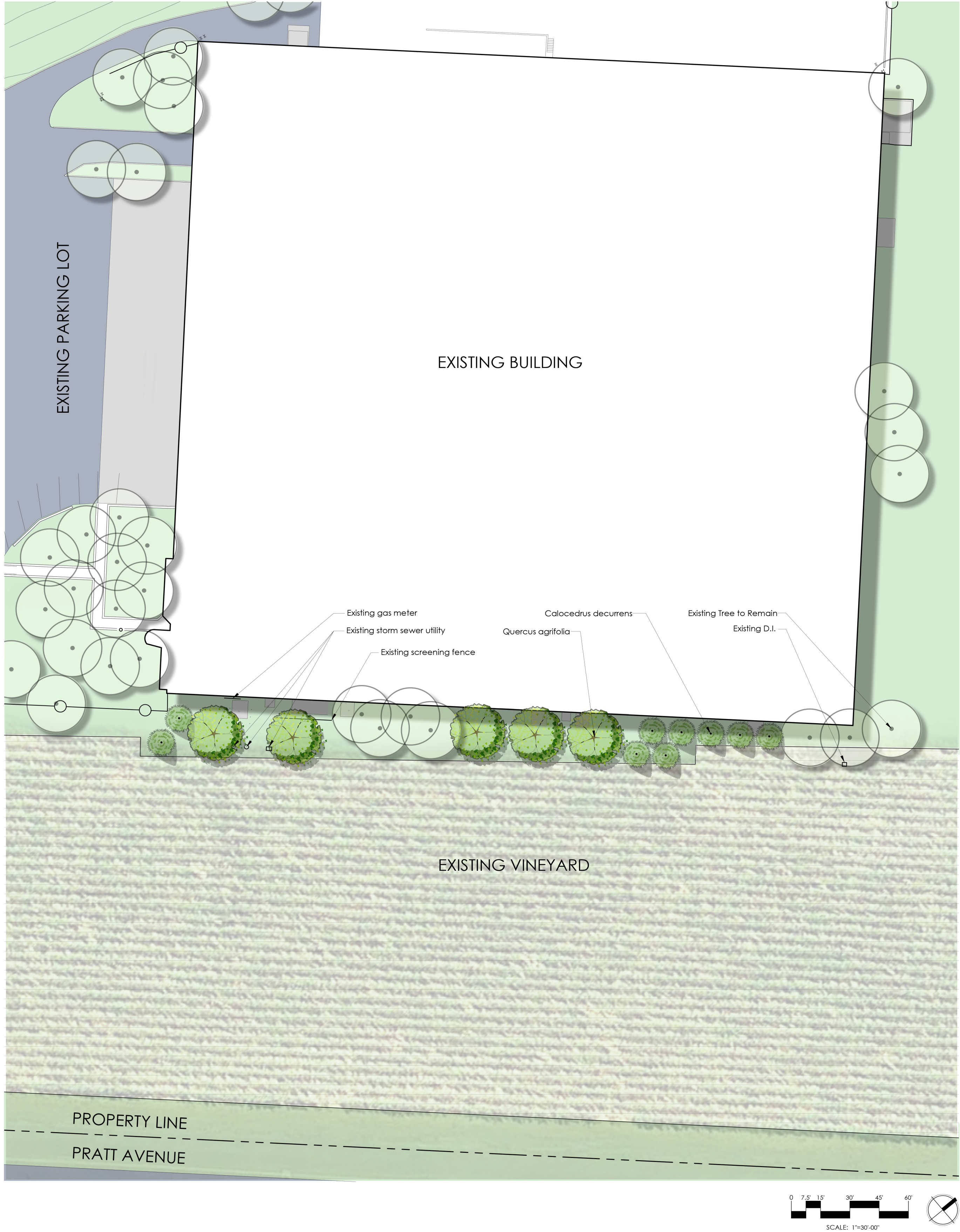
Eto	0.62	Average ETAF	Area	TOTAL	Correct?
44.1	0.62	0.38	21,837	225,278	YES

MAWA Check

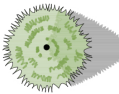
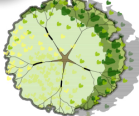
Eto	0.62	ETAF	Area	TOTAL	Correct?
44.1	0.62	0.45	21,837	268,680	YES

IRRIGATION STATEMENT

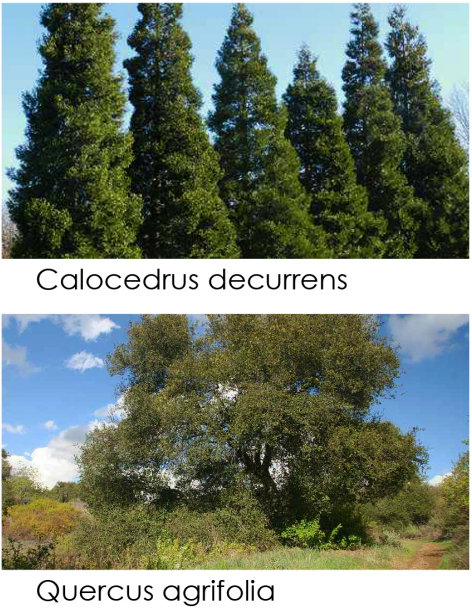
- All irrigation will be designed to meet Napa County Water Efficient Landscape Ordinance and will contain the following components:
- The irrigation system will be designed and installed to meet irrigation efficiency described in the maximum applied water allowance.
 - Weather based, self-adjusting irrigation controller with a rain sensor.
 - Emitters to include-subsurface drip irrigation and Root zone bubblers for trees.
 - Trees to be placed on separate valves.
 - Isolation valves to be installed at point of connection and before each valve or manifold.
 - Pressure regulation to be installed.
 - Separate valves to be installed to irrigate zones of med and low water use plantings.
 - Check valves will be installed to prevent low point drainage.
 - No spray irrigation is to be installed.



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	SIZE	WATER USE	QTY
	CAL DEC	Calocedrus decurrens Incense Cedar	15 gal	Medium	9
	(E)	Existing Tree to Remain Species Varies	Existing	N/A	61
	QUE AGR	Quercus agrifolia Coast Live Oak	24"box	Very Low	5

PLANT PALETTE



MWELO

ETWU (Estimated Total Water Use)

Valve #	Plant Type	Plant Factor	Irrigation Method	Irrigation Efficiency	ETAF (PF/IE)	Area (H ²)	ETAF x Area	ETWU (Eto)(0.62)(ETAF)(Area)
A-1	Tree-M	0.5	RWS	0.81	0.62	162	100	2,734
A-2	Tree-VL	0.1	RWS	0.81	0.12	90	11	304
					0.44	252	111	3,038

MAWA (Maximum Applied Water Allowance)

	Eto	0.62	ETAF	Area (H ²)	MAWA (Eto)(0.62)(ETAF)(Area)
	44.1	0.62	0.45	252	3,101

The ETWU (3,038) is less than the MAWA (3,101), therefore this design complies with the California Code of Regulations Title 23, Waters - Model Water Efficient Landscape Ordinance.

IRRIGATION STATEMENT

- All irrigation will be designed to meet Napa County Water Efficient Landscape Ordinance and will contain the following components:
- The irrigation system will be designed and installed to meet irrigation efficiency described in the maximum applied water allowance.
 - Weather based, self-adjusting irrigation controller with a rain sensor.
 - Emitters to include root zone bubblers for trees.
 - Trees to be placed on separate valves per water use requirements.
 - Isolation valves to be installed at point of connection and before each valve or manifold.
 - Pressure regulation to be installed.
 - Separate valves to be installed to irrigate zones of med and low water use plantings.
 - No spray irrigation is to be installed.

HALL & BARTLEY
ARCHITECTURE AND PLANNING
1070 OLD REDWOOD HIGHWAY, SANTA ROSA, CALIFORNIA 95401-5441-5442

BERINGER VINEYARDS
ICON III

ST HELENA
1000 PRATT AVE
NAPA COUNTY
CALIFORNIA

SCHEMATIC PLANTING PLAN

PROJECT 1614
DRAWN CL
CHECK WM
SCALE AS NOTED
DATE 3/16/17

L1.1

LEGAL DESCRIPTION

Order No.: 602369-TO

EXHIBIT "A"

The land herein referred to is situated in the State of California, County of Napa, and is described as follows:

TRACT ONE

Parcel B, as shown on that certain Parcel Map of a portion of property of Doreen R. Quaglia, et al filed June 7, 1971 in Book 3 of Parcel Maps, #2054 at page 8 in the office of the Recorder of Napa County.
APN: 009-010-025

TRACT TWO

PARCEL ONE:

Commencing at the point formed by the intersection of the Northeastern line of the State Highway running from St. Helena to Calistoga with the Southeastern line of the lands of Moffit, formerly Krug; thence along the Northeastly line of said right of way South 39° 30' East 1389 feet more or less to the center of York Creek; thence northerly down the center line of York Creek, following all its meanderings to the most northern corner of the 15.27 acre tract heretofore conveyed by David Hudson to Margaret S. Potts by deed of record in Volume "M" of Deeds at page 218, said Napa County Records; thence leaving said creek and running along the Northeastly line of the land so conveyed to Potts above referred to, South 61° east 700.92 feet, more or less, to the Northwestly line of Hudson Street; thence along said line of Hudson Street, North 28° East to the point of intersection thereof with the Northeastly line of the right of way of the Southern Pacific Railroad Company; thence along said Northeastly line of said railroad right of way North 34 1/2° West 465 feet; thence leaving said right of way South 58° 35' East 413 feet to a point on the Northwestly line of Hudson Street; thence along said line of Hudson Street North 28° East 590.6 feet to the most Southern corner of the 16.02 acre tract conveyed to Emil Zange by deed of record in Volume "T" of Deeds, at page 4 said Napa County Records; thence along said Zange's Southwestern line and the prolongation thereof North 58° 45' West 1653.26 feet to the Southwestern corner of that certain 7.25 acre parcel conveyed to Joseph A. Varozza by deed of record in Volume 64 of Official Records, at page 467, said Napa County Records; said point being on the Southeastly line of the lands formerly of Krug now of Moffitt; thence along said Southeastly line of said Moffitt South 28° West 1596.70 feet to the point of commencement.

Excepting therefrom, however, the right of way lands of the Southern Pacific Railroad Company.

Also excepting therefrom the following:

Commencing at a point on the Northeastly line of the 15.27 acre tract of land conveyed to David Hudson to Margaret S. Potts by deed of record in Volume "M" of Deeds at page 218, said Napa County Records, which said point is north 61° 00' West and 20.00 feet distant from the intersection of said line with the Northwestly line of Pratt Avenue (formerly Hudson Street), and running thence South 61° 00' East 20.00 feet to a point in said line of Pratt Avenue, which said point is also the intersection of said Northwestly line of Pratt Avenue with the Southwestly right of way line of the Southern Pacific Railroad Company; thence North 34° 48' West and along said land mentioned line 22.10 feet, and thence North 30° 00' East 9.76 feet to the point of commencement as conveyed to the City of St. Helena, a political subdivision by Deed recorded October 5, 1960 in Book 619 of Official Records page 417, Napa County Records.

Also Excepting Therefrom:

Parcel A as shown on that certain Parcel Map of a portion of property of Premium Wines, Inc., filed June 22, 1971 in Book 3 of Parcel Maps, at Page 12 in the Office of the Recorder of Napa County, as conveyed by Deed to Doreen R. Quaglia, Lois Bettini and Rose Bettini Recorded June 22, 1971 in Book 653 of Official Records, page 318, Napa County Records.

PARCEL TWO:

Parcel A as shown on that certain Parcel Map of a portion of property of Doreen R. Quaglia, et al filed June 7, 1971 in Book 3 of Parcel Maps, #2054 at Page 8 in the office of the Recorder of Napa County.
APN: 009-010-026

TRACT THREE

Commencing on the southwestly line of Main Street, in the City of St. Helena at the most easterly corner of the tract of land heretofore conveyed to Charles Carpy by deed dated June 14, 1894 and of record in Book 53 of Deeds, at page 167 records of said Napa County; thence South 39 1/2° East along the said southwestly line of Main Street 357 feet to a point distant North 39 1/2° West 17 feet from the center of the northerly post of the northerly entrance gate of the Beringer Wine Cellar; thence South 44 3/4° West 266 feet; thence along an old picket fence North 41 3/4° West 270 feet to the southeastern line of the tract of land heretofore conveyed to Charles Carpy as aforesaid; North 28° East along last mentioned line, 295 feet to the point of commencement. Being a portion of the Carne Humana Rancho.

APN: 009-131-006

TRACT FOUR

PARCEL ONE:

Commencing on the Southwestly side of Main Street in the Town of St. Helena, at a point which bears N. 39 1/2° W. 6 feet distant from the most Northerly corner of the tract of land conveyed by J. L. Beringer to F. Beringer, by deed dated June 6, 1891 and of record in Liber 47 of Deeds, page 324, Napa County Records; thence from said point of beginning N. 39 1/2° W. along the said Southwestly side of Main Street 459 feet to the Southerly side of the base stone of the Southerly post of the Northerly entrance gate to the Beringer Wine Cellar; thence S. 46 3/4° W. 137 1/2 feet; thence S. 28 3/4° W. 30 1/2 feet; thence S. 5 3/4° W. 147 feet; thence S. 39 1/2° E. 308 1/2 feet to a stake on the Northerly side of a small drainage ditch, and three feet from the center thereof; thence North 55 1/4° East along the Northerly side of said ditch and three feet from the center thereof 273 feet, to the place of beginning

PARCEL TWO:

Commencing at the most Southerly corner of the 2.11 acre tract of land conveyed by Bertha Beringer to Jacob L. Beringer by deed of record in Volume 86 of Deeds, page 525, Napa County Records; running thence along the Southwestly line of said 2.11 acre tract North 39° 40' West 308.50 feet to an angle in said line; thence South 5° 45' West 15.50 feet; thence South 38° 14' East 296.20 feet to a point 3 feet Northwest of the center line of a drainage ditch; thence North 55° East 18.50 feet to the point of commencement.

APN: 009-131-007

TRACT FIVE

PARCEL ONE:

Commencing at a four inch redwood stake nine and one half feet from the base of the stone wall in front of the main cellar of Beringer Bros., in the Town of St. Helena, the north corner of which cellar distant 64 1/2 feet bears S. 76 1/2° W. and the Eastern corner, distant 101 feet bears S. 3° W; thence running N. 55° E. 318 1/2 feet to a stake on the Southerly line of Main Street; thence S. 39 1/4° E. along said line of Main Street, 190 feet to a stake; thence S. 55° W. across the lawn and orchard 377 1/2 feet to a stake seven feet from the base of the above mentioned wall, from which stake the North corner of the Distillery Tower distant 45 feet bears S. 71 1/2° W. and the East corner distant 54 feet bears S. 18 3/4° W.; thence N. 23° 193 1/2 feet to the place of beginning.

Being the same land conveyed by F. Beringer on the 6th day of January 1891, to Jacob L. Beringer, and recorded in Book 47 of Deeds, on page 324, Records of Napa County.

PARCEL TWO:

Also a strip of land extending about at right angles with Main Street between the residence of Mrs. Bertha Beringer and Mrs. Agnes Beringer, and more particularly described as follows: to-wit:

Beginning at a stake from which the North tower of the distillery is S. 71° 30' W. 45 feet, and the East corner is S. 18° 45' W. 54 feet, a stone wall extending along in front of the wine cellar is seven feet distant; thence N. 55° 00' E. 377.5 feet to a marked stone projecting from the stone fence along Main Street; thence following said fence along Main Street, S. 39° 15' E. 15 feet to a spike driven in the stone fence; thence S. 55° 00' W. 379.0 feet across the lawn, and through the orchard to a stake set in the ground; thence N. 23° W. 15 feet to the place of beginning.

PARCEL THREE:

Also a strip of land extending from Main Street, between the residences of Mrs. Bertha Beringer and Mrs. Agnes Beringer, and more particularly described as follows, to-wit:

Beginning at a spike driven in the stone wall S. 39° 15' E. 15 feet from a marked stone projecting from the said wall or fence, along Main Street in front of J. L. Beringer's residence; thence following this fence S. 39° 15' E. 22.40 feet to a gate post of stone; thence at about a right angle with Main Street S. 55° W. 389.80 feet to a stake set in the ground eight and one half feet from the foot of stone wall; thence N. 22° 30' W. 23.30 feet to a stake, thence N. 55° E. 379.00 feet to the place of beginning.

EXCEPTING THEREFROM the following: commencing at the most Westerly corner of the 1.51 acre tract of land conveyed by Jacob L. Beringer to Agnes Beringer by deed of record in Volume 73 of Deeds, at page 247, Napa County Records; running thence along the Westerly line of said 1.51 acre tract South 21° 55' East 193.50 feet to the most Southerly corner thereof; thence along the Westerly line of the 0.13 acre tract conveyed to Agnes Beringer by deed of record in Volume 81 of Deeds, page 258, Napa County Records, and the 0.1971 acre tract conveyed to Agnes Beringer by deed of record in Volume 96 of Deeds, page 127, South 23° 22' East 38.30 feet to the most Southerly corner of the said 0.1971 acre tract; thence along the Southeastly line of said 0.1971 acre tract North 58° East 39.00 feet; thence North 31° 40' West 226.20 feet to the point of commencement as conveyed to Beringer Bros., Inc. by deed recorded October 4, 1934 in Book 88 of Official Records, page 493, Napa County Records.

APN: 009-131-008

TRACT SIX

PARCEL ONE:

All that certain real property situate, lying and being in the Town of St. Helena, County of Napa, State of California, bounded and described as follows: to-wit: commencing at the most Westerly corner of the 1.97 acre tract of land conveyed by Bertha Beringer to J. L. Beringer by deed of record in Volume 96 of Deeds, at page 128, said Napa County Records, said point of commencement being South 25° West 295 feet distant from the point formed by the intersection of the Southeastern line of the State Highway running from St. Helena to Calistoga with the Southeastern line of the 24.50 acre tract of land conveyed by the Graystone Company to Charles Carpy by deed of record in Volume 127 of Deeds, at page 47, said Napa County Records; thence along said Southeastern line of Carpy and the continuation thereof South 28° West 2059 feet, more or less, to the most Northerly corner of the lands of Louis E. Cavallini, thence along the Northeastern line of the lands of said Cavallini South 47° 7' East 373 feet to the most Westerly corner of the 1.90 acre tract conveyed to Otto Beringer by deed of record in Volume 11 of Official Records, at page 196, said Napa County Records; thence along the line of said 1.90 acre tract North 83° 15' East 402 feet, South 13° 50' East 146.10 feet and South 76° 5' East 155.10 feet, more or less, to the center of York Creek; thence Northeastly down the center line of said creek, following all of its meanderings to the intersection thereof with the Southwestern line of the aforesaid State Highway; thence along the Southwestern line of said Highway North 39° 30' West 60 feet, more or less, to the most Easterly corner of the tract of land conveyed to Myron M. Booth by deed of record in Volume 27 of Official Records, at page 46, said Napa County Records; thence along the Southeastern line of said tract conveyed to Booth South 47° 6' West 496 feet to the most Southerly corner thereof; thence along the Southwestly line of said tract conveyed to Booth North 23° 22' West 390.70 feet to the most Southerly corner of the 0.102 acre tract conveyed to Beringer Bros. Inc., by deed of record in Volume 98 of Official Records, at page 493, said Napa County Records; thence along the Southeastly line of said 0.102 acre tract North 55° East 39 feet to the most Easterly corner thereof; thence along the Northeastly line of said 0.102 acre tract North 31° 40' West 226.20 feet to the most Southerly corner of the 1.51 acre tract of land conveyed to Agnes Beringer by deed of record in Volume 73 of Deeds, at page 247, said Napa County Records; thence along the Northwestern line of said 1.51 acre tract North 5° East 318.50 feet to the most Northerly corner of said 1.51 acre tract on the aforesaid State Highway; thence along said Highway line North 39° 30' West 6 feet to the most Easterly corner of the 2.11 acre tract conveyed by Bertha Beringer to Jacob L. Beringer by deed of record in Volume 86 of Deeds, at page 525, said Napa County Records; thence along the Southeastly line of said 2.11 acre tract South 5° West 291.50 feet to the most Southerly corner of the 0.102 acre tract of land conveyed by Beringer Bros., Inc. to Bertha Beringer et al by deed of record in Volume 88 of Official Records, at page 491, said Napa County Records; thence along the Southwestern line of said last mentioned 0.102 acre tract North 37° 34' West 295.80 feet to the most Westerly corner thereof; thence along the Westerly line of said 0.102 acre tract and the aforesaid 2.11 acre tract North 5° 45' East 147 feet; thence along the Northwestern line of said 2.11 acre tract North 28° 45' East 30.50 feet and North 44° 45' East 137.50 feet to the most Northerly corner thereof on the Southwestern line of the aforesaid State Highway;

thence along said Highway line North 39° 30' West 30 feet, more or less, to the most Easterly corner of the 1.90 acre tract conveyed to J. L. Beringer by deed of record in Volume 96 of Deeds, at page 128, said Napa County Records; thence along the line of said 1.90 acre tract South 44° 45' West 266 feet and North 41° 45' West 270 feet to the point of commencement.

Excepting therefrom that certain One (1) acre tract heretofore conveyed by Sarah E. Spurr to Mrs. L. York by deed of record in Volume 32 of Deeds, at page 477, said Napa County Records.

PARCEL TWO:

Commencing at a point formed by the intersection of the center line of York or Hudson Creek with the South Western line of Main Street, and running thence along said line of Main Street, South 55° 30' East 6.16 chains, more or less, to the most Northern corner of the 6.16 acre tract heretofore conveyed by Robert Hastie and wife to Galen W. Fisher by deed of record in Volume 1 of Deeds, at page 266, said Napa County Records; thence at right angles South Westerly, following the North Western line of the lands so conveyed to Fisher as aforesaid, to the most Western corner thereof, said point being on the North Eastern line of the Brewery or Spring Mountain Road; thence North 64° West, following the said North Eastern line of said Brewery or Spring Mountain Road and the continuation thereof, to the center of said Hudson or York Creek, and thence North Easterly, following the meanderings of the center line of said Hudson or York Creek, to the point of commencement.

Being a portion of the Carne Humana Rancho, Excepting therefrom, however, 3 acres heretofore conveyed by Beringer Bros., a corporation, to Constant Bronisacoe and wife, by deed dated July 8, 1921 and recorded July 11th 1921 in Volume 132 of Deeds, at page 340, said Napa County Records.

PARCEL THREE:

Commencing at a four inch redwood stake 7 feet from the base of a stone wall in front of Beringer Bros. Distillery, from which the North corner of said Distillery distant 45 feet bears South 71 1/2° West and the East corner distant 54 feet bears South 18 3/4° West; thence running North 55° East 377 1/2 feet to a stake on the southerly line of Main Street; thence along Main Street south 39 1/4° East 352 feet to a stake near the edge of a roadway, from which stake a 20 inch white oak in the corner of the vineyard on the opposite side of the street, distant 68 1/2 feet bears North 65 1/2° East and the Westerly corner of the bridge across York Creek, distant 53 1/2 feet bears South 66 1/2° East; thence South 47 1/4° West along the margin of the roadway 496 feet to a stake from which a 20 inch black oak distant 67 feet bears North 22° East and the East corner of a small house distant 54 feet bears North 87 1/2° West; thence north 22 1/2° West 428 feet to the point of commencement.

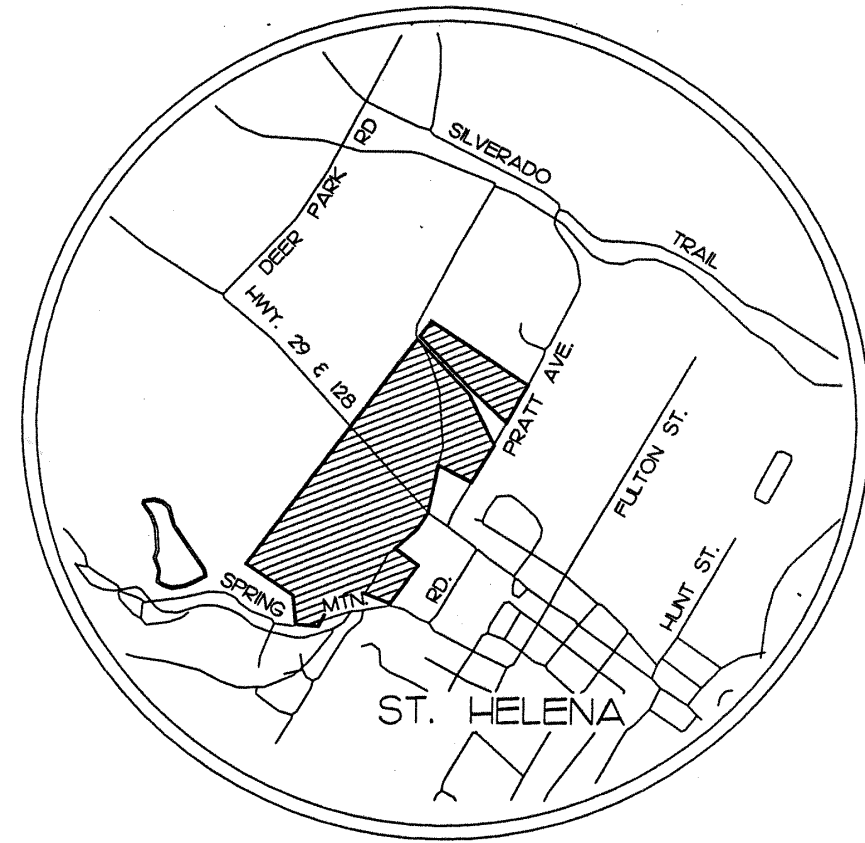
EXCEPTING THEREFROM : A strip of land extending about at right angle with Main Street, between the residence of Mrs. Bertha Beringer and Mrs. Agnes Beringer, and more particularly described as follows, to-wit:

Beginning at a stake from which the North tower of the Distillery is South 71° 30' West 45 feet, and the East corner is South 18° 45' West 54 feet, a stone wall extending along the front of the wine cellar is 7 feet distant; thence North 55° 00' East 377.5 feet to a marked stone projecting from the stone fence along Main Street; thence following said fence along Main Street South 39° 15' East 15 feet, to a spike driven in the stone fence; thence South 55° 00' West 379.0 feet across the lawn, and through the orchard to a stake set in the ground; thence North 23° West 15 feet to the place of beginning as conveyed to Agnes Beringer by Deed recorded May 27, 1907 in Book 81 of Deeds, page 258, Napa County Records.

Also Excepting therefrom: A strip of land extending from Main Street, between the residences of Mrs. Bertha Beringer and Mrs. Agnes Beringer, and more particularly described as follows, to-wit:

Beginning at a spike driven in the stone wall South 39° 15' East 15 feet from a marked stone projecting from the said wall or fence, along Main Street in front of J. L. Beringer's residence; thence following this fence South 39° 15' East 22.40 feet to a gate post of stone; thence at about a right angle with Main Street South 55° West 389.80 feet to a stake set in the ground 8-1/2 feet from the foot of a stone wall; thence North 22° 30' West 23.30 feet to a stake; thence North 55° East 379.00 feet to the place of beginning as conveyed to Agnes Beringer by Deed recorded March 16, 1910 in Book 96 of Deeds, page 127, Napa County Records.

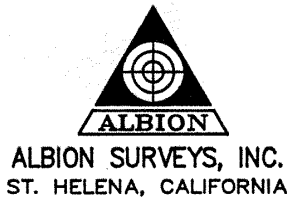
APN: 009-131-009



VICINITY MAP
N.T.S.

A.L.T.A. / A.C.S.M.
SUBURBAN LAND TITLE SURVEY
OF TRACTS ONE THROUGH SIX DESCRIBED IN THE PRELIMINARY REPORT
NO. 602369-TO, AMENDMENT #2, ISSUED OCTOBER 23, 1995 BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NAPA, CALIFORNIA
SAID TRACTS BEING A PORTION OF THE RANCHO CARNE HUMANA
COUNTY OF NAPA, STATE OF CALIFORNIA
N.C.A.P. NO. 9-010-025,026
N.C.A.P. NO. 9-031-005 THRU 009
JANUARY 5, 1996



SHEET 1 OF 11
1480-1LN.DWG

GENERAL NOTES

TITLE COMPANY:
Fidelity National Title Insurance Company
707 Randolph Street
PO Box 538
Napa, CA. 94559
Attn: Charlene Sergeant
Ph. 707-255-5800 FAX 707-252-4440

PRELIMINARY REPORT: 602369-TO Amendment #1

NATURE OF TITLE: A Fee as to Tracts One through Five, inclusive.
The Leasehold of Tract Seven as described in the Preliminary Report is not the subject of this Survey.

TITLE VESTED IN: Wine World, Inc., a Delaware Corporation, Successor by merger to Preferred Vineyards Properties, Inc., Successor by merger to Premium Wines, Inc.. A California Corporation as to Tract One, Tract Two, Tract Three, Tract Four-Parcel One, Tract Five, and Tract Six, and Martha Jane Raymond as to an undivided ½ interest and Otto Beringer, Jr. as to an undivided ½ interest as to Tract Four-Parcel Two.

Interior parcel lines were not surveyed, except for Tract Four-Parcel Two. Undimensioned features shown on the Survey were compiled, in part, by photogrammetric means, based upon ground control provided by Albion Surveys, Inc. and, in part, by field surveys in conformance with the accuracy standards referenced in the Surveyor's Certificate. All dimensioned features and features within five feet of the exterior boundary of the subject property were compiled by field surveys in conformance with the accuracy standards.

Designations for the parcels are given as "Tract One, Parcel One" or "Tract 1, Parcel 1" interchangeably

NOTES REGARDING EXCEPTIONS:

1-3: Supplemental taxes, general and special taxes, the lien of supplemental taxes, and taxes and assessments not shown as existing liens by public or taxing authority records: Not plottable.

4: Effect of riparian changes upon the boundaries of the site: York Creek is constrained by retaining walls, bridge culverts and other artificial embankments along much of its length along and through the subject property. Therefore the creek banks cannot be considered to lie in their "natural" locations. The "center" of the creek as shown as a boundary this Survey is either the existing thread of the stream or as derived from Maps #2113 and #2114 (Reference documents 10 and 11), and is not necessarily the line mid-way between the tops of existing creek banks.

5: Rights for commerce, navigation and fishery within York Creek. The location of York Creek is plotted on the Survey.

6: Rights of the public to use any portion of the subject property that lies within any public road or highway: The right of way lines of Pratt Avenue, State Highway 29/128, and a portion of Spring Mountain Road are shown in conformance with record documents. A portion of occupied Spring Mountain Road crosses the property adjacent to York Creek. This portion, noted on the Survey, does not conform to the location of the 40 foot wide road as described in County of Napa Road Petition No.59. This deviation appears to be long standing.

7: Easement for pipeline purposes ("Y" Deeds 325) The location contained in the document is not specific, calling for a pipeline "on the bank or Northerly side of York Creek..as now laid... on a line nearly parallel to York Creek" between Spring Mountain Road and Main Street (State Highway 29/128). According to the City Engineer of the City of St. Helena this route is not currently being used for an water main. No surface evidence of an active water main along this route was observed during the course of this Survey.

8: Easement for electrical and telephone lines (101 Deeds 4) The location of

the easement is not specified and is not plotted, but appears to affect Tract One.

9: Water well and pipeline easement (11 O.R. 194) The location of the easement is not specified, and is not plotted, but appears to affect Tract Five, Parcel One for the benefit of adjoining lands. The easement should be considered to be extinguished due to common ownership of affected and benefitted parcels.

10: Drainage easement (11 O.R. 195): The location of the easement is not specified, and is not plotted, but appears to affect Tract Five, Parcel One for the benefit of adjoining lands. The easement should be considered to be extinguished due to common ownership of affected and benefitted parcels.

11: Public Street easement (620 O.R. 50): Does not affect the subject property, and is not plotted. The easement abuts Tract One and Tract Two Parcel Two and incorporates the street right of way of Pratt Avenue fronting these parcels.

12: Pacific Telephone and Telegraph Company easement (711 O.R. 582): Plotted along the Northeasterly side of State Highway 29/128

13: Public Road easement (852 O.R. 556): Plotted along the Northwesterly side of Pratt Avenue

14: Deed of Trust (884 O.R. 600): Not plottable.

15: Affects lands not surveyed (Tract Seven)

16: Agreement regarding use of a septic tank (966 O.R. 339): Compliance not ascertained.

17: Pacific Gas and Electric Company easement (1025 O.R. 465): Plotted within the central portion of Tract 2, Parcel 1.

18: Pacific Gas and Electric Company easement (1042 O.R. 288): Plotted along the Northeasterly side of State Highway 29/128.

19: Agreement regarding use of a septic tank (1056 O.R. 123): Compliance not ascertained

20: Affects lands not surveyed (Tract Seven)

21: Covenants, conditions and restrictions regarding effluent volumes (1524 O.R. 473): Compliance not ascertained

22-33: Affect lands not surveyed (Tract Seven)

34: Agreement regarding a Public Bicycle Path easement (1992-026994): Compliance not ascertained.

35: Public Bicycle Path easement (1992-026994): Plotted along the Northeasterly side of State Highway 29/128.

36: Terms, conditions and provisions contained in "Use Permit No 92-47" (1993-017299): Compliance not ascertained.

37: Pacific Gas and Electric Company easement (1995-023177): Plotted at the Northern corner of Tract 2, Parcel 1. No PG&E facilities were found in this area. The description contained in the referenced document is vague and subject to interpretation.

38: Pacific Gas and Electric Company easement (1995-023178): Plotted along the Northeasterly side of State Highway 29/128.

39-41: Requirements of Fidelity National Title Insurance Company: Not plottable

42: Community interest of spouse of vestee: Affects Tract Four, Parcel Four, which is plotted.

43: Matters disclosed by inspection: As shown on the Survey.

44: Water rights: Not plottable. Creeks and water courses are shown.

45: ALTA/ACSM Survey requirement.

Surveyor's Certificate:

To: Fidelity National Title Insurance Company
Pacific Coast Farm Credit Service, A.C.A.
The Texas Pacific Group

This is to certify that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and ACSM in 1992 and includes items 2,4,8, and 10 of Table A thereof, and (ii) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of a "Suburban" Survey.

For Albion Surveys, Inc., a California Corporation:

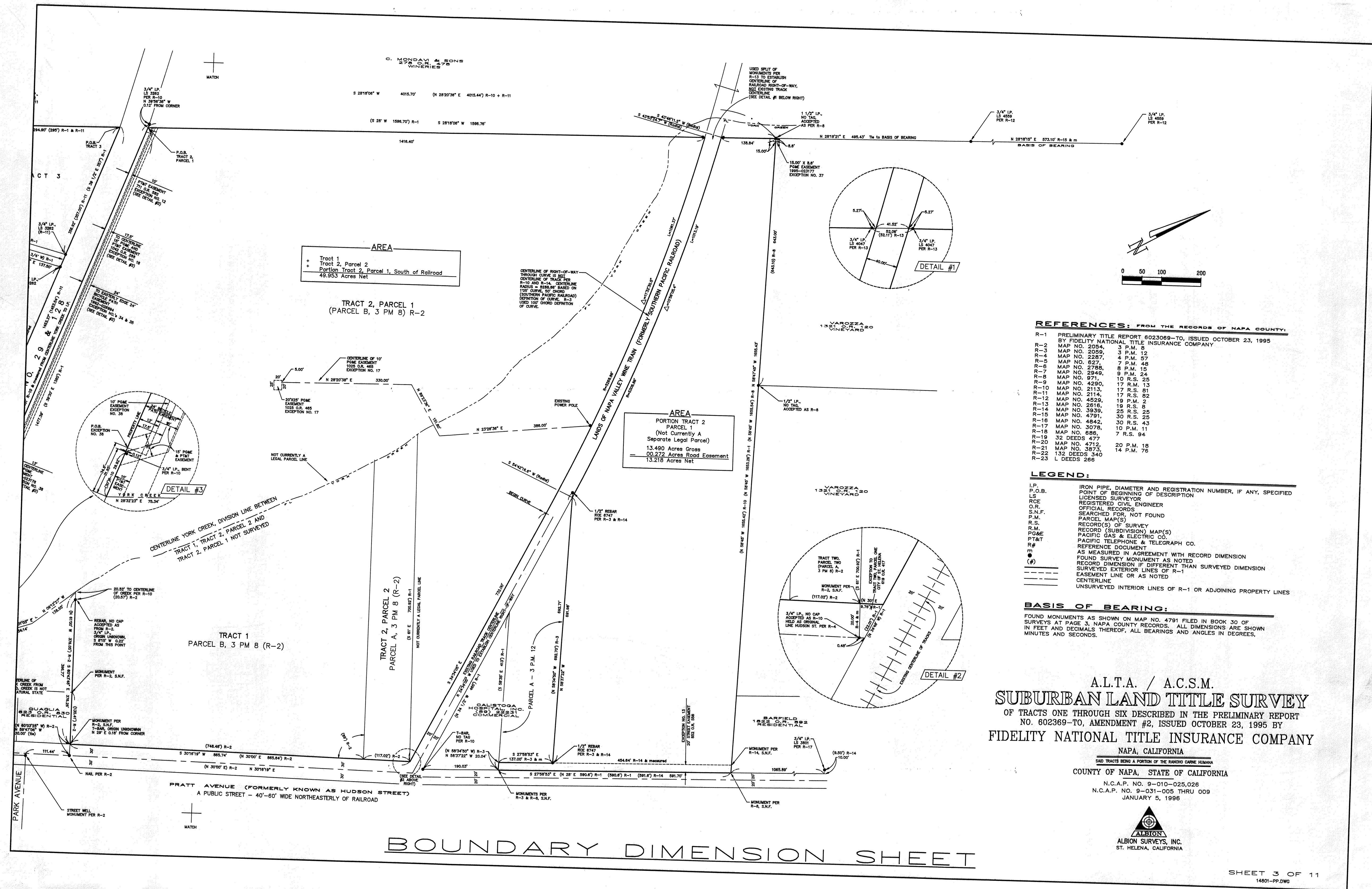
J. Robert A. Bell
California Licensed Land Surveyor No. 5080
Renewal date: June 30, 1999

A.L.T.A. / A.C.S.M.
SUBURBAN LAND TITLE SURVEY
OF TRACTS ONE THROUGH SIX DESCRIBED IN THE PRELIMINARY REPORT
NO. 602369-TO, AMENDMENT #2, ISSUED OCTOBER 23, 1995 BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NAPA, CALIFORNIA
SAID TRACTS BEING A PORTION OF THE RANCHO CARNE HUMANA
COUNTY OF NAPA, STATE OF CALIFORNIA
N.C.A.P. NO. 9-010-025,026
N.C.A.P. NO. 9-031-005 THRU 009
JANUARY 5, 1996



SHEET 2 OF 11
1480-1LN.DWG



REFERENCES: FROM THE RECORDS OF NAPA COUNTY:

R-1	PRELIMINARY TITLE REPORT 6023089-TO, ISSUED OCTOBER 23, 1995
R-2	BY FIDELITY NATIONAL TITLE INSURANCE COMPANY
R-3	MAP NO. 2054, 3 P.M. 8
R-4	MAP NO. 2287, 4 P.M. 57
R-5	MAP NO. 627, 7 P.M. 48
R-6	MAP NO. 2788, 8 P.M. 15
R-7	MAP NO. 2949, 9 P.M. 24
R-8	MAP NO. 971, 10 R.S. 25
R-9	MAP NO. 4290, 17 R.M. 13
R-10	MAP NO. 2113, 17 R.S. 81
R-11	MAP NO. 2114, 17 R.S. 82
R-12	MAP NO. 4529, 19 P.M. 2
R-13	MAP NO. 2616, 19 R.S. 6
R-14	MAP NO. 5939, 25 R.S. 25
R-15	MAP NO. 4791, 30 R.S. 43
R-16	MAP NO. 4842, 10 P.M. 11
R-17	MAP NO. 3078, 7 R.S. 94
R-18	MAP NO. 686, 20 P.M. 18
R-19	32 DEEDS 477
R-20	MAP NO. 4712, 14 P.M. 76
R-21	MAP NO. 3873, 14 P.M. 76
R-22	132 DEEDS 340
R-23	L DEEDS 266

LEGEND:

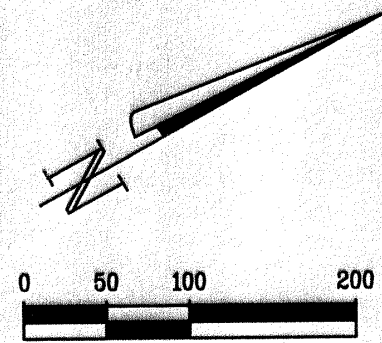
I.P.	IRON PIPE, DIAMETER AND REGISTRATION NUMBER, IF ANY, SPECIFIED
P.O.B.	POINT OF BEGINNING OF DESCRIPTION
LS	LICENSED SURVEYOR
RCE	REGISTERED CIVIL ENGINEER
O.R.	OFFICIAL RECORDS
S.N.F.	SEARCHED FOR, NOT FOUND
P.M.	PARCEL MAP(S)
R.S.	RECORD(S) OF SURVEY
R.M.	RECORD (SUBDIVISION) MAP(S)
P.C.E.	PACIFIC GAS & ELECTRIC CO.
PT&T	PACIFIC TELEPHONE & TELEGRAPH CO.
R#	REFERENCE DOCUMENT
AS	AS MEASURED IN AGREEMENT WITH RECORD DIMENSION
FOUND	FOUND SURVEY MONUMENT AS NOTED
RECORD	RECORD DIMENSION IF DIFFERENT THAN SURVEYED DIMENSION
SURVEYED	SURVEYED EXTERIOR LINES OF R-1
EASEMENT	EASEMENT LINE OR AS NOTED
CENTERLINE	CENTERLINE
UNSURVEYED	UNSURVEYED INTERIOR LINES OF R-1 OR ADJOINING PROPERTY LINES

BASIS OF BEARING:

FOUND MONUMENTS AS SHOWN ON MAP NO. 4791 FILED IN BOOK 30 OF SURVEYS AT PAGE 3, NAPA COUNTY RECORDS. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF, ALL BEARINGS AND ANGLES IN DEGREES, MINUTES AND SECONDS.

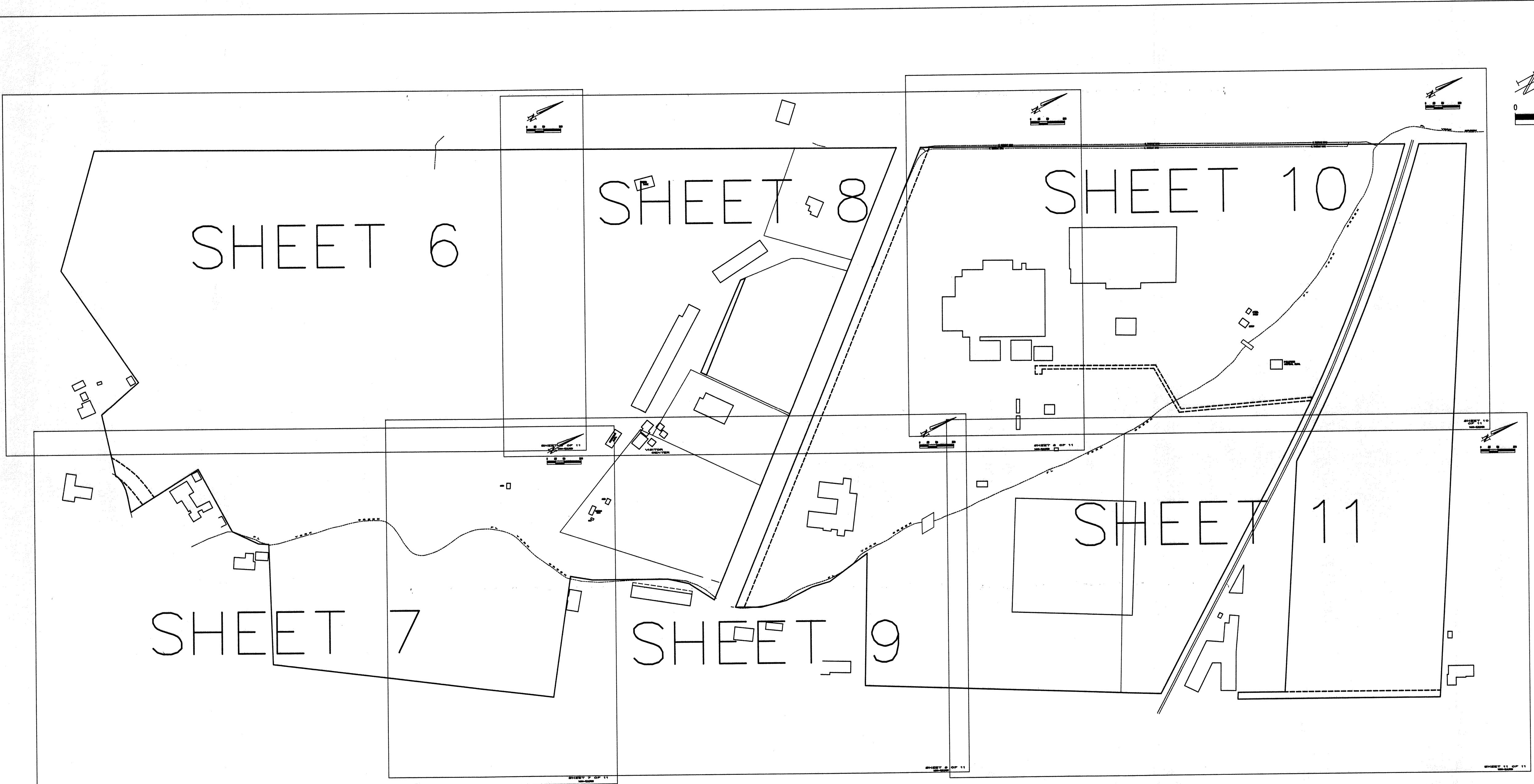
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COUNTY OF NAPA, STATE OF CALIFORNIA
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N.C.A.P. NO. 9-031-005 THRU 009
JANUARY 5, 1996

ALBION SURVEYS, INC.
ST. HELENA, CALIFORNIA



AREA	
Tracts 3, 4, 5 & 6 =	64.933 Acres
(Exclusive of Tract 5, Parcel 2)	
Area Within Occupied	0.135 Acres
Spring Mountain Road	
Tract 5, Parcel 2 =	0.103
	64.895 Acres Net

BOUNDARY DIMENSION SHEET

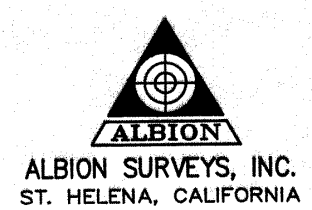


LEGEND

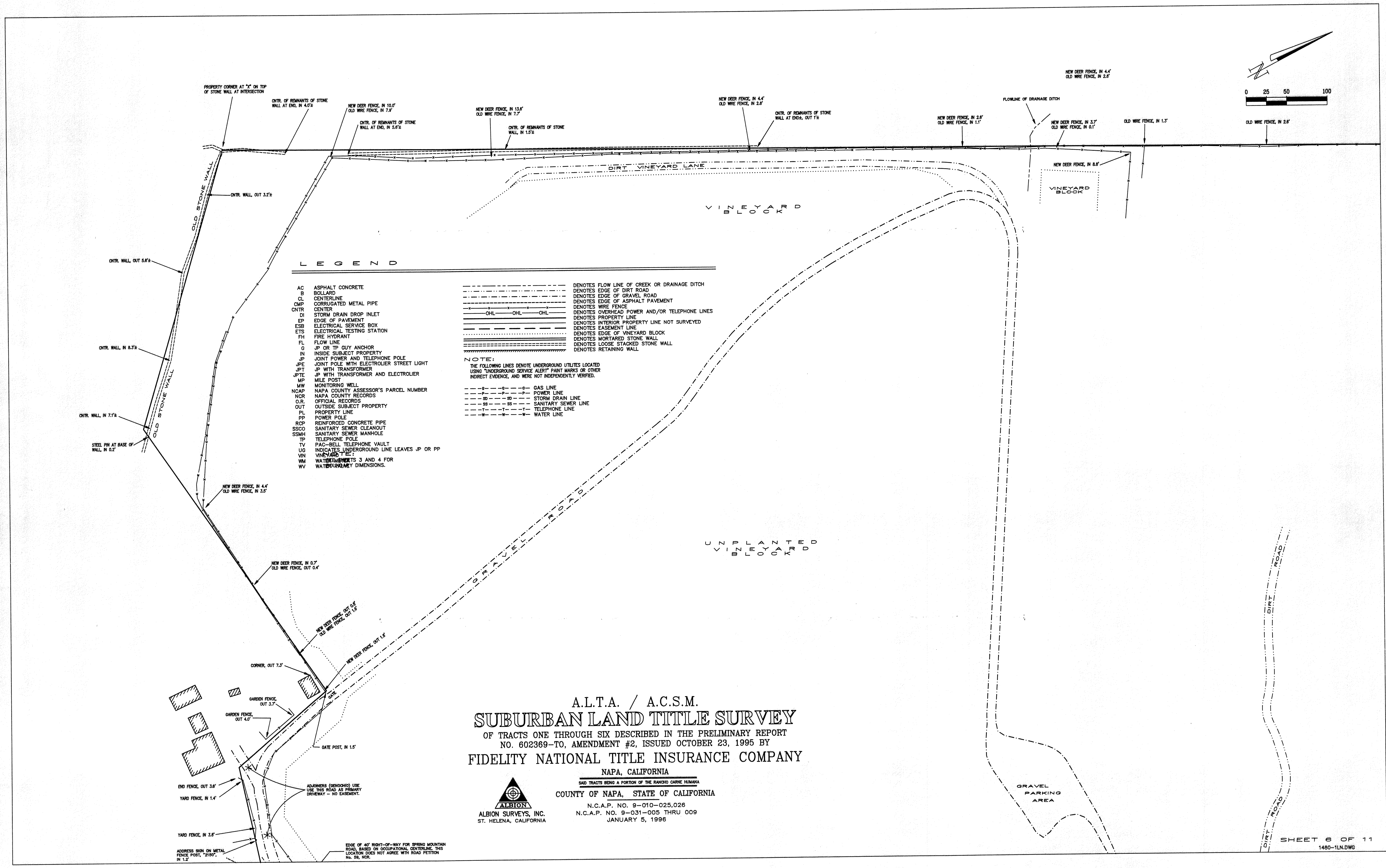
- AC ASPHALT CONCRETE
- B BOLLARD
- CL CENTERLINE
- CMP CORRUGATED METAL PIPE
- CNTR CENTER
- DI STORM DRAIN DROP INLET
- EP EDGE OF PAVEMENT
- ESB ELECTRICAL SERVICE BOX
- ETS ELECTRICAL TESTING STATION
- FL FIRE HYDRANT
- FL FLOW LINE
- G JP OR TP GUY ANCHOR
- IN INSIDE SUBJECT PROPERTY
- N JOINT POWER AND TELEPHONE POLE
- JPE JOINT POLE WITH ELECTROLIER STREET LIGHT
- JPT JP WITH TRANSFORMER
- JPTE JP WITH TRANSFORMER AND ELECTROLIER
- MP MILE POST
- MW MONITORING WELL
- NCAP NAPA COUNTY ASSESSOR'S PARCEL NUMBER
- NCR NAPA COUNTY RECORDS
- O.R. OFFICIAL RECORDS
- OUT OUTSIDE SUBJECT PROPERTY
- PL PROPERTY LINE
- PP POWER POLE
- RCP REINFORCED CONCRETE PIPE
- SSCO SANITARY SEWER CLEANOUT
- SSMH SANITARY SEWER MANHOLE
- TP TELEPHONE POLE
- TV PAC-BELL TELEPHONE VAULT
- UG INDICATES UNDERGROUND LINE LEAVES JP OR PP
- VN VINEYARD
- WM WATER METER
- WV WATER VALVE

- DENOTES FLOW LINE OF CREEK OR DRAINAGE DITCH
 - DENOTES EDGE OF DIRT ROAD
 - DENOTES EDGE OF GRAVEL ROAD
 - DENOTES EDGE OF ASPHALT PAVEMENT
 - DENOTES WIRE FENCE
 - DENOTES OVERHEAD POWER AND/OR TELEPHONE LINES
 - DENOTES PROPERTY LINE
 - DENOTES INTERIOR PROPERTY LINE NOT SURVEYED
 - DENOTES EASEMENT LINE
 - DENOTES EDGE OF VINEYARD BLOCK
 - DENOTES MORTARED STONE WALL
 - DENOTES LOOSE STACKED STONE WALL
 - DENOTES RETAINING WALL
- NOTE:
THE FOLLOWING LINES DENOTE UNDERGROUND UTILITIES LOCATED
USING UNDERGROUND SERVICE ALERT PAINT MARKS OR OTHER
INDIRECT EVIDENCE, AND WERE NOT INDEPENDENTLY VERIFIED.
- GAS LINE
 - POWER LINE
 - STORM DRAIN LINE
 - SANITARY SEWER LINE
 - TELEPHONE LINE
 - WATER LINE

A.L.T.A. / A.C.S.M.
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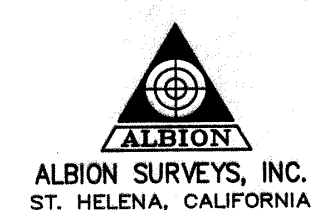


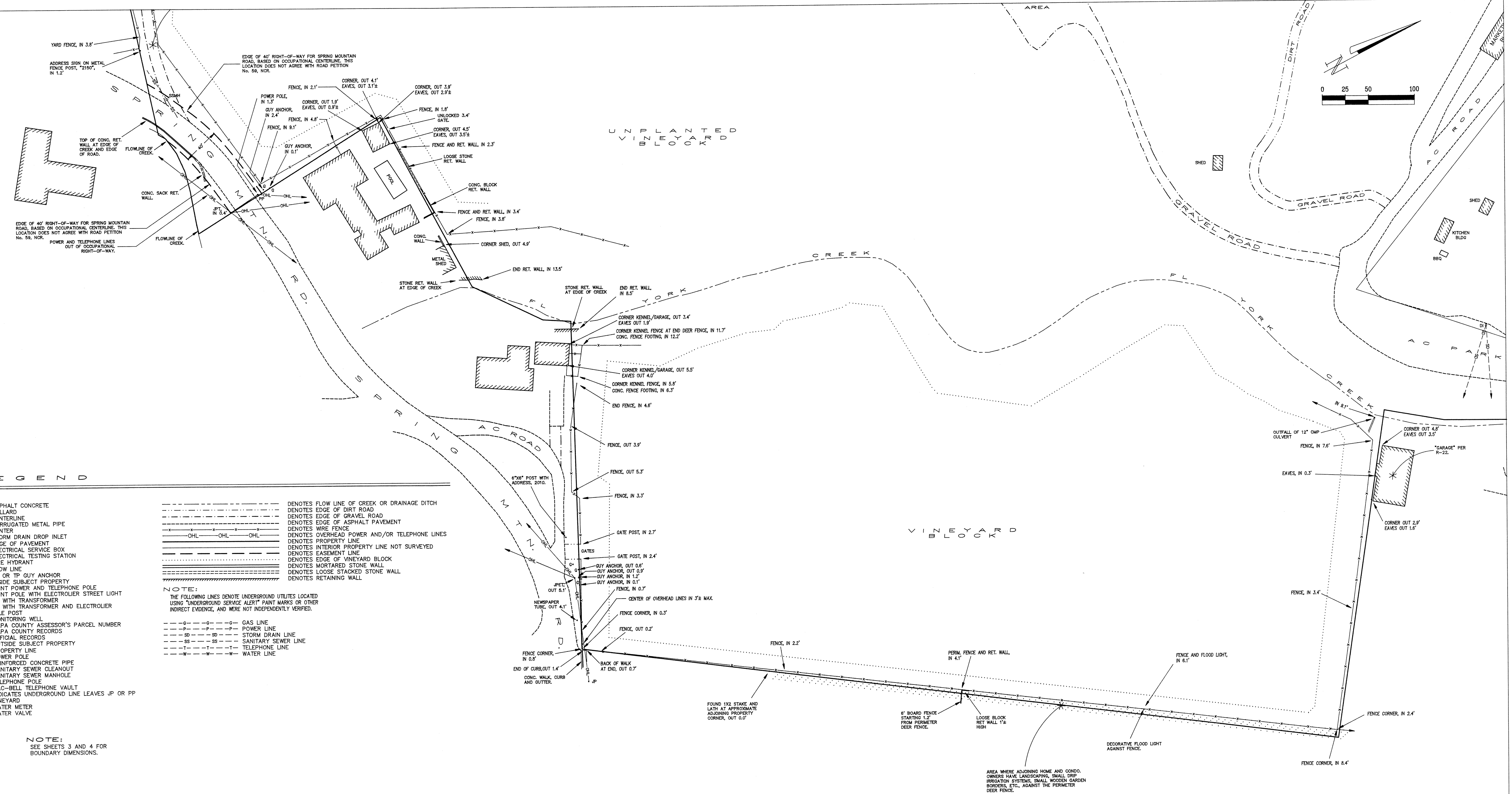
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LEGEND

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NOTE:
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- GAS LINE
- POWER LINE
- STORM DRAIN LINE
- SANITARY SEWER LINE
- TELEPHONE LINE
- WATER LINE

NOTE:
SEE SHEETS 3 AND 4 FOR
BOUNDARY DIMENSIONS.

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JANUARY 5, 1996

SHEET 7 OF 11
1480-1LN.DWG

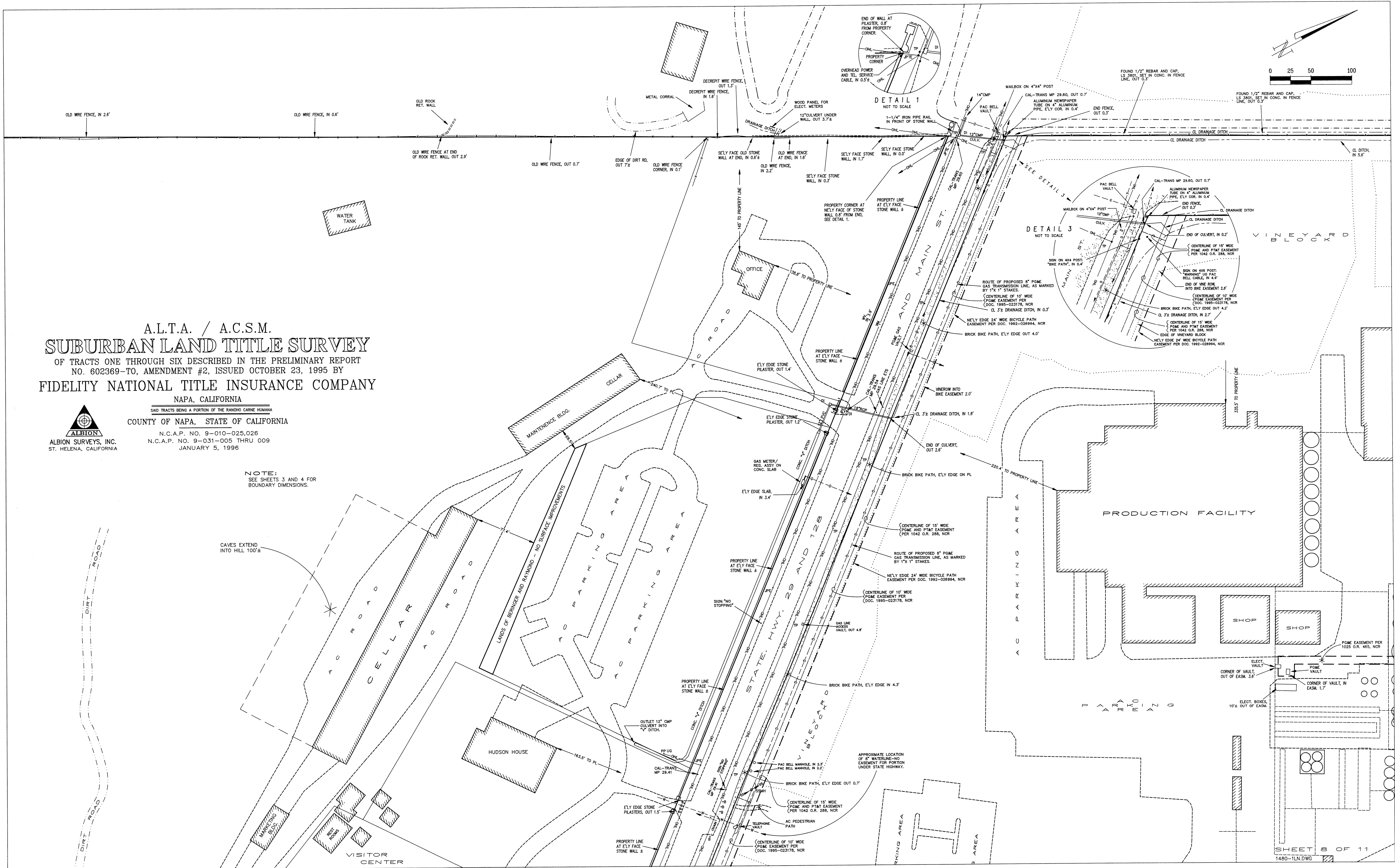
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JANUARY 5, 1996

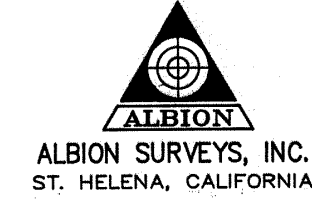
NOTE:
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CAVES EXTEND
INTO HILL 100'±

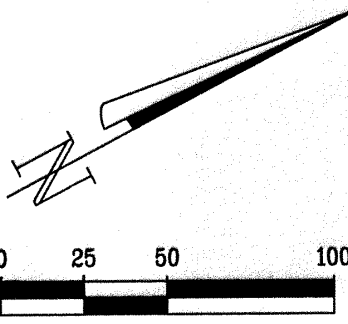


SHEET 8 OF 11
1480-1LN.DWG

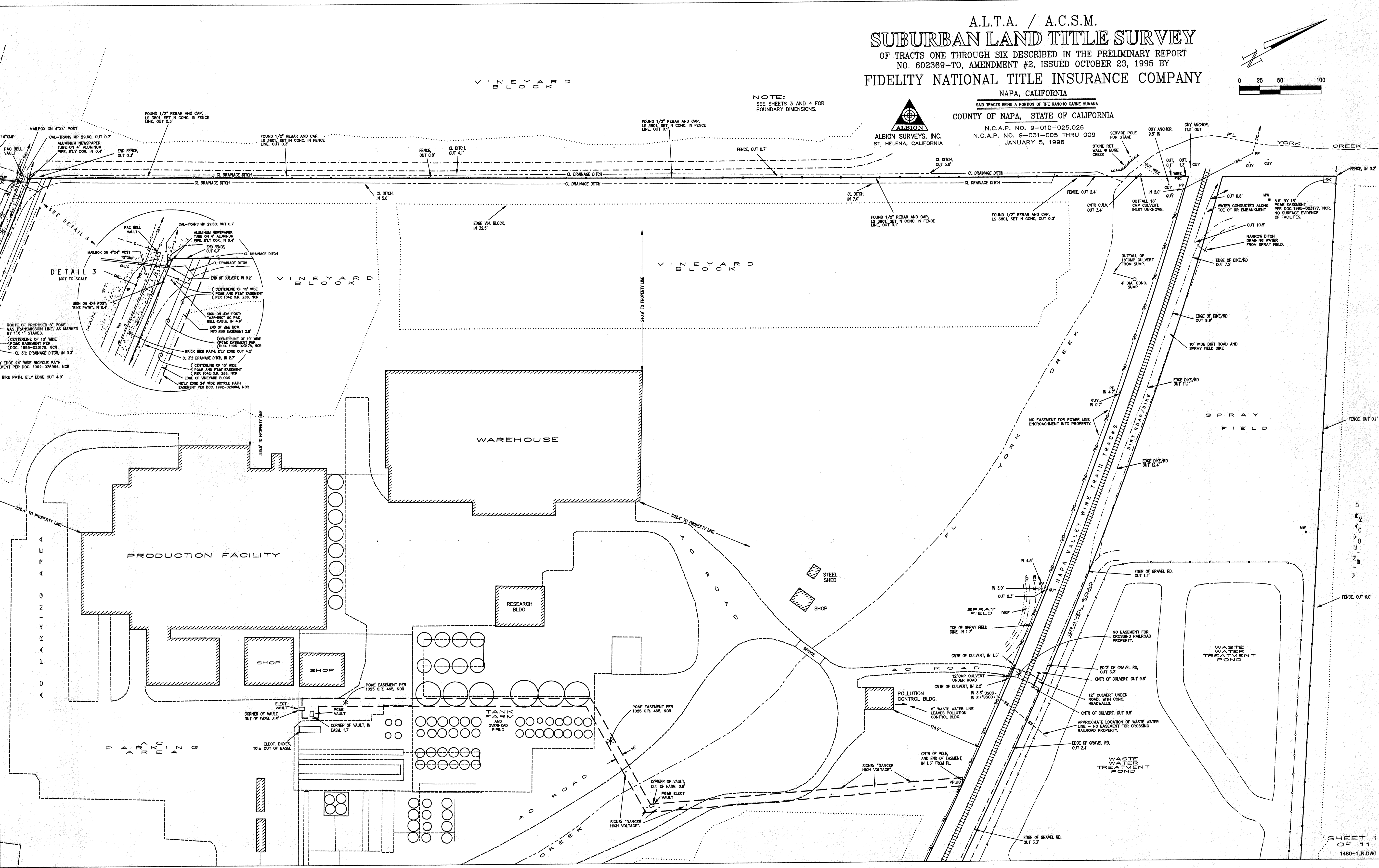
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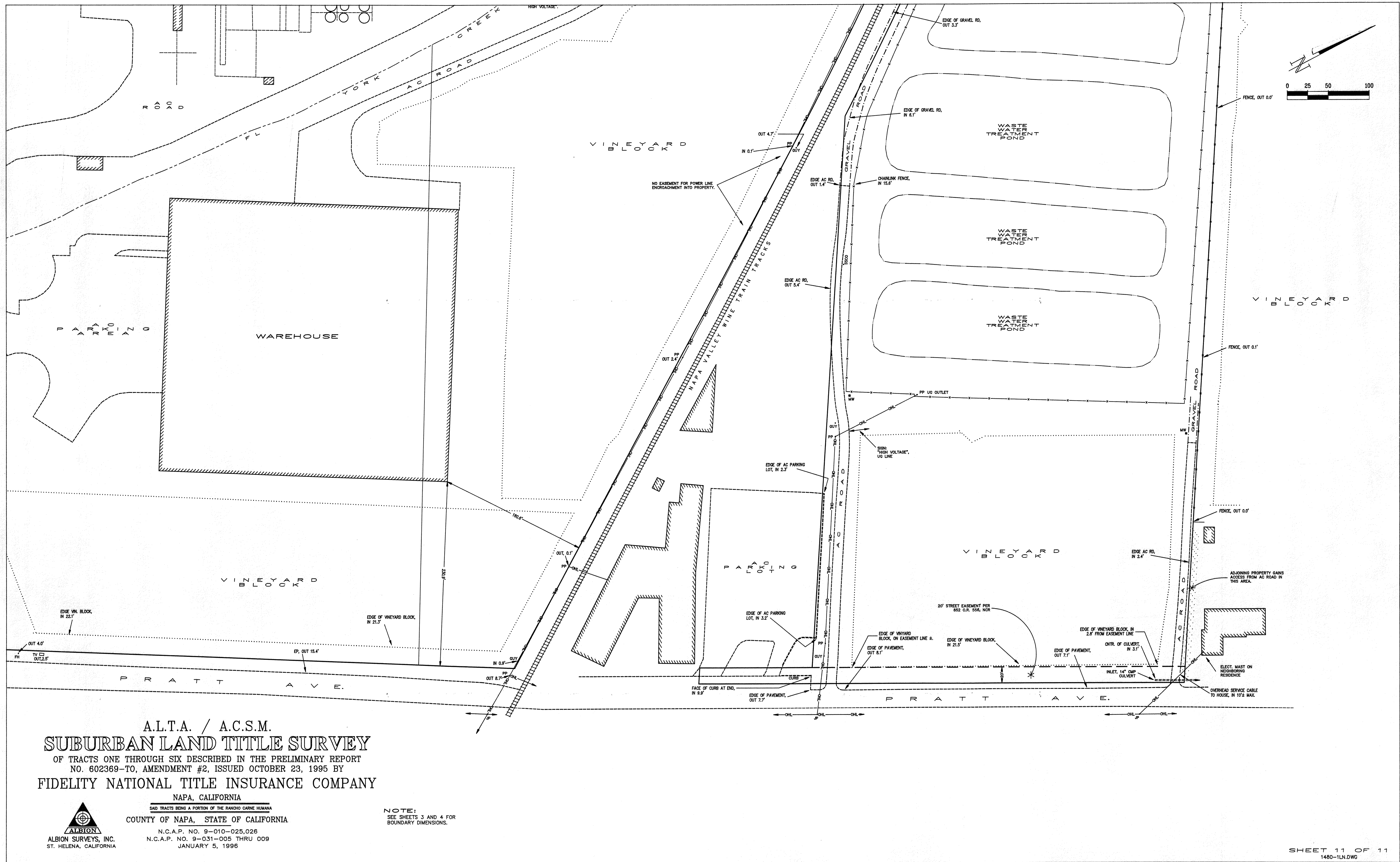
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JANUARY 5, 1998



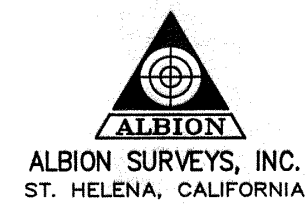
NOTE:
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SHEET 10
OF 11
1480-1UN.DWG



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JANUARY 5, 1996

NOTE:
SEE SHEETS 3 AND 4 FOR
BOUNDARY DIMENSIONS.

SHEET 11 OF 11
1480-1LN.DWG



Appeal of Beringer Icon III

By: Lilly Bianco, Contract Planner

Department of Planning

June 13, 2017 City Council Meeting



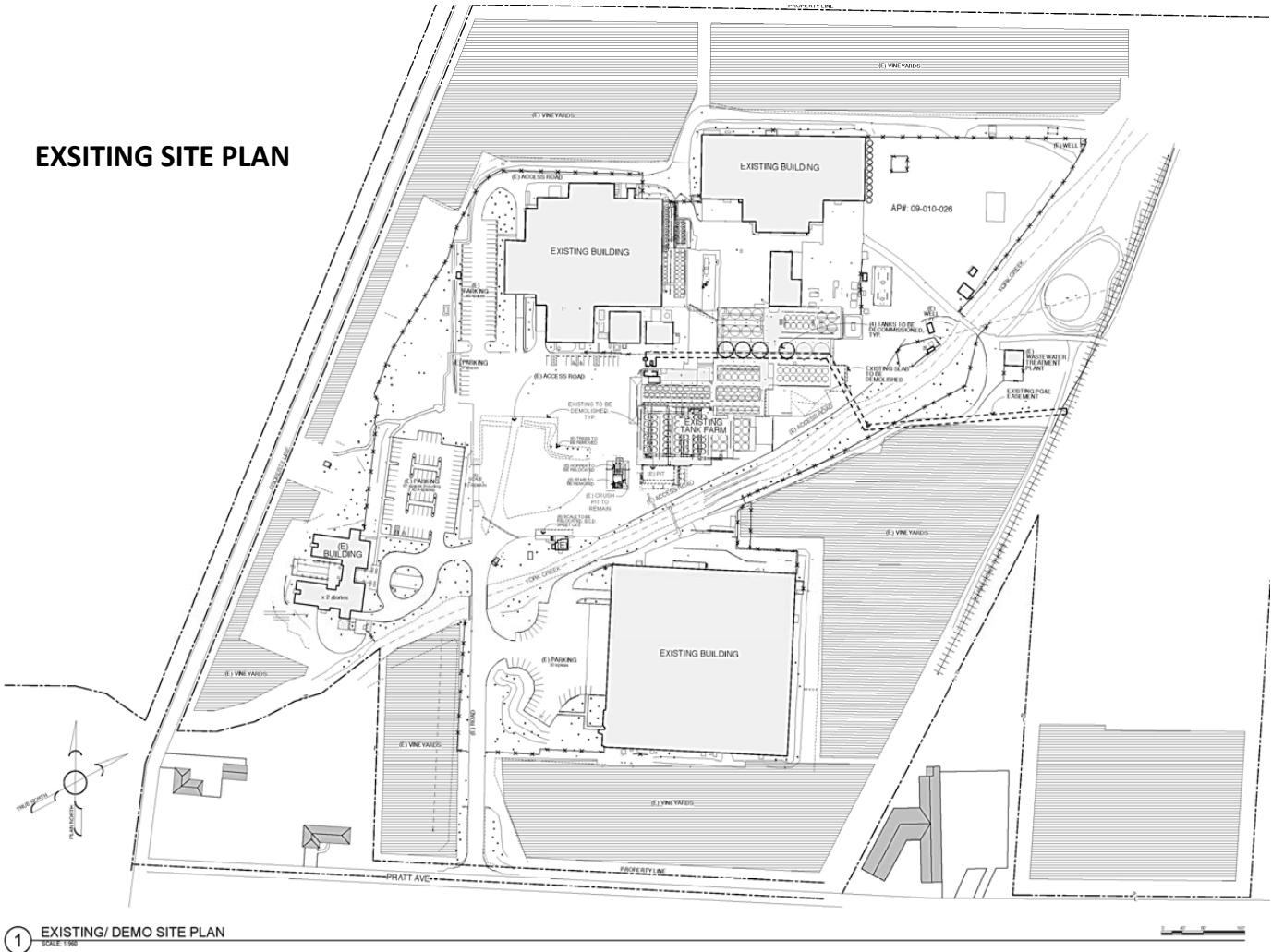
Beringer ICON III

PROJECT ACTIVITIES:

- Replace eight (8) large format wine fermentation tanks with 130 smaller format wine fermentation tanks (to result in a net reduction in available production capacity of 39,800 gallons)
- Re-use 10 previously decommissioned 12,000 gallon fermentation tanks for rainwater capture
- Relocate Forklift path/ramp
- Redesign an existing receiving station and press pit,
- Redesign an existing weigh station and central scale house
- Add landscaping along the Highway 29 and Pratt Avenue frontages.



EXSITING SITE PLAN

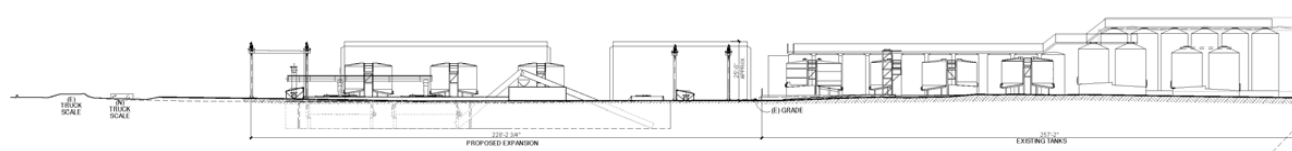


1 EXISTING/ DEMO SITE PLAN
SCALE: 1"=50'

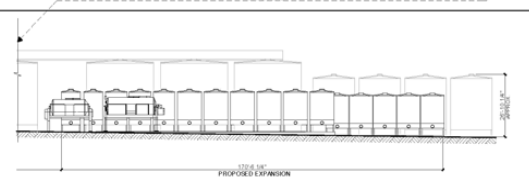




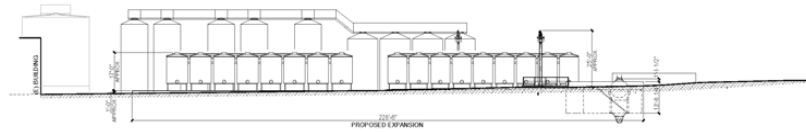
PROPOSED TANK ELEVATIONS



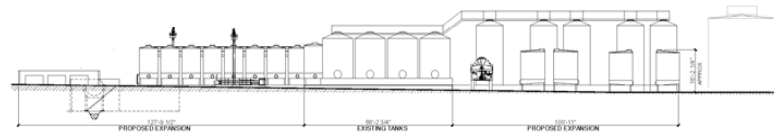
① SOUTH ELEVATION @ WEST TANK FARM
SCALE: 1" = 20'



② SOUTH ELEVATION @ EAST TANK FARM
SCALE: 1" = 20'



③ WEST ELEVATION
SCALE: 1" = 20'



④ EAST ELEVATION
SCALE: 1" = 20'



Planning Commission Decision

On April 18th, 2017

- Approved the Beringer Icon III Project with one Commissioner absent, one abstaining, and one recused.
- Adopted a Resolution finding the project exempt under CEQA Guidelines Section 15301 and finding it consistent with the Design Criteria prescribed by Code Section 17.164.030.



Basis for Appeal

- Additional Traffic Impacts
- Compliance with Use Permit
- Noise Generation
 - Appellant states that they have “...had to listen past midnight to the beep from the backing up of their forklift and grape bins dropping to the ground.”
- Water use
 - The appellant states concerns with the amount of city water used by the applicant.
- CEQA
 - The appellant asserts that the project is not exempt under CEQA citing the introduction of 42,000 square feet of area.
- Other Possible Issues:
 - General Plan Consistency and Design Review Findings .



RECOMMENDED ACTION

The Planning Commission recommends the City Council consider the appeal, staff report, and all testimony, written and spoken and:

Deny the appellants appeal of the Planning Commission's decision approving a Design Review permit for the Beringer Icon III project and authorizing replacement of eight (8) large format wine fermentation tanks with 130 smaller format wine fermentation tanks, introduction of a new forklift path/ramp, the relocation and redesign of an existing receiving station and press pit, redesign of an existing weigh station and central scale house, and the introduction of landscaping.



June 13, 2017

St. Helena City Council
c/o City Clerk
1480 Main Street
St. Helena, CA 94574

Re: Beringer Appeal of Design Review

Mayor Galbraith and Councilmembers:

Thank you for letting me comment on the Beringer Design Review Appeal.

First, let me say that I respect and acknowledge Treasury Wine Estates need to adjust and adapt their business plans and facilities to changes in the wine industry and their corporate structure.

The original request to remove and replace 8 large format wine fermentation tanks with 130 smaller tanks appears on the surface to be quite simplistic and consistent with a typical design review process. Unfortunately, I do not believe that the Planning Staff nor the Planning Commission had relevant information prior to their approval of the changes.

I refer to the North Bay Business Journal Article outlining major changes resulting from Treasury's purchase of Diageo wine brands, vineyards, and operations. I have highlighted the key sections of this article:

- Over the next two years, production of luxury-tier wine will be consolidated to Beringer Vineyard Winery and lower price wine will be made in Paso Robles.
- Production at Chateau St. Jean in Sonoma Valley will move to Beringer.
- The savings and reinvestment will be in the range of almost triple-digit millions.

These are all components of a smart business plan. But one not shared with your staff or the commission.

I refer you next to page 3 of the letter sent by Rob Anglin of Holman Teague. The appeal fails to provide a basis to overturn the Planning Commission on the following grounds. One of which is **The change from larger to smaller tanks will somehow increase traffic.**

Lets be clear - it is not the changing of the tanks that changes the traffic pattern – but the overall business plan. A plan that was not provided for staff or commission to evaluate.

How many tons of grapes will be arriving from Sonoma to process at Beringer? How many tons of grapes that would have been processed at Beringer will now be moving to other facilities inside or outside of Napa County? And what is the environmental impact of all this grape movement? Sadly, never been discussed or analyzed.

And three times Mr. Anglin uses the phrase “**The Beringer project does not change the facility**” And I respond again that the larger business plan very significantly changes the facility.

Just as I believe the applicant has the right to request changes to their facility, I am as strong in my belief that you, the City of St. Helena, and the community has the right to understand the context for these changes.

Thanks and regards,



Eve Kahn, Chair
Get a Grip on Growth
PO Box 805
Napa, CA 94559

attachments

Chateau St. Jean, BV, Sterling, Beringer wineries part of Treasury Wine Estates high-end shift

JEFF QUACKENBUSH

BUSINESS JOURNAL STAFF REPORTER | June 3, 2016



[Order Article Reprint](#)

North Coast operations of Treasury Wine Estates, such as Chateau St. Jean, Beringer, Sterling and Beaulieu Vineyard and related vineyards, will be getting a “close to triple-digit millions of dollars” injection of capital as part of a shift in U.S. production toward higher-end wines.

The Australian wine company (ASX: TWE) announced June 3 that it would be restructuring its U.S. wine-supply and production to fold in wine brands, vineyards and operations acquired late last year from Diageo PLC.

“Going forward, the focus is on masstige and luxury wines,” said Megghen Driscoll, spokeswoman for Treasury Wines Estates’ Americas business.

Over the next two years, production of luxury-tier wine, or those retailing for \$20-plus a bottle, will be consolidated to the Beringer Vineyards winery on Pratt Avenue in St. Helena, and “masstige” wines — retailing for \$10–\$20 — will be made in Paso Robles on California’s Central Coast. The company said the additional investment in U.S. production will support sales of premium American wines in Asia.

Production at Chateau St. Jean in Sonoma Valley will move to Beringer late this year or early in 2017. The tasting room and hospitality events at the chateau will continue.

Similarly, all but BV’s top-end wines would shift to Beringer, and Sterling’s luxury labels will be made with the rest of the brands at the hilltop Calistoga winery.

The Paicines winery acquired on California’s Central Coast from Diageo will be sold, as will “a small number of vineyard and land holdings,” the company announcement said.

“The best news in all this is the savings we are taking advantage of will not go into someone’s pockets but is going to be reinvested in production and vineyards,” Driscoll said. “The numbers will be in the range of almost triple-digit millions.” Most of the vineyards getting investments are Diageo vineyards. I would not say they were neglected, but they need a little TLC. Diageo was doing lot of things, but we only do wine.”

C) The Appeal's fails to provide a basis to overturn the Planning Commission.

Rather than focusing on design review findings, the Appeal attacks the vested uses of Beringer's production facility. The Appeal states the following grounds:

- 1) Three Commissioners heard and decided the Beringer project;
- 2) The change from larger to smaller tanks, though an almost 40,000 gallon reduction in capacity, will somehow increase traffic;
- 3) The change from larger to smaller tanks will result in municipal water use;
- 4) Existing noise from State mandated forklift beepers;
- 5) Changes to configuration of Highway 29 and Pratt Avenue after construction of the Los Alcobas hotel;
- 6) "Violation of CEQA" by applying a Class 1 categorical exemption; and
- 7) Appellant's desire to impose new regulations on Beringer including a 75% grape source rule.

1) The three Commissioners acted properly in hearing the Beringer project in compliance with the Municipal Code.

The Appeal makes the unsupported assertion that a three-person Planning Commission could not render a decision on the Beringer project. Chair Grace Kistner and Commissioners David Knudsen and Bobbi Monnette heard the Beringer project. Under State law and St. Helena Planning Commission Bylaws, three Commissioners constitute a quorum that may hear and decide matters before the Commission.⁸ Appellant references a Commissioner being employed by TWE, but that Commissioner recused herself and did not participate in the Commission's decision.⁹

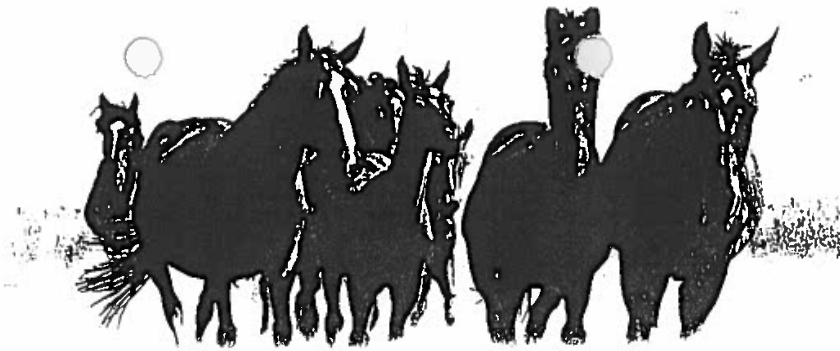
~~2)~~ The Beringer project does not change the use of the facility, so traffic is not changed.

The Appeal acknowledges Beringer is reducing total tank capacity by 39,800 gallons, which is roughly equivalent to the capacity needed for 164 tons of grapes.¹⁰ Notwithstanding this decrease in tank capacity, Appellant makes the unsupported statement that exchanging eight large tanks to smaller tanks will increase traffic. Appellant is not a winemaker or a traffic engineer. Appellant

⁸ Government Code §65102; St. Helena Planning Commission Bylaws, Rule 24.

⁹ Commissioner Tracy Sweeney recused herself because she is employed by TWE. Consistent with Rule 32 of St. Helena Planning Commission Bylaws, Commissioner Sweeney announced her recusal and left the dais before the Beringer project was heard. Vice-Chair Sarah Parker was absent.

¹⁰ The formula for converting gallons capacity to tons is provided at footnote 1 of the Staff Report to the Planning Commission dated April 18, 2017.



③

The volume of a tank is crucial to the amount of water necessary for cleaning and rinsing.

Because of the surface to volume ratio, several small tanks equal in gallons to one large tank will take far more water to clean and rinse.

Tom Rinaldi

Horse art by Edward Kyslynsky, used under license from Shutterstock

Tom Rinaldi is a well known winemaker. Started at Freemark Abbey Winery under Jerry Luper. Went to Duckhorn Winery in 1978 stayed as winemaker for 22 years. Brought ~~Duckhorn~~ Duckhorn Winery to the present it became. He hired Mark Beringer to run the cellar. Mark Beringer is the present wine maker for Beringer Bros. Tom travels to China to make blends for a client, also to Washington and Idaho. Presently Tom is a consultant who lives on Pratt Ave. He is an expert.

~~9,450,000,000~~ From 1974 EIR

④

The winery will obtain all of its water from its well. The winery estimates that it will need about 525 gallons of water per ton of grapes processed. This means that by 1980 it will be using about 9.5 million gallons of water yearly. The well extends well below the level from which most wells in the valley draw water. It is difficult to estimate with present information what, if any, the long-term impacts of withdrawing this water will be.

Runoff will be increased from the site because of the increase in impermeable groundcover. The impact is not expected to be significant; mitigating measures for possible problems are discussed in a later section. The construction of two bridges and the placement of some riprap along York Creek are not expected to significantly alter the stream regimen.

4. Geology and Soils:

a. Existing Conditions: A soils and foundation investigation has been made for the proposed facility by Harding-Lawson Associates, Consulting Engineers and Geologists. They investigated the subsurface soil conditions by drilling 15 test borings 15 to 50 feet deep and by drilling two water observation wells 68 to 73 feet deep. Selected soil samples were tested in their laboratory to determine pertinent soil engineering characteristics. Their tests were conducted on a different part of the site than where the winery

From 1974 EOR

5

I. DESCRIPTION OF THE PROPOSED PROJECT

A. GENERAL INFORMATION

1. Project Owner: Crosse and Blackwell Vintage Cellars, Inc.
2000 Main Street
St. Helena, California

2. Proposed Use of the Site:

Crosse and Blackwell wines proposes to construct a winery on an approximately 70-acre site east of Highway 29 and north of Pratt Avenue with a crushing capacity by 1980 of 18,000 tons. (See Figure 1 for tentative site plan.)

3. Purpose of the Project:

Crosse and Blackwell's present facilities located directly east of the proposed site and at Buchli Station Road have a maximum crush capacity of 3,800 tons. This is too small to handle the expected 1974 crush of 5,500 tons or the 1980 expected crush of 18,000 tons.

4. Structures and Other Alterations to the Natural Environment:

In addition to the winery, the facility will include a separate administration building with employee and visitor parking areas. A new entry-way from Pratt Avenue will be constructed to the grape unloading and

(6)

Maximum Usage of Major Water Customers
(5AF per Year or More Per Contract)

Outside the City:

Beaulieu Vineyard (Hublein Inc.)	12,600,000 gallons (38.67AF)
Lewis Carpenter	74,619,977 gallons (229AF)
Golden State Vineyards (Hall)	12,000,000 gallons (36.83AF)
Franciscan Estate	12,000,000 gallons (36.83AF)
Louis Martin Winery	12,000,000 gallons (36.83AF)
Meadowood Napa Valley	20,500,000 gallons (62.91AF)
Niebaum-Coppola Winery	6,191,177 gallons (19AF)
St. Clement Vineyards	2,160,000 gallons ((6.63AF)
V. Sattui Winery	5,000,727 gallons (15.35AF)

Total: 482AF

Inside the City:

Beringer Vineyards	19,000,000 gallons (58.3AF)
CIA (Greystone & Marlinda)	5,803,500 gallons (23.12AF)
Harvest Inn	7,537,250 gallons (21.18AF)
Las Alcobas Hotel	2,082,432 gallons (6.39AF)

Total: 108.99AF

Per 2016 Rate Study:

Total Industrial (Winery) Usage: 21% of total usage is industrial (wineries)

Notes:

- (1) Specific customer usage is proprietary; City monitors to ensure maximum is not exceeded.
- (2) General Fund contribution, if made, subsidizes major wineries (and other – e.g., Meadowood) outside- the-City water customers (who pay no City taxes) at direct expense of City taxpayers.
- (3) General Fund contribution, if made, subsidizes (to some extent) large inside-the-City customers at expense of City taxpayers.
- (4) Ad Hoc Committee Consultant Kenneth Dieker noted that water and wastewater enterprises should be self-supporting and strongly cautioned against any General Fund contribution to such enterprises.

Prepared by Alan Galbraith
Mayor, City of Saint Helena
May 30, 2017

⑦

Chateau St. Jean, BV, Sterling, Beringer wineries part of Treasury Wine Estates high-end shift

JEFF QUACKENBUSH

BUSINESS JOURNAL STAFF REPORTER | June 3, 2016

[Order Article Reprint](#)

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Chateau St. Jean winemaker Margo Van Staaveren plans to make a "very smooth transition" of production to Pratt Avenue after her 36th harvest at the Kenwood winery this fall, Driscoll said. Van Staaveren's long-term plans with the brand haven't been discussed, but she will be working with the Beringer facilities high-tech equipment such as optical sorting and shake table systems for selecting choice grape berries, Driscoll said.

"We like it when Margo is happy," she said.

These changes to Treasury's U.S. production "will affect a number of roles," but the new owners of divested operations may pick up employees, the company said.

The landmark Sonoma Valley estate will continue to be used and upgraded for wine-tasting and hospitality functions, Driscoll said. Though the company isn't currently marketing the production facility for lease, that option is possible, she said. Chateau St. Jean currently crushes 2,500 tons of grapes annually and is permitted for double that. The cellar can store 15,000 barrels and has 1 million gallons of tank capacity. Bottling currently isn't done on site.

At the BV winery in Rutherford, winemaker Jeffrey Stambor is set to focus production there on top-end labels, such as Georges de Latour cabernet sauvignon (\$135-\$200) and Tapestry Napa Valley red blend (\$65), with other labels moving to the Beringer or Paso Robles wineries. The company plans to invest a couple of million dollars upgrading production for the higher-quality wines, Driscoll said.

Sterling, which Treasury acquired from Diageo along with BV, also will be getting a couple million dollars of investment in luxury-tier winemaking, she said. Those wines currently are made at a winery at the base of the hill but will transition to the tram-served winery at the top.

While the winery investment and changes are expected to happen over two years, the adjustments to vineyards are set to happen over six, Driscoll said. Certain vines in Napa and Sonoma counties will be replanted from chardonnay and sauvignon blanc to cabernet sauvignon-focused varieties.

"We were limited by land," Driscoll said. "What made the Diageo acquisition so attractive is it doubled our ability to grow red wine across all brands."

This shift upscale has been underway inside Treasury Wine Estates for a few years, starting before the Diageo acquisition, she said.

Treasury Wine Estates employs 750 in the U.S.

Most Popular Stories



*from 1974 EIR**(8)*

The plant will have its own fire protection system, fed by a 300,000-gallon water tank on the hillside west of Highway 29.

This type of plant typically imposes little if any impact on police services and only minor impact on health services.

Sanitary waste from the plant will go into the city sanitary sewer system, assuming the new line is placed on Pratt Avenue. The winery estimates the maximum daily load to be 10,000 gallons.

Winery wastewater will be treated in shallow evaporation/percolation lagoons to be constructed on the site. This system will meet all applicable state and federal requirements and will be phased out when a complete recycling and reuse system is installed by 1985. Consultants to Crosse and Blackwell have prepared an engineering study exploring alternative disposal systems (Industrial and Domestic Waste Treatment and Disposal, September, 1973). Assuming proper operation, the proposed interim treatment system should cause no adverse odor or groundwater problems.

b. Gas and Electricity: The plant owners have obtained a tentative commitment from Pacific General Electric for electrical and gas services. Because of the energy shortage, PGE cannot guarantee to meet its commitment. From information supplied by the plant's engineers, energy consumption is estimated as follows:

1400 Main Street
St. Helena, CA 94574

VOL 1524 PAGE 473 9

COVENANT AND AGREEMENT

This Covenant and Agreement is given this 6th day of April, 1987 by Preferred Vineyard Properties, Inc., a California corporation which was formerly known as "Premium Wines, Inc.", hereinafter referred to as "Grantor" whose address is 2000 Main Street, St. Helena, California 94574 to the City of St. Helena, California, a municipal corporation, hereinafter referred to as being the "City."

W I T N E S S E T H:

WHEREAS, Grantor as located and the owner of real property located in the City of St. Helena, State of California described on Exhibit "A" attached hereto (hereinafter the "Property"); and

WHEREAS, Grantor is the also the owner of real property located adjacent to the Property on the north side of York Creek and one hundred feet (100') east of Main Street in the City on which there shall be located a two story structure containing approximately twenty-two thousand square feet (22,000 sq. ft.) with sixty-seven (67) parking spaces together with ingress and egress areas pertaining thereto to be utilized solely for the use and benefit of Grantor, its invitees, successors and assigns; and

WHEREAS, the fourth paragraph of the September 25, 1986 "Use Permit" issued by the City to Grantor (said Grantor being referred to in the aforementioned Use Permit as being the "Applicant") provides in pertinent part:

"4. Applicant shall file with the City a covenant, approved by the City Attorney, which will have the effect of placing the current and future owners of assessor parcels numbered 9-131-6, 9-131-7, 9-131-8, 9-010-25 and 9-010-26 on notice that the development potential of these properties is limited by consolidation of allowable wastewater flows from among the various parcels. Such covenant shall also indicate that development is limited on all such parcels to that which would not generate more than 3,000 gallons per day of wastewater flow or whatever limits, if any, are in effect at any given time."

NOW, THEREFORE, Grantor hereby covenants and agrees as follows:

1. Grantor hereby covenants and agrees that the development potential of the Property is and shall be limited by consolidation of allowable wastewater effluent flows from the Property.
2. Grantor hereby covenants and agrees that subsequent development of the Property shall be limited to the extent that any such Property development will not generate more than 3,000 gallons per day of wastewater effluent flow or whatever limits, if any, are in effect at any given time that future development of all or any part of the Property is being considered.
3. This Covenant and Agreement shall run with the title to the Property and shall inure to the benefit of all grantees, successors or assigns in right, title or interest of Grantor in or to all or any part of the Property.

The within Document is a true copy
of the record in this office.

Attest: Date JUN 25 1987

Eleanor E. Kimbrough
County Recorder in and for Napa
County, State of California.

Sandra McPherson
By Deputy Recorder

RECEIVED
City of St. Helena
Planning Dept.

Date: 6-26-87

RECORDED IN
OFFICIAL RECORDS
OF NAPA COUNTY, CA.

1987 JUN 25 PM 3:16

ELEANOR E. KIMBROUGH
COUNTY RECORDER

Nche

noise

(10)

Chapter 17.24 WINERY (W) DISTRICT

Sections:

- 17.24.010 Purpose.
- 17.24.020 Permitted uses.
- 17.24.030 Conditional uses.
- 17.24.040 Design review required.
- 17.24.050 Accessory uses, buildings and structures.
- 17.24.060 Development standards.
- 17.24.070 Other uses, standards and requirements.

17.24.010 Purpose.

The winery district (W) provides for winery and winery-related uses within the agriculture general plan land use designation. Lands devoted to the production of wine and vineyards which are owned by the winery are classified as W. (Prior code § 27.30)

17.24.020 Permitted uses.

The following are the permitted uses in the W District:

- A. All uses permitted in the A-20 district;
- B. Any winery and its accessory and related uses existing as of June 25, 1979, provided, however, that any new use, change of use, or expansion of facilities shall be subject to the applicable provisions of this title.
- C. Uses accessory to a winery, to include offices, laboratories, equipment maintenance shops, employees' eating facilities, cooperage repair shops, wine storage tanks, scales and boiler rooms. (Prior code § 27.31)

17.24.030 Conditional uses.

The following list of uses require approval of a use permit as regulated by Chapter 17.168. Approval of a use permit is subject to finding the use consistent with the policies of the AG general plan land use designation and the purpose of the winery district:

- A. Conditional uses regulated in the A-20 district;

shall be limited to one unit per five acres. The density allowed shall be determined on the basis of parcels existing on October 1, 1993; parcels created after October 1, 1993, shall not be further subdivided unless consistent with density based on the parcel(s) in existence on October 1, 1993. The units allowed in excess of one unit shall be located on parcels of no greater than one-half acre each in compliance with the policies of the agriculture land use designation of the general plan. One of the permitted residential units shall be located on the remainder parcel devoted to agricultural uses.

(Prior code § 27.35)

17.24.070 Other uses, standards and requirements. **SHARE**

- A. All wine storage tanks and surface winery waste treatment facilities shall be subject to the regulations set forth in Section 17.24.060.
- B. No use authorized under the provisions of this chapter shall be permitted where use, occupancy or patronage will exceed the capability of the site to provide off-street parking, waste disposal system and reasonable provisions for public safety.
- C. Retail sales and food and drink facilities must be integrated with a visitor center, and no advertising or other exterior evidence of such use shall be visible from any public right-of-way.
- D. Winery operations shall generate sound levels no greater than fifty-five (55) decibels at any property line more than ten (10) percent of the time (L 10). "L 10" is the noise level at the property line that is exceeded ten (10) percent of the operating time.
- E. Winery operations shall generate no discernible odors of sewerage or putrefying organic material origin, other than normal fermentation odors, at the property lines.

SUBSTANTIVE OBJECTIONS OF C. MONDAVI & SONS TO
ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE
CITY OF ST. HELENA BY CH2M HILL

1. **NOISE:** The Study "An Acoustic Investigation & Assessment", by Bolt Beranek and Newman, demonstrates that the noise at the Mondavi property line is between 65 and 70 decibels during the harvest season and probably at about less than 35 during the non-harvest season. Under the Federal Highway Administration, maximum allowable noise level limits of 70 dBA's is allowable for hospitals, churches, libraries and public meeting rooms. The August Moon Concerts are held during the non-crush season, and would be subjected to noise levels of less than 35.

Kennedy Engineers, Inc. have used standards for the inside of a room in their letter of April 9.

The refrigeration installation objected to by Mondavi will be 500 feet from the concert area and will be installed inside a concrete building. Auxiliary equipment will consist of an evaporative condenser making use of slow-speed, low noise centrifugal fans. High-speed fans will not be used.

Bolt Beranek and Newman, Acoustical Engineers will continue to be utilized during the design and execution of the entire project.

It is respectfully submitted that the August Moon Concerts will suffer more from noise created by the Mondavi operation than from the Beringer operation.

2. **SIZE:** The buildings will not be 37 feet high, but will be 28 feet high. Grading of the site will lower the buildings 5 more feet. A person standing on the highway looking level across to the winery will see buildings about 5 feet above his eye level. The buildings will be substantially lower than those of Mondavi.

(12)

From 1924 EIR

a. Non-Harvest Season: The land north and south of Pratt Avenue from Highway 29 to the winery access road will have "some" to "great" impact within 50 feet of the pavement. There will be negligible impact on the convalescent home and on surrounding areas.

b. Harvest Season: The land north and south of Pratt Avenue between Highway 29 and the winery access road will have "some" to "great" impact within 150 feet of the pavement. There will be negligible impact at the convalescent home and on other surrounding areas. The increase in the "great impact" area during the harvest season is primarily due to the use of over-the-road tractor-trailer rigs.

The standards used by Bolt, Beranek and Newman to judge "some" and "great" impact are considerably more stringent than those used by the Federal Highway Administration (FHWA). The FHWA Policy and Procedure Memorandum (PPM-90-2) says that the standard for exterior noise in residential areas is 70 dBA. The highest noise level at the curb line predicted by Bolt, Beranek and Newman is 70 dBA. By this standard, therefore, there would be no noise impact on the residences along Pratt Avenue.

I. PARKING IMPACTS

1. Existing Conditions: The site plan (Figure 1) shows parking for 264 autos on the site.

attorney letter

12A

argued that smaller tanks are more likely to result in partial loads being delivered to the facility. Partial loads during harvest are undesirable to the Applicant, and such partial loads are no more (or less) likely after the tank format is changed. Appellant's winemaker Eric Gilliland testified before the Planning Commission that the tank exchange is highly unlikely to increase truck trips.

- 3) The Beringer project does not change the use of the facility, so water use (supplied by on-site wells) is not changed.

Beringer operates from on-site wells with municipal water only serving as a back-up supply. There is no evidence that Beringer will use more water to make less wine other than Appellant's unsupported conclusory statements. Instead, the actual evidence in the record is that the amount of wine being produced is 39,800 gallons less than current production capacity. Furthermore, the project includes using ten decommissioned tanks to capture and allow use of up to 120,000 gallons of rainwater that would otherwise pass into Beringer's wastewater treatment system. Therefore, the project has no impact to water use.

- 4) The Beringer project does not change noise from the facility, and existing noise is compliant with the City's noise ordinance.

Forklift operations have been a part of Beringer's operations since the 1970's, and forklift beepers are mandated by State and Federal regulations. The proposed changes at Beringer do not move noise-generating equipment, including forklifts, any closer to offsite residences. In fact, the project's proposed screening might lessen the potential for neighbors to hear the facility's existing operations. In an effort to be good neighbors, the Applicant's winemaker has tested decibel levels at the property line, and Beringer's operations comply with the City's noise ordinance.

- 5) Existing configuration of Highway 29 and Pratt is not grounds to overturn the Commission's approval.

The Appeal argues that the existing configuration of Highway 29 and Pratt Avenue does not allow trucks to make a turn. This is completely unfounded speculation, but we fail to see how this merits overturning the Commission's approval. The City approved the Los Alcabas hotel project, which resulted in changes to the configuration of Highway 29 and Pratt. The current Beringer project does not include this intersection. If City Council were to deny the proposed changes at Beringer, Beringer (and its trucks) would continue to use the intersection.

- 6) The Planning Commission complied with CEQA.

The Appeal argues the Beringer project cannot qualify for a Class 1 categorical exemption because the added exceeds 10,000 square feet of area. The Appellant

12B

-
- The applicant's attorney states operations are in compliance with the City's Noise Ordinance. However, there are no provisions in the Noise Ordinance which apply to Beringer operations, so this statement is not correct, and indicates a misunderstanding of the relevant noise issues by the attorney.
 - The applicant's winemaker is not qualified to assess the noise environment, nor does he/she have the correct and certified calibrated instrumentation to do so. Further, no data or results are provided, thus the attorney's assertion is merely a verbal testimony with no evidence or applicable meaning.
 - An attorney citing his client's technical assessment, even if qualified to do so, as proof of compliance shows ignorance of the process regarding a project's evaluation by the City. Measurements must be made by an independent consulting engineer with results showing compliance with the relevant standards.
 - The relevant noise standard for Beringer operations is contained in Section 17.24.070(D) of the Municipal Code. This limits the statistical noise value of L90 at the property line to a not-to-be-exceeded value of 55 decibels. This section of the Code, however, is sufficiently vague that it could easily be challenged in litigation.
 - The original EIR for the facility was in 1974. The noise portion clearly states that sound levels at the property's boundary would be as high as 70 dBA. This was based upon proposed operations 43 years ago. If operations have expanded in the time since, sound levels would be expected to increase substantially. It's therefore highly likely that the noise standard for current Beringer operations are not met, and that any further increase in activity will further increase noise impact.

From Environmental Noise Engineer

From 1974 EIR

(13)

Traffic

<u>Location</u>	<u>Average Daily Traffic (ADT)</u>	<u>Peak Traffic</u>
South of Intersection	14,100	1900
North of Intersection	12,600	1700

After the winery is built, a total of 20 diesel truck trips per day are expected in or out of the winery. During the crushing season an additional 12 heavy gasoline truck trips per day are expected. In addition approximately 105 employees will enter or leave the plant in two or three shifts during the year depending on the season.

Since the air quality standards address 1, 3, and 12 hour periods, this traffic was distributed in different configurations throughout the day to predict maximum expected pollutant concentrations in 1975. Table 3 lists the assumptions made for these predictions. Table 4 then shows expected maximum pollutant levels at a point 50 feet from Route 29. A 1 mile per hour wind blowing at an angle of 45° with the roadway was assumed in all calculations. The validated Environmental Systems Laboratories computer software for prediction of air quality near highways was employed.

In all cases, the concentrations due to the additional winery traffic was small. Especially in the case of the CO, where a 12 hour persistence of a 1 mph wind would be unusual, these predictions are probably on the conservative (high) side. The only air quality issue presented in this area is the addition of small amounts of HC and NO_x in an area where the HC and oxidant standards are already exceeded.

From 1974 EIR

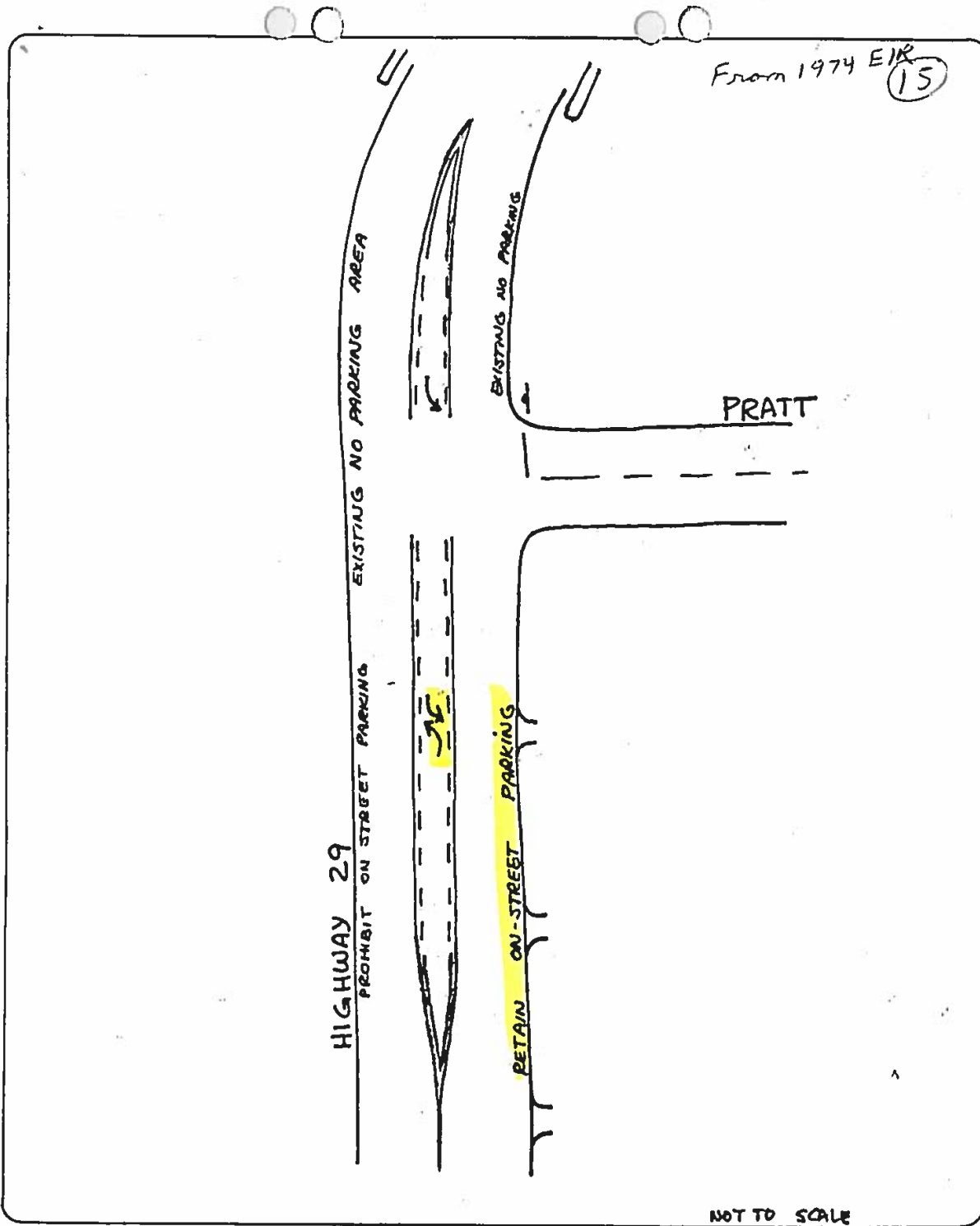
It is recommended that consideration be given to restriping Highway 29 at Pratt Avenue to provide a short left-turn lane on the southbound intersection approach along with a center-lane refuge area south of the intersection for vehicles making left turns from Pratt Avenue (see Figure 8). The refuge area would extend for about half the distance from Pratt Avenue to Elmhurst Avenue and would also serve as a left-turn lane for two single family residential units on the east side of Highway 29.¹³ This improvement would increase safety for vehicles turning left both to and from Highway 29 as well as reduce the wait time for vehicles making left turns from Pratt Avenue (especially trucks). While Caltrans staff have given a preliminary indication of support for the improvement,¹⁴ Caltrans would have to make the final decision about its implementation.

The Highway 29 pavement is wide enough to allow striping of such turn and refuge lanes. However, on-street parking would have to be prohibited on the west side of Highway 29 to the south of Pratt Avenue for the length of the left turn lane/refuge area (about half way to Elmhurst Avenue). On-street parking could, however, be maintained on the east side of Highway 29 to the south of Pratt Avenue. On-street parking is already prohibited on both sides of the highway north of and through the Pratt Avenue intersection. No on-street parking was observed during two survey days¹⁵ along the section of Highway 29 requiring the new

13. Street addresses for these residential units are 1856 and 1862 Highway 29.

14. Mr. Lynn Miller, Caltrans.

15. 7:00 AM, 9:30 AM, 11:00 AM, 1:30 PM, 4:00 PM, and 6:30 PM weekday surveys on Friday, June 20, 1986; and 10:00 AM, 12:00



NOT TO SCALE

A



Goodrich Traffic Group

FIGURE 8
RECOMMENDED IMPROVEMENT -
CONTINUOUS TWO WAY LEFT TURN LANE
ON HIGHWAY 29

from attorney letter

ISA

argued that smaller tanks are more likely to result in partial loads being delivered to the facility. Partial loads during harvest are undesirable to the Applicant, and such partial loads are no more (or less) likely after the tank format is changed. Appellant's winemaker Eric Gilliland testified before the Planning Commission that the tank exchange is highly unlikely to increase truck trips.

- 3) The Beringer project does not change the use of the facility, so water use (supplied by on-site wells) is not changed.

Beringer operates from on-site wells with municipal water only serving as a back-up supply. There is no evidence that Beringer will use more water to make less wine other than Appellant's unsupported conclusory statements. Instead, the actual evidence in the record is that the amount of wine being produced is 39,800 gallons less than current production capacity. Furthermore, the project includes using ten decommissioned tanks to capture and allow use of up to 120,000 gallons of rainwater that would otherwise pass into Beringer's wastewater treatment system. Therefore, the project has no impact to water use.

- 4) The Beringer project does not change noise from the facility, and existing noise is compliant with the City's noise ordinance.

Forklift operations have been a part of Beringer's operations since the 1970's, and forklift beepers are mandated by State and Federal regulations. The proposed changes at Beringer do not move noise-generating equipment, including forklifts, any closer to offsite residences. In fact, the project's proposed screening might lessen the potential for neighbors to hear the facility's existing operations. In an effort to be good neighbors, the Applicant's winemaker has tested decibel levels at the property line, and Beringer's operations comply with the City's noise ordinance.

- 5) Existing configuration of Highway 29 and Pratt is not grounds to overturn the Commission's approval.

The Appeal argues that the existing configuration of Highway 29 and Pratt Avenue does not allow trucks to make a turn. This is completely unfounded speculation, but we fail to see how this merits overturning the Commission's approval. The City approved the Los Alcobas hotel project, which resulted in changes to the configuration of Highway 29 and Pratt. The current Beringer project does not include this intersection. If City Council were to deny the proposed changes at Beringer, Beringer (and its trucks) would continue to use the intersection.

- 6) The Planning Commission complied with CEQA.

The Appeal argues the Beringer project cannot qualify for a Class 1 categorical exemption because the added exceeds 10,000 square feet of area. The Appellant

*Becker - Eric Gilliland - General Manager - Letter 4/28/17
Treasury Estates - Debra L. Lomen - VP Government
& industry affairs*

(16)

May 17, 2017

To: Larry Pennell, Interim City Manager
Erica Ahmann Smithies PE, Public Works Director
Noah Housh, Director of Planning and Community Development

I appealed the Planning Commission approval on April 38, 2017 meeting of the Treasury Wine Estates Project at 1000 Pratt Avenue to the City Council.

Yesterday, May 15, 2017, I went to the project site again to meet with Eric Gilliland, General Manager of this facility. We had met prior to my appeal and I was told if I had more questions to come back. To my surprise, there were at least 10 pieces of heavy equipment tearing up the production area I had appealed. What I was appealing was their new forklift ramp, redesign of an existing receiving station and press pit, redesign of an existing weigh station, (and an additional scale), and central scale house. A drawing of all of this is in the file.

Since when is a foreign owned company allowed to move forward with a project that is under appeal?

I want you to look into this situation for possible violations and a stop order needs to be issued with penalties.

I have pictures of what is occurring at this very moment.

After you have made a site visit, please contact me by phone (707) 486-3832, or by email: anthonymmicheli@yahoo.com.

Thank you,

Anthony Mecheli



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: New Business

- Subject:**
- 1. Review and action on proposed modifications to the previously approved Turley Flats Loan Agreement governing the loan of \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats 8-unit affordable housing project.**
 - 2. Review and action on proposed modifications to the previously approved Turley Flats Regulatory Agreement governing the affordability levels for the units in the Turley Flats 8-unit affordable housing project.**
 - 3. Review and action on a Relocation Plan for the previous tenants of the existing home on the Turley Flats development site.**
 - 4. Review and action on an Indemnification Agreement between the County of Napa and the City of St Helena indemnifying the County from certain legal obligations associated with the temporary relocation of residents of the Turley Flats Affordable Housing project.**
 - 5. Review and action on a proposed Inter-Creditor and Subordination Agreement between the County of Napa and the City of St Helena.**
 - 6. Review and action on a proposed RHNA Transfer Agreement between the County of Napa and the City of St Helena which proposes to transfer 2-RHNA units from the County to the City in the next Housing Element cycle, which begins in approximately 2023.**
-
-

CEQA Determination: Exempt from the requirements of CEQA under the “General Rule”, Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

Prepared By:



Noah Housh, Planning Director

Reviewed By:

Approved By:



Larry F. Pennell, Interim City Manager

BACKGROUND

On October 23, 2012, the City Council adopted Resolution 2012-87 which provided Calistoga Affordable Housing (CAH) with a fee subsidy for the 8-units of affordable housing at 1105 Pope Street (Turley Flats Apartment) in the amount not to exceed \$150,000. This Impact Fee “subsidy” will be provided through a supplemental loan to cover the project’s Development Impact Fees from the Affordable Housing Trust Fund (AHTF), (Attachment B).

The approval was based upon the fact that the project is: a) 100% affordable housing project; b) a “city-center” complex proximate to commercial and public transportation so the Council waived (by way of subsidizing) the traffic mitigation fee; c) a livable community, so the Council waived the public safety fee by way of subsidizing the loan from the AHTF. The City Council also agreed to contribute the impact fees of approximately \$33,000 on behalf of CAH for water impacts, sewer impacts and storm drain impacts through a loan from the AHTF.

On July 9, 2013, the City Council adopted Resolution 2013-49 subsidizing all application fees for Turley Flats, (estimated to be up to \$8,500) by funding these fees with a loan from the AHTF (Attachment C).

On August 20, 2013, the Planning Commission approved the Turley Flats affordable housing project. This project is a three-story, eight unit project, consisting of ground level parking and 6-two bedroom and 2- three bedroom apartment units originally required to provide housing for moderate-, low- and/or very low- income residents.

On October 14, 2014, the City Council adopted Resolution 2014-101 approving a total loan allocation of \$500,000 from the City’s AHTF for the Turley Flats project. Use of these funds includes the authorized \$158,500 in fee subsidies and contributions outlined in

Resolutions 2012-87 and 2013-49. The remaining amount of \$341,500 is a housing loan (all at a three-percent interest rate), that will be governed by the attached loan agreements. (Attachment D).

On October 25, 2016, the City Manager requested Council approval on a request from CAH to increase the amount the City has committed to the project from \$500,000 to a new loan amount of \$640,000 to address increases in construction cost projections. This loan funding source is also proposed to be the Affordable Housing Trust Fund with the interest rate at three-percent. The Council at this time expressed concern with the overall financing of the project, the timing of the award of the funds (from each funding source) and asked that the applicant provide additional information regarding their loan application to the County of Napa. Based on these concerns, the Council did not authorize the additional funding requested at this meeting.

It is worth noting that the \$158,500 previously committed in 2012 and 2013 was characterized as a grant; however it is actually intended to be a part of a loan from the AHTF to CAH and currently included in the total amount committed for the project in 2014, currently totaling \$500,000. The loan is payable on a residual receipts basis, as cash is available from the rent receipts of the project.

On January 31, 2017, the City Council considered and approved a request to increase the over all loan amount to Calistoga Affordable Housing for the Turley Flats project to \$700,00; the draft loan documents for the funds (including an Affordable Housing Loan Agreement, Regulatory Agreement, Promissory Note and a Deed of Trust); accepted an Emergency Vehicle Access Easement; and authorized the City Manager to execute the loan documents on behalf of the City.

On, April 4, 2017, the Napa County Board of Supervisors considered a request from Calistoga Affordable Housing for a separate loan of \$650,000 to cover the outstanding costs associated with the construction of the Turley Flats project. At this time the Board chose to approve the funding request in the form of a loan. However, there were several stipulations in the County's loan documents that were inconsistent with the loan documents adopted by the City. Further, the County documents included additional requirements not previously discussed or presented to City staff or the City Council, which include a requirement that the City authorize a RHNA Transfer Agreement transferring 2 RHNA credits from the City to the County in the next Housing Element Cycle. The combination of these changes and the additional requirements resulted in a need to present the documents and supporting information back to the City Council for review and action.

DISCUSSION

Over the two year time period CAH has been seeking funding for the project, construction cost estimates have increased significantly pushing CAH to seek additional sources of funding. According to CAH, they have now secured a bank loan for \$1.4 million; a loan from the City of \$700,000; a loan from the County for \$650,000 and an additional grant from the Gasser Foundation for up to \$150,000 to cover construction costs associated

with the project. Since the Council reviewed and approved the Turley Flats documents, City and County staff has worked diligently with CAH and their private lender, to finalize the drafts of the loan documents which meet all parties requirements for the Council to review and approve (all attached). These efforts have resulted in both changes to the approved documents, as well as some additional documents now needing approval by the City Council. Below is a summary of these changes.

Loan Agreement

The loan agreement approved by the City Council previously included a "hold-back" of \$100k to cover the costs of the public improvements, should the developer fail to construct them. This resulted in the County feeling they also needed to "hold back" portion of their funds, and generally impacted the anticipated draw-schedule of the project. In response, City staff revised the document to allow the \$100k to be funded, with the required Performance Bond being expanded to cover the public improvements in addition to the onsite development. This revision is intended to both ensure all improvements are constructed, while also funding the project along a time line that addresses the developers needs.

The specific language of the changes is identified below.

- a. In Section 4.5, the following is deleted: "In lieu of requiring an improvement bond, City will retain One Hundred Thousand Dollars (\$100,000) until all off-site public improvements required by the Project conditions of approval have been constructed and City has accepted such improvements ."
- b. In Section 5.18, the requirement for a performance and payment bond now to include " construction of all off-site public improvements required by the Project conditions of approval."

Regulatory Agreement

The regulatory agreement is the document that establishes the affordability levels of the income restricted units. Due to the various funding sources and mechanisms, there are a variety of regulations and requirements that apply to the units within the development. However, not all units are subject to the same requirements and limitations, primarily due to some of the units being the result of a "Density Bonus" granted by the City. This differentiation has resulted in a range of allowable rents for the units. As such, the Agreement has been modified to build in the flexibility allowed under the applicable regulations. All units remain designated to "Low Income" individuals, however rents for the "density bonus" units are required to be lower than those allowed under the general "Low Income" definition. The specific details of the proposed changes are identified below.

Substantive Changes in Regulatory Agreement made since the January meeting approving the \$700,000 Loan:

- a. The definition of "Adjusted for Family Size Appropriate for the Unit" was revised to differentiate between the density bonus units and the non-density bonus units.

Specifically, for the five (5) density bonus units, the Adjusted for Family Size Appropriate for the Unit shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code (i.e., household size of two (2) persons in a one (1) bedroom unit, three (3) persons in a two (2) bedroom unit and four (4) persons in a three (3) bedroom unit). For the three (3) non-density bonus units, the Adjusted for Family Size Appropriate for the Unit shall mean one and one half (1.5) persons per bedroom, resulting in an assumed household size of five (5) persons in a three (3) bedroom unit. Also added is a provision that unless a three (3) bedroom unit is required as replacement housing for the current or former occupants or the Property, all density bonus units will be two (2) bedroom units.

- b. The definition of "Affordable Rent" was also revised to differentiate between the density bonus units and the non-density bonus units. Specifically, for the five (5) density bonus units, "Affordable Rent" is a monthly rent that not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. For the three (3) non-density bonus units, if not required as replacement housing for current or former occupants of the Property, "Affordable Rent" means a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) eighty percent (80%) Area Median Income, Adjusted for Family Size Appropriate for the Unit.

New Documents

In addition to the documents previously reviewed and approved by the City Council, new documents have been drafted, both as a result of the negotiations with the County, and in response to the requirements in the approved loan documents. These documents include a Relocation Plan for the tenants who had to move as a result of the project construction; an Inter-Creditor and Subordination Agreement between the City and County formalizing the positions of each party, in the unlikely case of a foreclosure; an Indemnification Agreement with the City Indemnifying the County from legal liability with regard to the relocation of residents at the project; and finally a proposed RHNA Transfer Agreement required by the County as a condition of their funding the \$650k requested by CAH. These documents are discussed in more detail below.

Relocation Plan

When relocation of low income tenants is required by development proposals which have governmental funding, these tenants are afforded specific rights under a variety of regulations (Including California Government Code Section 7260 et seq. "Relocation Assistance," and the California Code of Regulations, Title 25, Division 1, Chapter 6 (25 CCR 6000 et seq.). To ensure compliance with these regulations, municipalities often require Relocation Plans be prepared to ensure all requirements and rights due to these tenants are provided and met. This document is attached for the review and approval of the City Council.

Indemnification Agreement

As a condition of their funding, the County required that the City indemnify them against any future legal liability resulting from the development of the property. The County was

concerned with funding the project without this agreement, given the history of the property and project and their lack of involvement earlier in the process. A draft of this agreement is attached for the Council's review and approval.

Inter-Creditor and Subordination Agreement

In order to formalize the ranking and order for repayment of funds in the unlikely event of a foreclosure on the property, an inter-creditor and subordination agreement between all lenders was drafted. The agreement obviously puts the commercial lender in first position, and generally puts the City and County on equal position behind the commercial lender, subject to certain qualifications discussed below. When first discussed with the County, their position was that they are always in second place in this agreements, with the City therefore being put into third place. However, given that the City has put more funding into the project and has indemnified the County against liability from future legal action with regard to relocation of the residents, it was the position of the City that we be in second position.

After substantial discussions, the City and County have agreed on a draft document which puts each in equal second position, after the County is allowed to collect up to \$90k. This was a specific requirement of the County, as they identified that a portion of the funding from the City was returning into City coffers in the form of permit and impact fees resulting from the development of the Turley Flats project. After the County collects this \$90k, the City and County are then put on equal footing (*pari passu*) with regards to collection of funds from the value of the property.

RHNA Transfer Agreement

As a condition of their April 4, 2017, resolution approving \$650k in funding for the Turley Flats project, the County included a requirement that the City grant the County 2 RHNA credits in the next Housing Element cycle. The County has indicated this is a typical requirement of (their) funding projects outside County jurisdiction. Specifically, they characterize the County's ability to develop affordable housing as limited due to the majority of property in the County (jurisdiction) being designated for agricultural uses. The 2 unit number was based on the County's \$650k in funding being approximately 25-percent of the 8-units project's total cost. The Agreement specifies the units may be affordable or market rate, and may be transferred during any time within the Housing Element cycle. A draft copy is attached for the Council's review and action.

FISCAL IMPACT

Given that the Council has already approved up to \$700k in funding for the Turley Flats project, in the form of a loan from the Affordable Housing Trust Fund, no new direct fiscal impacts were identified as a component of the proposed loan and agreement documents. There are some indirect and unlikely costs should the City be forced to foreclose on the property, but none have been identified by staff as likely or direct impacts to the General Fund.

RECOMMENDED ACTION

It is recommended by the Planning and Community Improvement Department, that the City Council:

1. Review and approve the proposed modifications to the previously approved Turley Flats Loan Agreement governing the loan of \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats 8-unit affordable housing project.
2. Review and approve the proposed modifications to the previously approved Turley Flats Regulatory Agreement governing the affordability levels for the units in the Turley Flats 8-unit affordable housing project.
3. Review and approve the Relocation Plan for the previous tenants of the existing home on the Turley Flats development site.
4. Review and approve an Indemnification Agreement between the County of Napa and the City of St Helena indemnifying the County from certain legal obligations arising with regard to the relocation of residents of the Turley Flats Affordable Housing project.
5. Review and approve the proposed Inter-Creditor and Subordination Agreement between the County of Napa and the City of St Helena.
6. Review and approve the proposed RHNA Transfer Agreement between the County of Napa and the City of St Helena which proposes to transfer 2-RHNA units from the County to the City in the next Housing Element cycle, which begins in approximately 2023.

ATTACHMENTS

[Attachment 1 Final Reso with Exhibits A-F](#)

[Attachment 2. St. Helena - Subordination and Intercreditor Agreement \(Turley Flats\) \(2\)](#)

[Attachment 3 Turley Flats - Temporary Relocation Plan](#)

[Attachment 4-Indemnity Agreement - Turley Flats - Final](#)

[Attachment 5-St.Helena - Turley - Loan Agreement](#)

[Attachment 6 1st community loan letter](#)

[Attachment 7 Redline - Regulatory Agreement \(Turley Flats\) v# 6 versus v# 8](#)

[Attachment 8 St. Helena - Turley - Affordable Housing Regulatory Agreement](#)

[Attachment 9 St.Helena - Turley - Note](#)

[Attachment 10 St.Helena - Turley - Deed of Trust](#)

[Attachment 11 RHNA Transfer Agreement \(Turley Flats\) \(2\)](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-

Resolution of the Council of the City of St Helena:

Adopting proposed modifications to the previously approved Turley Flats Loan Agreement governing the loan of \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats 8-unit affordable housing project;

Adopting proposed modifications to the previously approved Turley Flats Regulatory Agreement governing the affordability levels for the units in the Turley Flats 8-unit affordable housing project;

Approving a Relocation Plan for the previous tenants of the existing home on the Turley Flats development site;

Adopting an Indemnification Agreement between the County of Napa and the City of St Helena indemnifying the County from certain legal obligations associated with the temporary relocation of residents of the Turley Flats Affordable Housing project;

Approving a proposed Inter-Creditor and Subordination Agreement between the County of Napa and the City of St Helena;

Adopting a proposed RHNA Transfer Agreement between the County of Napa and the City of St Helena which transfers 2-RHNA units from the County to the City in the next Housing Element cycle, which begins in approximately 2023.

RECITALS

- A. On October 9, 2012, Calistoga Affordable Housing (CAH), developer for Turley Flats Apartments, submitted a written request asking City Council for a fee adjustment; and
- B. On October 23, 2012, the City Council adopted Resolution 2012-87 approving a fee subsidy up to \$150,000 for an 8-unit 100% affordable housing project; and
- C. On July 3, 2013, CAH, developer for Turley Flats (Turley Apartments), submitted a written request asking City Council for an additional fee subsidy to cover all application processing fees; and
- D. On July 9, 2013, the City Council adopted Resolution 2013-49 approving the request to subsidize application processing fees up to \$8,500; and
- E. On August 13, 2014, CAH met with the Mayor and City Manager to discuss the Turley Flats project and funding options; and
- F. On October 14, 2014, the City Council adopted Resolution 2014-101 approving a total contribution to CAH of \$500,000 in the form of a loan from the Affordable Housing Trust Fund; and

- G. The funds were allocated as follows: \$341,500 in the form of a housing loan that will be governed by loan agreements and \$158,500 in fee subsidies (also in the form of a loan from the AHTF and governed by the same agreements) as established in Resolutions 2012-87 and 2013-49; and
- H. CAH has been working over the past two years on both construction bids and financing for this project and has submitted the building permit application for the project to the City; and
- I. The City has worked diligently with CAH to prepare the housing loan documents attached hereto for City Council review and approval; and
- J. On October 14, 2016, CAH representatives met with City staff to provide a project update and request an additional \$140,000 in City funding for this project; and
- K. On January 31, 2017, the City Council considered and approved the request by CAH to increase the overall loan amount for the Turley Flats project to \$700,000; approved the draft loan documents for the funds (including an Affordable Housing Loan Agreement, Regulatory Agreement, Promissory Note and a Deed of Trust); accepted an Emergency Vehicle Access Easement; and authorized the City Manager to execute the loan documents on behalf of the City.
- L. On April 4, 2017, the Napa County Board of Supervisors approved a request from Calistoga Affordable Housing for a separate loan of \$650,000 to cover the outstanding costs associated with the construction of the Turley Flats project. However, there were several stipulations in the County's loan documents that were inconsistent with the loan documents adopted by the City, including a requirement that the City authorize a RHNA Transfer Agreement transferring 2 RHNA units from the County to the City in the next Housing Element Cycle.

RESOLUTION

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

- 1. Approves modifications to the previously adopted Loan Agreement loaning \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats affordable housing project (at three-percent interest). This loan consists of the additional \$200,000 as approved by the Council on January 31, 2017, \$158,500 in fee contributions as outlined in Resolutions 2012-87 and 2013-49, and a \$341,500 housing loan agreement as outlined in Resolution 2014-101, subject to a status report to the City Council within 60 days of the issuance of any funds. A copy of the Loan Agreement is attached hereto as **Exhibit A**.
- 2. Approves modifications to the previously adopted Turley Flats Regulatory Agreement, which governs affordability levels for the 8-units in the project. A copy of the Regulatory Agreement is attached hereto as **Exhibit B**.
- 3. Approves a Relocation Plan for the previous tenants of the existing home on the Turley Flats project site. A copy of the Relocation Plan is attached hereto as **Exhibit C**.

4. Adopts an Indemnification Agreement between the County of Napa and the City of St Helena addressing legal obligations associated with the temporary relocation of residents of the Turley Flats affordable housing project. A copy of the Indemnification Agreement is attached hereto as **Exhibit D**.
5. Adopts an Inter-Creditor Agreement between the County of Napa and the City of St Helena, identifying the specific position of each in the unlikely event of a foreclosure on the property. A copy of the Intercreditor and Subordination Agreement is attached hereto as **Exhibit E**.
6. Adopts a proposed RHNA Transfer Agreement between the County of Napa and the City of St Helena transferring residential 2-units from the County's RHNA requirement to the City's in the next Housing Element Cycle, beginning in approximately 2023. A copy of the RHNA Transfer Agreement is attached hereto as **Exhibit F**.
7. Authorizes the release of all funds committed to the project upon submittal of documentation regarding the need for and recipient of these funds (as stipulated in the attached Loan Agreement).
8. Authorize the City Manager (or designated signee) execute the loan documents on behalf of the City substantially in the form presented to the City Council.
9. Of the total \$700,000 loan amount, \$60,000 is intended to be kept in reserve (by the City) to serve as a contingency fund to cover unforeseen project expenses, should they arise. However the previously reserved \$100,000 intended to cover the cost of public improvement is authorized to be released upon confirmation that these improvements have been covered under a performance bond to ensure they are constructed.
10. Release of funds is contingent upon Napa County approval of the pending \$650,000 loan application (or other source of matching funding), issuance of the construction loan of \$1.4 million from a traditional lender and fully capitalized project.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Koberstein:	_____
Councilmember Dohring:	_____
Councilmember Elsworth:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

SF #4816-6719-2394 v1

EXHIBIT A

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

THE CITY OF ST. HELENA

and

CALISTOGA AFFORDABLE HOUSING, INC.

(Turley Flats)

_____, 2017

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2017 (“**Effective Date**”) by and between the City of St. Helena, a municipal corporation (“**City**”) and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Developer**”). The City and the Developer are collectively referred to herein as the “**Parties**.”

RECITALS

- A. Developer owns the real property located at 1105 Pope Street in the City of St. Helena, California, known as Napa County Assessor’s Parcel No. 009-090-003 and more particularly described in Exhibit A attached hereto (the “**Property**”).
- B. Developer intends to demolish the existing improvements on the Property and develop, own and operate an affordable housing development on the Property consisting of eight (8) apartments and related improvements (the “**Project**”).
- C. Upon satisfaction of the conditions precedent set forth in this Agreement and subject to the terms and conditions set forth herein, the City has agreed to provide a loan to Developer to assist in financing the Project.
- D. Concurrently with the execution of this Agreement, among other documents, Developer will execute, and deliver to City, and as applicable, cause to be recorded in the Official Records: a secured promissory note to evidence Developer’s obligation to repay the loan City will provide for the Project, a deed of trust that will provide City with a security interest in the Project and the Property, and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants that will require Project rents to be affordable to low-income households for a term of not less than fifty-five (55) years.
- E. A material inducement to City to enter into this Agreement is the agreement by Developer to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to take such actions and complete such work in accordance with such provisions and within such time periods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS; EXHIBITS

1.1 Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

“Affordable Rent” is defined in the Regulatory Agreement.

“Applicable Laws” is defined in Section 5.15.

“Area Median Income” is defined in the Regulatory Agreement.

“Certificate of Completion” is defined in Section 5.12.

“City’s Authorized Representative” means the City Manager of the City of St. Helena or the Planning and Community Improvement Director of the City of St. Helena.

“City” means the City of St. Helena, a municipal corporation.

“City Council” means the City Council of the City of St. Helena.

“City Documents” means collectively, this Agreement, the Note, the Deed of Trust, and the Regulatory Agreement.

“City’s Permitted Exceptions” is defined in Section 3.4.

“Claims” is defined in Section 5.14.

“Closing Date” or **“Close of Escrow”** shall be the date that escrow closes for the Loan..

“Conditions of Approval” is defined in Section 5.4.

“Construction Plans” is defined in Section 5.6.

“Deed of Trust” is defined in Section 3.4.

“Eligible Households” is defined in the Regulatory Agreement.

“Environmental Laws” is defined in Section 7.6.2.

“Escrow Agent” is defined in Section 3.1.

“Financing Plan” is defined in Section 2.4.

“Force Majeure” is defined in Section 12.2.

“Hazardous Material” is defined in Section 7.6.1.

“Improvements” is defined in Section 2.3.

“Indemnities” is defined in Section 5.14.

“Lender’s Title Policy” is defined in Section 3.4.

“**Loan**” is defined in Section 4.1.

“**Loan Proceeds**” is defined in Section 4.1.

“**Note**” is defined in Section 3.4.

“**Official Records**” means the Official Records of Napa County.

“**Project**” is defined in Recital B.

“**Property**” is defined in Recital A.

“**Regulatory Agreement**” is defined in Section 3.4.

“**Title Company**” is defined in Section 3.1.

“**Transfer**” is defined in Section 8.2.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

- A Legal Description of the Property
- B Form of Promissory Note
- C Form of Deed of Trust
- D Form of Regulatory Agreement
- E Financing Plan
- F Form of Certificate of Completion

ARTICLE II

REPRESENTATIONS; PROJECT SCOPE; FINANCING PLAN

2.1 Developer’s Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer’s representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Organization. Developer is a nonprofit public benefit corporation, duly organized and in good standing under the laws of the State of California and tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by

Developer, or to be executed and delivered by Developer pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer, pursuant to or in connection with to this Agreement, have been executed and delivered, or will be executed and delivered, by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer, pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered by Developer or will be executed and delivered by Developer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments executed and delivered by Developer, or to be executed or delivered by Developer, pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Pending Proceedings. Developer is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Developer's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency. Developer is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Developer's assets has been made..

2.2 Intentionally omitted

2.3 Project Scope. The Project will include the demolition of the existing improvements and the construction of a multi-family residential development consisting of: eight (8) apartments and related improvements; all of the foregoing are collectively hereinafter referred to as the "**Improvements.**"

2.4 Financing Plan. Developer shall submit to City for City's review and approval, Developer's plan for construction and permanent financing the Project (the "**Financing Plan**"). The Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of the Project, including without limitation acquisition costs and hard and soft construction costs, and shall be accompanied by evidence that all such funds have been firmly committed by Developer, equity investors or lending institutions, subject only to commercially reasonable conditions. The Financing Plan shall include development and operating pro formas which set out in detail Developer's plan for financing the costs of acquisition, construction and operation of the Project. Developer's submittal and City's approval of the Financing Plan are conditions to City's obligation to fund the Loan.

2.5 Review and Modifications. City staff shall promptly review the proposed Financing Plan, and acting through the City's Authorized Representative, the City shall approve such plan in writing within fifteen (15) business days following receipt provided that the plan conforms to the requirements of this Section. If the City does not approve the Financing Plan, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. If the City does not approve or provide written objections to Developer within such fifteen (15) business day period, the Financing Plan shall be deemed rejected. Developer shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval, and the City shall grant Developer a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Financing Plan, subject to the outside time limit for completion set forth in Section 5.1 below. When approved, the Financing Plan will be attached to this Agreement as Exhibit E. Proposed modifications to the Financing Plan shall be submitted to the City for review and approval. City staff shall promptly review such proposed modifications, and acting through City's Authorized Representative, the City shall approve such modifications in writing within fifteen (15) business days following receipt provided that the modifications conform to the requirements of this Agreement. If the City does not approve proposed modifications, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. Developer shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval. If the City does not approve or provide written objections to Developer within such fifteen (15) business day period, the proposed modifications shall be deemed rejected.

ARTICLE III

ESCROW AND CLOSING

3.1 Escrow. City and Developer shall open escrow at the office of First American Title Company located in St. Helena, California, or such other title company as the Parties may agree upon ("**Title Company**" or "**Escrow Agent**") in order to consummate the closing of escrow for the transactions contemplated hereby.

3.2 Costs of Closing and Escrow. Developer shall pay all title insurance premiums for policies Developer elects to purchase in connection with the acquisition of the Property and the financing of the Project. Developer shall pay, or cause to be paid, all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the acquisition of the Property and the financing of the Project. Developer shall pay for the cost of any lender's policy of title

insurance that City elects to acquire in connection with the transactions contemplated hereby. City and Developer shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Developer may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by City and Developer, shall serve as escrow instructions for the Closing.

3.3 Closing. The Closing Date shall be a date that is mutually acceptable to the Parties. Prior to the Close of Escrow, Developer shall deposit into escrow the City Documents to which Developer is a party, executed and acknowledged as applicable, and Developer's share of closing costs. Provided that all conditions precedent to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party, and shall deposit into escrow Loan Proceeds in the agreed-upon amount as set forth in a settlement statement approved by City's Authorized Representative. On the Closing Date the Escrow Agent shall cause the Deed of Trust and the Regulatory Agreement to be recorded in the Official Records.

3.4 City's Conditions to Closing. City's obligation to fund the Loan and disburse the Loan Proceeds is conditioned upon the satisfaction of all of all of the requirements set forth in each subsection of this Section 3.4 unless any such condition is waived in writing by City acting in the discretion of City's Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute a material breach or default under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

(b) Representations. All representations and warranties of Developer contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing. Developer shall have delivered to City each of the following: (a) a certified resolution indicating that Developer's governing board has authorized the transactions contemplated by this Agreement and that the persons executing the City Documents on behalf of Developer have been duly authorized to do so; (b) certified copies of Developer's bylaws and articles of incorporation certified by the Secretary of State/an officer of Developer, as applicable; (c) verification of Developer's tax-exempt status; and (d) a certificate of good standing, certified by the Secretary of State, indicating that Developer is properly organized and authorized to do business in the State of California.

(d) Subordination and Intercreditor Agreement. Developer, City and each party providing construction financing for the Project, including without limitation, Developer's conventional construction lender and any public agency providing financing, shall have executed and deposited into escrow for recordation, an intercreditor/subordination agreement that addresses, *inter alia* (i) the lien priority of each lender's deed of trust and regulatory agreement (if applicable), (ii) procedures for coordinated construction inspection and disbursement of loan

proceeds, including timing for disbursement of the proceeds of each loan, (iii) the respective rights of each lender to receive Project surplus cash toward loan repayment, (iv) treatment of proceeds of insurance in the event of casualty loss, (v) notice of default and cure rights, and (vi) restrictions upon modification of loan documents without consent of the other lenders.

(e) Execution, Delivery and Recordation of Documents. Developer shall have executed, acknowledged as applicable, and delivered to City this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation a promissory note substantially in the form attached hereto as Exhibit B (the “**Note**”), a deed of trust substantially in the form attached hereto as Exhibit C (the “**Deed of Trust**”), and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants substantially in the form attached hereto as Exhibit D (the “**Regulatory Agreement**”). Concurrently with the Closing, the Deed of Trust and the Regulatory Agreement shall be recorded in the Official Records.

(f) Mechanics’ Liens. Developer’s delivery to City of evidence reasonably satisfactory to City that there are no mechanics’ liens or stop notices related to the Property or the Project, and Developer’s provision to City of full waivers or releases of lien claims if required by City.

(g) Lender’s Title Policy. The Title Company shall, upon payment of the premium therefor, be committed to issue an ALTA Lender’s Policy of Title Insurance for the benefit and protection of City (“**Lender’s Title Policy**”) in the amount of the Loan, insuring that the lien of the Deed of Trust and the Regulatory Agreement are subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may reasonably approve in writing (collectively, “**City’s Permitted Exceptions**”), showing title to the Property vested in Developer, and containing such endorsements as City may reasonably require, with the cost of such Lender’s Title Policy to be paid by Developer.

(h) Insurance; Payment and Performance Bonds. Developer shall have provided evidence satisfactory to City that Developer has obtained insurance coverage meeting the requirements set forth in Article XI, and shall have provided to City copies of payment bonds and performance bonds pursuant to Section 5.18.

(i) Financing Plan. City shall have approved the Financing Plan, including without limitation, the construction and operating budgets for the Project.

(j) Evidence of Availability of Funds; Closing for Construction Financing. Prior to the Closing Date, Developer shall submit to the City copies of all loan documents for the financing sources identified in the approved Financing Plan, together with evidence reasonably satisfactory to City that (i) all conditions to the release and expenditure of the initial draw of funds from each source described in the approved Financing Plan as a source of construction financing for the Project have been met and that such funds will be available, and (ii) all construction financing (including draws subsequent to the initial draw of funds) will be available upon the satisfaction of the conditions set forth in the construction loan documents. Developer shall have provided to City copies of all documents related to development and financing of the Project, including without limitation, copies of all loan and grant documents.

The Parties intend that closing for the Loan will occur concurrently with closing for the Project construction loan to be provided by Developer's conventional lender and with closing for all other debt financing or grants to be provided for the Project by other parties. Unless and to the extent expressly waived in writing by City acting in the discretion of City's Authorized Representative, it shall be a condition to closing for the Loan, and City shall have no obligation to fund the Loan, until closing has occurred for all other Project construction financing.

(k) Permits and Approvals; Cooperation. Developer shall have obtained all entitlements, permits, licenses and approvals required for the construction and operation of the Project, including without limitation, building permits and use permits or shall provide evidence satisfactory to City that receipt of such permits and approvals is subject only to such conditions as City may reasonably approve.

(l) Payment of Fees. Developer shall have paid when due all fees and charges payable in connection with the processing of all applicable City permits and approvals. Notwithstanding the foregoing (i) Loan Proceeds may be used to pay City fees for the Project in such amounts as approved by the City's Authorized Representative, and (ii) the Parties acknowledge that to the extent that any City fees are not payable until issuance of certificates of occupancy for the Project, the City will retain Loan Proceeds in the amount of such fees.

(m) Construction Plans, Budget and Schedule. City shall have approved the construction budget and schedule for the Project, the Construction Plans and specifications for the Project, and the construction contracts. Developer shall have delivered to City executed copies of the approved construction contracts, each in the not-to-exceed amounts specified in the Financing Plan.

(n) Relocation Plan. Developer shall have submitted, and City shall have approved, a plan for relocation of existing occupants of the Property in accordance with Section 6.3.

(o) Settlement Statement. City shall have received a settlement statement showing closing costs, and all other amounts paid through escrow.

(p) Requisition. Developer shall have submitted to City a written requisition for disbursement of funds specifying the amount and use of the requested funds, accompanied by copies of third-party invoices, evidence of Developer's payment for services rendered in connection with the work, and such other documentation as City may reasonably require.

3.5 Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to the satisfaction or Developer's waiver of the following conditions:

(a) No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects;

(b) Execution of Documents. City shall have executed and acknowledged the the Regulatory Agreement, and all other City Documents to which the City is a party, and shall have delivered such documents into escrow; and

(c) Owner's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue an Owner's Title Insurance Policy for the benefit and protection of Developer ("**Owner's Title Policy**") showing title to the Property vested in Developer, subject only to Developer's Permitted Exceptions and containing such endorsements as Developer may reasonably require, with the cost of such Owner's Title Policy to be paid by Developer.

ARTICLE IV

CITY FINANCIAL ASSISTANCE

4.1 Loan and Note. In order to increase the affordability of the Project, City agrees to provide a construction/permanent loan (the "**Loan**") to Developer in the principal amount of up to Seven Hundred Thousand Dollars (\$700,000), upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Closing Date and executed by Developer substantially in the form attached hereto as Exhibit B. Provided that Developer has complied with all conditions precedent to disbursement of the Loan set forth in Sections 3.4, the proceeds of the Loan ("**Loan Proceeds**") shall be disbursed pursuant to approved draw requests as described in Section 3.4 (p) or, if applicable, a settlement statement provided by the Escrow Agent and approved in writing by City.

4.2 Interest Rate; Payment Dates; Cost Savings; Maturity Date. The principal balance of the Note outstanding from time to time will bear interest at a rate equal to three percent (3%) simple annual interest commencing upon the date of disbursement. Annual payments shall be due and payable on a residual receipts basis in accordance with the formula set forth in the Note commencing upon City's issuance of a final certificate of occupancy or equivalent for the Project. The entire outstanding principal balance of the Loan together with accrued interest and all other sums due under the City Documents shall be payable in full on the date which is the thirtieth (30th) anniversary of the date of the Note (the "**Maturity Date**").

Notwithstanding the foregoing, the City shall have the right to accelerate the Maturity Date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.3 Security. As security for repayment of the Note, Developer shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against the Property and the Improvements. The Deed of Trust shall be dated as of the Closing Date, shall be substantially in the form attached hereto as Exhibit C, and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to such liens and encumbrances consistent with the approved Financing Plan as City shall approve in writing.

4.4 Prepayment; Acceleration.

(a) Prepayment. Developer shall have the right to prepay the Loan at any time and from time to time, without penalty or premium, provided that any prepayment of

principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Developer's obligations under the Regulatory Agreement which shall survive for the full term of the Regulatory Agreement.

(b) Due On Transfer, Encumbrance, or Refinancing. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer absent the prior written consent of City of all or any part of or interest in the Property or the Project (including without limitation, upon the refinancing of permanent financing for the Project) except as otherwise permitted pursuant to this Agreement.

(c) Default. The City shall have the right to accelerate the Maturity Date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.5 Disbursement and Use of Loan Proceeds. The Parties agree that City shall disburse the Loan Proceeds only for the purpose of funding Project development costs, including City impact fees and building permit review and processing fees. City will retain Sixty Thousand Dollars (\$60,000) of Loan Proceeds to serve as a contingency fund that will be disbursed only if necessary to cover Project cost overruns or unforeseen Project expenses as reasonably approved by City's Authorized Representative.

4.6 Intentionally omitted.

4.7 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the Loan Proceeds following:

- (i) the failure of any of Developer's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects;
- (ii) the termination of this Agreement by mutual agreement of the Parties;
- (iii) the occurrence of an Event of Developer Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Developer Default under any City Document.

ARTICLE V

DEVELOPMENT OF THE PROPERTY

5.1 Development Schedule. Subject to Force Majeure, Developer shall commence construction of the Project by not later than July 1, 2017, and shall diligently prosecute to completion the construction of the Improvements to enable City to issue a final certificate of occupancy within twelve (12) months following commencement of construction, with construction targeted to be completed by not later than July 1, 2018. Developer shall use diligent

and commercially reasonable efforts to perform Developer's obligations under this Agreement within the times periods set forth herein, and if no such time is provided, within a reasonable time, designed to permit issuance of a final certificate of occupancy by the date specified in this Section 5.1. Subject to Force Majeure and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 5.1 shall be an Event of Developer Default hereunder.

5.2 Cost of Acquisition and Construction. Except as expressly set forth herein, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property, including without limitation appraisal fees, title reports and any environmental assessments Developer elects to undertake. Except as expressly set forth herein, all costs of designing, developing and constructing the Project and compliance with the Conditions of Approval, including without limitation all off-site and on-site improvements required by City in connection therewith, shall be borne solely by Developer and shall not be an obligation of the City.

5.3 Project Approvals. Developer acknowledges that execution of this Agreement by City does not constitute City approval for the purpose of the issuance of building permits, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the construction of the Project and development of the Property, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the development of the Property (if any) and the approval of the Project in compliance with CEQA and if applicable, NEPA), nor does it limit in any manner the discretion of the City or any other agency in the approval process. Developer shall pay when due all customary and reasonable fees and charges in connection with the processing of all applicable permits and approvals. Developer shall not commence construction work on the Project prior to issuance of building permits required for such work. City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the development and operation of the Project as contemplated by this Agreement.

5.4 Design Review; Conditions of Approval. Developer shall submit a Project site plan and design documents, including elevations and schematic drawings to City for review and approval. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the approved site plan and design documents and the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "Conditions of Approval").

5.5 Fees. Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Project.

5.6 Construction Plans. Developer shall submit to City's Building Department detailed construction plans for the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Developer and Developer's contractors shall rely in developing the Property and constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City.

5.7 Construction Pursuant to Plans. Developer shall develop each component of the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

5.8 Change in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any approvals issued by City after the Effective Date. Unless a proposed change is approved by City within thirty (30) days, it shall be deemed rejected. If rejected, the previously approved Construction Plans shall continue to remain in full force and effect. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the architecture, design, function, use, or amenities of the Project as shown on the latest approved Construction Plans. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

5.9 Rights of Access. For the purpose of ensuring that the construction of the Project is completed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Property following 24 hours written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided).

5.10 City Disclaimer. Developer acknowledges that the City is under no obligation, and the City neither undertakes nor assumes any responsibility or duty to Developer or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Project. Developer and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Project or otherwise.

5.11 Defects in Plans. The City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

5.12 Certificate of Completion for Project. Promptly after completion of construction of the Project, City's issuance of a final Certificate of Occupancy or equivalent for the Project, and the written request of Developer, the City will provide a certificate substantially in the form attached hereto as Exhibit F ("Certificate of Completion") provided that at the time such certificate is requested all applicable work has been completed. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the construction of the Project and development of the Property. At Developer's option the Certificate of Completion shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement.

5.13 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.14 Prevailing Wage Requirements. If required by applicable federal and state law, Developer and its contractors, subcontractors and agents shall comply with California Labor

Code Section 1720 *et seq.* and the regulations adopted pursuant thereto (all of the foregoing, “**Prevailing Wage Laws**”), and shall be responsible for carrying out the requirements of such provisions. If applicable, Developer shall submit to City a plan for monitoring payment of prevailing wages and at Developer’s expense shall implement such plan and comply with all applicable reporting and recordkeeping requirements.

To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 5.14 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project. Developer’s indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 11.2 below.

5.15 Compliance with Laws. Developer shall carry out and shall cause its contractors and subcontractors to carry out the construction of the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (“**Applicable Laws**”) including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City’s Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer’s obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer’s indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. Developer’s defense and indemnification obligations set forth in this Section 5.15 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be subject to the additional terms set forth in Section 11.2 below.

5.16 Liens and Stop Notices. Until the later of the date of reconveyance of the Deed of Trust or the expiration of the term of the Regulatory Agreement, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Developer. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property or any part thereof, Developer shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

5.17 Right of City to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property or any part thereof pursuant to and within the time period set forth in Section 5.16 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense and without further notice to Developer and all sums advanced by City for such purpose shall be part of the indebtedness secured by the Deed of Trust. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

5.18 Performance and Payment Bonds. Prior to Closing, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of (a) construction of the Project; and (b) construction of all off-site public improvements required by the Project conditions of approval. The bonds shall name the City as co-obligee.

5.19 Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XI.

ARTICLE VI

USE OF THE PROPERTY

6.1 Affordable Housing. Developer covenants and agrees for itself, its successors and assigns that the Property and the Improvements will be subject to recorded covenants that will restrict use of the Property to development of an affordable multi-family housing project, and that for a term of not less than fifty-five (55) years commencing upon the issuance of a final certificate of occupancy for the Project all of the residential units in the Project shall be available at Affordable Rents to households whose income is no greater than eighty (80%) of Area Median Income, in accordance with the terms hereof and the Regulatory Agreement.

6.2 Preference for Displaced and Local Residents. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project or for tenant rent subsidies, in accordance with the City's Amended Local Preference Policy approved on October 28, 2014 by Resolution 2014, Developer shall give first priority in the rental of the residential units in the Project to Eligible Households (as defined in the Regulatory Agreement) that include at least one member who was displaced from their affordable housing located within the City because of substandard and/or unsafe living conditions resulting in Code enforcement proceedings by the City. Developer shall give second priority to Eligible Households that include at least one member who lives or works within the St. Helena Unified School District geographic boundaries. In the event there are fewer Eligible Household applicants that meet the criteria specified in this Section than there are available units, units shall be made available to members of the general public who are Eligible Households.

6.3 Relocation. Persons residing on the Property as of the Effective Date of this Agreement shall not be displaced before suitable replacement housing is available. Developer shall ensure that all such occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively "**Relocation Laws**") relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Developer. Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations under this Section 6.3 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 6.3 shall survive the expiration or earlier termination of this Agreement. Developer shall submit to City for City's review and approval, a relocation plan that addresses relocation of all existing occupants of the Property. City's approval of the relocation plan shall be a condition to closing for the Loan.

6.4 Maintenance. Developer shall at its own expense, maintain the Property and the Improvements, including the landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all Applicable Laws. Without limiting the foregoing, Developer agrees to maintain the Property and the Improvements (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify any physical deterioration of the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property and the Improvements in good condition and repair.

6.5 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or Improvements; provided, however, Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.6 Obligation to Refrain from Discrimination. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or Improvements, or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10,

51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts pertaining to management of the Project, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Developer’s Post-Closing Obligations. Developer hereby covenants and agrees that:

(1) Developer shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of residential properties similar in nature to the Project, and used, stored and disposed of in compliance with Environmental Laws.

(2) Developer shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Developer shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Developer or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Environmental Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**". The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Developer shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim. City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Developer.

7.2 Environmental Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to

comply with Environmental Laws, unless caused by the City's active or passive negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

The provisions of this Section 7.2 shall be in addition to any and all other obligations and liabilities that Developer may have under applicable law, and each Indemnatee shall be entitled to indemnification under this Section without regard to whether City or that Indemnatee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the City Documents or applicable law. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion, any repayment or discharge of the Loan, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

7.3 Disclosure. Developer represents and warrants that except as disclosed to City in writing, as of the date hereof to the current actual knowledge of Developer's principals: (i) the Property is free and has always been free of Hazardous Materials and is not and has never been in violation of any Hazardous Materials Law; (ii) there are no buried or partially buried storage tanks located on the Property; (iii) Developer has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have ever been in violation of any Hazardous Materials Law or informing Developer that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Hazardous Materials Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other governmental agency concerning the Property; (v) no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or any other means; (vi) the Property has never been used as a dump or landfill; and (vii) Developer has disclosed to City all information, records, and studies in Developer's possession or reasonably available to Developer relating to the Property concerning Hazardous Materials.

Developer hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and the Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5(d)(2), and (ii) each representation and warranty in this Agreement or any of the other City Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the City and the Developer to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

7.4 City's Rights. In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the Trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Developer to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the City's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Developer shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Note, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

7.5 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Developer or from its own investigations.

7.6 Definitions.

7.6.1 "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

7.6.2 **"Environmental Laws"** means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1 Identity of Developer; Changes Only Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein. Notwithstanding any contrary provision of this Agreement, City shall have the right to review and approve any proposed development services agreement for the Project, and any joint venture, partnership or similar agreement relating to development, ownership or management of the Project, and City's prior written consent to any such agreement shall be required.

8.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, encumbrance, assignment (including without limitation, any assignment for security purposes), or lease (collectively, **"Transfer"**) of the whole or any part of the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City which approval shall not be unreasonably withheld. Any such attempt to assign

this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than forty-nine percent (49%) in aggregate of the present ownership and /or control of Developer, taking all transfers into account on a cumulative basis.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; or (iv) assignments creating security interests for the purpose of financing the construction or permanent financing of the Project provided that such financing is provided by the lenders identified in the approved Financing Plan and is consistent with the terms set forth in the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement;

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request;

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement;

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records; and

(v) If applicable, the final form of any financing, development services, joint venture, or partnership agreement, and any subsequent amendments of such agreements that affect the City's economic interests under this Agreement or the City Documents, shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Developer, the proposed Transfer shall be deemed approved.

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

8.5.2 It shall be an Event of Developer Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Property or undertakes any other Transfer (including without limitation any assignment for security or encumbrance of the Property) in violation of Article VIII.

8.6 Recovery of City Costs. Within ten (10) days following City's delivery to Developer of an invoice detailing such costs, Developer shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, the Property, or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

ARTICLE IX

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans for the purpose of financing the acquisition of the Property, the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Authorized Representative or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.2 Subordination. The City agrees that City will not withhold consent to reasonable requests for subordination of the Deed of Trust and Regulatory Agreement to deeds of trust provided for the benefit of lenders providing financing for the Project that are identified in the approved Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights and the rights set forth in Section 9.6 below, and provided that such instruments address the matters described in Section 3.4(d) to the extent applicable.

9.3 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.4 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by an additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within the applicable cure period, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement.

9.5 Failure of Holder to Complete Improvements. In any case where, six (6) months after default by Developer in completion of construction of the Improvements, the holder of record of any mortgage or deed of trust has not exercised its option to complete construction of the Project, or having first exercised such option, has not proceeded diligently with such work, City shall be afforded those rights against such holder that it would otherwise have against Developer under this Agreement.

9.6 City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

9.7 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged and accepted in writing by the holder prior to its creating any security right or interest in the Property or the Improvements.

9.8 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.9 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

DEFAULTS, REMEDIES AND TERMINATION

10.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer hereunder ("**Event of Developer Default**"):

(a) Developer fails to commence or complete construction of the Project within the time period set forth in Section 5.1, or subject to Force Majeure, abandons or suspends construction of the Project prior to completion for a period of thirty (30) days or more;

(b) Developer fails to pay when due the principal and interest payable under the Note, and such failure continues for ten (10) days after City notifies Developer thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(d) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within five (5) days;

(e) Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a

lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(f) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(g) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Developer or any general partner of an Approved Partnership that has acquired the Property or part thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner of such Approved Partnership; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within sixty (60) days;

(j) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (h) or (i) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(k) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(l) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(m) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion.

10.2 City Default. An event of default on the part of City ("Event of City Default") shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of sixty (60) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within sixty (60) days, City fails to commence to cure the default within sixty (60) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

10.3 City's Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

10.4 City's Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

- (a) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;
- (b) Seek specific performance to enforce the terms of the City Documents;
- (c) Foreclose on the Property pursuant to the Deed of Trust;
- (d) Terminate this Agreement pursuant to Section 10.3; and
- (e) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City's rights thereunder.

10.5 Developer's Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or

otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement, and may pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and Developer's rights thereunder.

10.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding any contrary provision of this Agreement, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

10.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

10.8 Rights of Mortgagees. Any rights of the City under this Article X shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments.

10.9 Construction Plans. If this Agreement is terminated by mutual agreement of the Parties or by City as a result of an Event of Developer Default, the Developer, at no cost to the City, shall deliver to the City copies of all construction plans and studies in the Developer's possession or in the possession of the Developer's consultants related to development of the Project on the Property, including without limitation, the Construction Plans, subject only to the rights of senior lenders identified in the Financing Plan as it may be updated with City approval. If the City utilizes the Construction Plans or studies, the City shall indemnify the Developer for any claims arising from such use.

ARTICLE XI

INDEMNITY AND INSURANCE.

11.1 Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with the development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof by Developer or Developer's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Developer, or otherwise arising out of or in connection with Developer's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws in connection with the development, operation

or management of the Project. Developer's indemnification obligations under this Section 11.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 11.1 shall survive the expiration or earlier termination of this Agreement.

11.2 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.2 shall apply to all provisions of this Agreement that pertain to Developer's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 5.11, 5.14, 5.15, 6.3, 7.2, 11.1, and 12.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Developer that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

(b) Developer's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Developer, or any other party for payment of all or any part of the Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Developer under this Agreement or by Developer or any other party under any City Document, (v) the release of Developer or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the Loan.

(c) The obligations of Developer to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11.3 Liability, Workers Compensation, and Property Insurance.

(a) Developer (and until issuance of the final certificate of occupancy or equivalent for the Project all contractors working on behalf of Developer on the Project) shall maintain a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage; provided however, the coverage requirements for subcontractors shall be One Million Dollars (\$1,000,000). Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Developer (and until issuance of the final certificate of occupancy or equivalent for the Project all contractors working on behalf of Developer on the Project) shall maintain a comprehensive automobile liability coverage in the amount of Two Million Dollars (\$2,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Developer (and if the Property has been transferred to an Approved Partnership, the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Developer (and if the Property has been transferred to an Approved Partnership, the general partners thereof), and any contractor with whom Developer (or an Approved Partnership) has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

(d) Prior to Closing and continuing until issuance of the final certificate of occupancy or equivalent for the Project, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. The builder's all-risk insurance and/or property insurance policies shall provide insurance covering all risks of loss to the modular Project components, including without limitation, risks associated with off-site fabrication and transportation of such components to the Property.

(e) Developer shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(f) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee as its interests may appear.

(g) Prior to Closing, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by City's Risk Manager, Developer shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(h) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(i) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

(j) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, City's Risk Manager. At the option of and upon request by City's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(k) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in inflation and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Developer shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of escrow and the expiration or earlier termination of this Agreement.

12.2 Enforced Delay; Extension of Times of Performance. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war,

insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions (“**Force Majeure**”). An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of the City’s Authorized Representative unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that, notwithstanding any contrary provision of this Agreement, adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement or any other City Document shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

With a copy to:
Burke, Williams & Sorensen, LLP
1901 Harrison Street, 9th floor
Oakland, CA 94612
Attention: Susan E. Bloch, Esq.

Developer: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

12.4 Attorneys’ Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such

dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

12.7 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.11, 5.14, 5.15, 6.3, 7.2, 11.1 and 12.1 shall survive the expiration or termination of this Agreement.

12.8 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City's Authorized Representative or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City's Authorized Representative determines in his or her discretion that such action or approval requires referral to City Council for consideration.

12.10 Entire Agreement. This Agreement, including Exhibits A through F attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between this Agreement and

the other City Documents, the more restrictive requirements shall control, as determined by the City's Authorized Representative.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

12.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

12.13 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

12.14 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project or the Loan. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

12.15 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

12.16 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

12.17 Inspection of Books and Records. Upon request, Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Developer necessary to determine Developer's compliance with the terms of this Agreement.

12.18 Political Activity. None of the funds, materials, property or services contributed by City to Developer under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

12.19 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

12.20 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.*, no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Developer. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.*, its implementing regulations manual and codes, and Government Code Section 1090.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Loan Agreement effective as of the date first written above.

CITY:

CITY OF ST. HELENA, a California municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Exhibit B

FORM OF PROMISSORY NOTE
(Attach form of Note.)

Exhibit C

FORM OF DEED OF TRUST
(Attach form of Deed of Trust.)

Exhibit D

**FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS**
(Attach form of Regulatory Agreement.)

Exhibit E

FINANCING PLAN
(Attach approved Financing Plan.)

Exhibit F

FORM OF CERTIFICATE OF COMPLETION
(Attach form of Certificate.)

EXHIBIT B

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF ST. HELENA

and

CALISTOGA AFFORDABLE HOUSING, INC.

(Turley Flats)

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is entered into effective as of _____, 2017 (“**Effective Date**”) by and between the City of St. Helena, a municipal corporation (“**City**”) and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Owner**”). The City and the Owner are collectively referred to herein as the “**Parties**.”

RECITALS

A. Owner is the owner of the real property located at 1105 Pope Street in the City of St. Helena, Napa County, California, known as Napa County Assessor’s Parcel No. 009-090-003, and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Owner intends to develop, own and operate an affordable housing development on the Property consisting of eight (8) apartments and related improvements (collectively, the “**Project**”) in accordance with that certain Affordable Housing Loan Agreement (the “**Loan Agreement**”) dated as of the date hereof and executed by and between Owner and City. Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. The Loan Agreement provides that the residential units developed on the Property will be required to be available to Eligible Households at Affordable Rents (defined below) in accordance with this Agreement for a period of not less than fifty-five (55) years.

D. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide to Owner a loan using funds from the City’s Affordable Housing Trust Fund in the amount of up to Seven Hundred Thousand Dollars (\$700,000) (the “**Loan**”) to provide partial financing for the Project. In connection with the Loan, Owner shall execute and deliver to City a Secured Promissory Note dated as of the date hereof (the “**Note**”) and a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (the “**Deed of Trust**”) shall be executed by Owner for the benefit of City and recorded in the Official Records of Napa County (“**Official Records**”) substantially concurrently herewith.

E. As a condition to its agreement to provide the Loan to Owner, City requires the Property to be subject to the terms, conditions and restrictions set forth herein.

F. The purpose of this Agreement is to satisfy the affordability requirements of the City’s affordable housing program and to regulate and restrict the occupancy and rents of the Project’s dwelling units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner’s successors and assigns for the full term of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Definitions.** The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"Actual Household Size" means the actual number of persons in the applicable household.

"Adjusted for Family Size Appropriate for the Unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code (i.e, assumed household size of two (2) persons in a one (1) bedroom unit, three (3) persons in a two (2) bedroom unit and four (4) persons in a three (3) bedroom unit) for the five (5) density bonus units, subject to the application of federal rules and regulations applicable to Project financing sources; however, for the three (3) non-density bonus units, the Adjusted for Family Size Appropriate for the Unit shall mean one and one half (1.5) persons per bedroom, resulting in an assumed household size of five (5) persons in a three (3) bedroom unit. Unless a three (3) bedroom unit is required as replacement housing for the current or former occupants or the Property, all density bonus units will be two (2) bedroom units.

"Affordable Rent" means the following amounts, less a utility allowance for tenant-paid utilities in an amount established by the City of Napa Housing Authority or otherwise approved by City, and other fees and charges required to be paid by all tenants of the Project on a non-optional basis (e.g., mandatory parking fees and other mandatory service charges): (a) for the five (5) density bonus units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, or "AMI", Adjusted for Family Size Appropriate for the Unit; and (b) for the three (3) other units, if not required as replacement housing for current or former occupants of the Property, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) eighty percent (80%) AMI, Adjusted for Family Size Appropriate for the Unit..

"Area Median Income" or "AMI" means the median income for Napa County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"City's Authorized Representative" means the City Manager of the City of St. Helena or the Planning and Community Improvement Director of the City of St. Helena.

"City Documents" means the Loan Agreement, the Note, the Deed of Trust, and this Agreement.

"Claims" is defined in Section 2.6.

"Deed of Trust" is defined in Recital D.

"Eligible Household" means a household for which household Gross Income upon initial occupancy does not exceed eighty percent (80%) of AMI.

"Gross Income" shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such Section may be revised from time to time.

"Indemnitees" is defined in Section 2.6.

"Loan Agreement" is defined in Recital B.

"Marketing and Management Plan" is defined in Section 6.5.

"Note" is defined in Recital D.

"Regulations" means Title 25 of the California Code of Regulations.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development in compliance with the Loan Agreement and the requirements set forth herein. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. For a term of fifty-five (55) years commencing upon the date of City's issuance of a final certificate of occupancy or equivalent for the Project all of the residential units in the Project shall be rented to Eligible Households at Affordable Rents, or if vacant shall be available for occupancy by Eligible Households at Affordable Rents.

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail.

2.2 Rents; Over-Income Tenants. Rents payable by tenants of the Project shall be limited to Affordable Rents. Nothing in this Agreement is intended to preclude the Owner from participating in the Section 8 voucher program or other rent subsidy program pursuant to which the rent charged for a unit may be set at a rate that is higher than Affordable Rent, provided that the portion of the rent payable by the tenant is limited to Affordable Rent.

If upon recertification of tenant incomes, Owner determines that a tenant has a household Gross Income that exceeds the qualifying income for Eligible Households, the tenant shall be permitted to continue to occupy the unit until the expiration of the term of the tenant's lease. Upon expiration of the tenant's lease and following six (6) months' written notice, such tenant

shall be required to vacate the unit, and Owner shall rent the unit to an Eligible Household at an Affordable Rent.

In the event of inconsistency between the provisions of this Section 2.2 and rules applicable to the Project in connection with low-income housing tax credits, tax-exempt bonds, or other sources of public financing provided for the Project, the rules applicable pursuant to such financing source shall prevail.

2.3 Intentionally omitted.

2.4 No Condominium Conversion. Owner shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Preference for Displaced and Local Residents. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project or for tenant rent subsidies, in accordance with the City's Amended Local Preference Policy approved on October 28, 2014 by Resolution 2014, Owner shall give first priority in the rental of the residential units in the Project to Eligible Households that include at least one member who was displaced from their affordable housing located within the City because of substandard and/or unsafe living conditions resulting in Code enforcement proceedings by the City. Owner shall give second priority to Eligible Households that include at least one member who lives or works within the St. Helena Unified School District geographic boundaries. In the event there are fewer Eligible Household applicants that meet the criteria specified in this paragraph than there are available units, units shall be made available to members of the general public who are Eligible Households. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control if such provisions apply to the project due to Project financing sources.

2.5.2 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.3 Non-Discrimination. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property

or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

“Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(b) (1) In Leases, the following language shall appear:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in

Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

- (c) In Contracts pertaining to management of the Project, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

2.6 Relocation. Persons residing on the Property as of the Effective Date of this Agreement shall not be displaced before suitable replacement housing is available. Owner shall ensure that all such occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively “**Relocation Laws**”) relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Owner.

Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) arising in connection with the breach of Owner’s obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Owner’s indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described

in this Agreement.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of a dwelling unit in the Project, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

- (i) The identity of each household member; and
- (ii) The total household Gross Income;

Owner shall retain such certificates for not less than three (3) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of Project construction, by not later than April 1 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with Owner's certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total household Gross Income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1. Upon request of City, Owner shall allow City's Authorized Representative to inspect and copy all records documenting the source of household income.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Owner may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

- (i) A Project income and expense statement for the reporting period;
- (ii) Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year; and

(iv) Information on the status of the waiting list for units, including the number of households on the list and the number of persons on the list that meet the criteria set forth in Section 2.5.1; and

Prior to any draw from Project replacement reserves, Owner shall provide the information described in paragraph (iii) above to City together with a description of the specific capital replacements or repairs proposed to be undertaken and a budget for such expenditures, and Owner shall obtain City's written consent prior to withdrawing funds from Project reserves except in the event that emergency repairs are required. City shall review such proposal within fifteen (15) business days, and City shall not unreasonably withhold consent to withdrawals for capital repairs and replacements. Within sixty (60) days following the end of each fiscal year during the term of this Agreement, Owner shall provide to City a copy of the annual financial statements for the Project certified by Owner as accurate and complete, and if one has been prepared for the Project, audited financial statements prepared by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements. City may, from time to time request additional or different information, and Owner shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Owner shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Owner shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

3.4.1 Owner shall provide City and its authorized agents and representatives reasonable access to any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions, during normal business hours of Owner and upon not less than three (3) business days' written notice.

3.4.2 With 48-hours' notice, during normal business hours and as often as may

be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

3.5 Annual Monitoring Fee. Owner agrees to pay to City an annual fee in the amount of Five Hundred Sixty Dollars (\$560.00) (i.e., Seventy Dollars (\$70.00) per unit), increasing annually by three percent (3%) to offset City's costs to monitor compliance with this Agreement. The fee shall be payable on October 1 of each year during the term of this Agreement, commencing is the year following City's issuance of a final certificate of occupancy or equivalent for the Project.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the City's issuance of a final certificate of occupancy or equivalent for the Project, unless the term is extended by mutual agreement of the Parties.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof, as such may be extended pursuant to Section 4.1, regardless of (i) any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan or Note, or (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term as such may be extended pursuant to Section 4.1.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to

be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. City shall have the right to review and approve the qualifications of the management entity proposed by Owner for the Project, and shall have the right to review and approve any agreement executed between Owner and the management entity, which approval shall not be unreasonably withheld. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves CRYRAG Inc., a California corporation doing business as Crown Realty Property Management, as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld or delayed. Upon City determination and delivery of written notice to Owner that Owner has failed to operate the Project in accordance with this Agreement, City may, subject to any applicable cure period, require Owner to contract with a qualified management agent selected by City, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security measures for the Project, including without limitation, the installation of adequate lighting and deadbolt locks.

6.3.1 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of

St. Helena business license if required under local law. To the extent allowed by state and federal laws, Owner shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), or such additional time as is reasonably required to rectify the condition, then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All reasonable costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 8% per annum or the highest rate permitted by applicable law. City shall have a lien against the Property for the amount of such unpaid sums and shall have the right to record a Notice of Claim of Lien against the Property.

6.5 Marketing and Management Plan. Not later than ninety (90) days following commencement of construction of the Project, Owner shall submit for City review and approval, a plan for marketing and managing the Property ("**Marketing and Management Plan**" or "**Plan**"). The Marketing and Management Plan shall address in detail how Owner plans to market the Project to prospective Eligible Households in accordance with fair housing laws and this Agreement, including without limitation Sections 2.5 and 2.6, Owner's tenant selection criteria, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property and the Project. The Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with Project tenants. Owner shall abide by the terms of the Marketing and Management Plan in marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed material modifications to City for review and approval.

In addition to the foregoing, the Marketing and Management Plan shall address the following:

- (a) The actions to be taken by Owner to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section 2.5 above;
- (b) Criteria for determining tenant eligibility, including certification of household income and size, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes) and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references, and criminal background

investigations;

(c) A requirement that eligible tenants be selected based on order of application, lottery or other reasonable method approved by City;

(d) A requirement that eligible applicants be notified of eligibility and be provided an estimate regarding when a unit may be available;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit;

(k) A detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;

(l) A requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry;

(m) A parking management plan which details, among other things, how parking spaces will be assigned, how guest parking will be handled and how parking will be managed to encourage tenants to use their assigned parking spaces;

(n) Procedures for maintenance and management of the Project;

(o) Procedures for dealing with tenant or neighborhood issues or concerns;

(p) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs and handling net cash flow; and

(q) Such other requirements and criteria/procedures as City may determine appropriate.

6.6 Approval of Amendments. If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, the proposed management agreement, or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.8 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit B, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.9 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Napa County. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request. Notwithstanding the foregoing, the City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the Financing Plan (as defined in the Loan Agreement) as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default,

including without limitation, extended notice and cure rights, the rights set forth in Section 9.6 of the Loan Agreement, and to the extent applicable, address the matters addressed in Section 3.4(d) of the Loan Agreement.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, encumbrance, assignment (including, without limitation, any assignment for security purposes), or lease (collectively, “**Transfer**”) of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest in Owner of more than forty-nine percent (49%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision. Notwithstanding any contrary provision of this Agreement, City shall have the right to review and approve any proposed development services agreement for the Project, and any joint venture, partnership or similar agreement relating to development, ownership or management of the Project, and City’s prior written consent to any such agreement shall be required.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to the Loan Agreement; (iii) the lease of individual dwelling units to tenants for occupancy as their principal residence in accordance with this Agreement; or (iv) assignments creating security interests for the purpose of financing the construction or permanent financing of the Project provided that such financing is provided by the lenders identified in the Financing Plan approved in accordance with the Loan Agreement and is consistent with the terms set forth in the approved Financing Plan as it may be updated with City approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.3 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 8.2):

(i) The proposed transferee demonstrates to the City’s satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement;

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request;

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement and the other City Loan Documents arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement;

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records; and

(v) If applicable, the final form of any financing, development services, joint venture, or partnership agreement, and any subsequent amendments of such agreements that affect City's economic interests under the City Documents shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

8.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Owner assigns or Transfers this Agreement, the Improvements, or the Property or undertakes any other Transfer (including without limitation any assignment for security or encumbrance of the Property) in violation of Section 8 and the Subsections thereof.

8.5 Recovery of City Costs. Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within thirty (30) days following City's delivery to Owner of an invoice detailing such costs.

8.6 Encumbrances. Owner agrees to use best efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender other than City ("**Third-Party Lender**"), and any intercreditor agreement entered into between the City and any Third Party Lender(s) shall contain each of the following provisions: (i) Third-Party Lender shall use its best

efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose City's Deed of Trust and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

8.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

- (i) The occurrence of a Transfer in violation of Section 8 hereof;
- (ii) Owner's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Owner to cure such default within five (5) days;
- (iii) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;
- (iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;
- (v) A default arises under the Loan Agreement, the Note, or the Deed of Trust and remains uncured beyond the expiration of any applicable cure period;

(vi) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for fifteen (15) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

- (i) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- (ii) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;
- (iii). For violations of obligations with respect to rents for dwelling units in the Project, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;
- (iv). Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. Owner shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

Owner: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as

employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement and the Deed of Trust contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A and B, attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF ST. HELENA, a municipal corporation

By: _____

Print Name: _____

Title: _____

Attest:

By: _____

City Clerk

Approved as to form:

By: _____

City Attorney

OWNER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED.

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 NAPA)

On _____, 20__, before me, _____, Notary Public, 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)

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 NAPA)

On _____, 20__, before me, _____, Notary Public, 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)

Exhibit A

PROPERTY

The real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Exhibit B**INSURANCE REQUIREMENTS**

Prior to initiating work on the Project and continuing through throughout the term of this Agreement, Owner shall obtain and maintain the following policies of insurance:

- (a) a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.
- (b) a comprehensive automobile liability coverage in the amount of Two Million Dollars (\$2,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.
- (c) Owner shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor that has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.
- (d) Prior to funding of the Loan and continuing until issuance of a Certificate of Completion, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee.
- (e) Upon completion of Project construction, Owner shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.
- (e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee as its interests may appear.
- (f) Prior to funding of the Loan, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly

executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by City's Risk Manager, Owner shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(h) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(i) Coverage provided by Owner shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Owner shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

(j) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, City's Risk Manager. At the option of and upon request by City's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(k) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in the purchasing power of the dollar and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Owner shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

EXHIBIT C

**Relocation and Temporary Housing Plan
for the Displacement of One (1) Family
1105 Pope St., St. Helena, California**

Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation ("CAH") has entered into contracts with HybridCore Homes and Helmer & Sons, Inc. to provide for eight (8) affordable apartment units, with covered carport, including the demolition of existing the structure, site work, underground utilities and retaining wall (the "Project"), all located at 1105 Pope St, St. Helena, CA 94574 (the "Property"). The Project is being funded by a loan in the amount of \$1.4 million from First Community Bank, a loan from Napa County in the amount of \$650,000, and a loan in the amount of \$700,000 (which includes a contingency amount of \$60,000) from the City of St. Helena. CAH submits this Relocation and Temporary Housing Plan ("Relocation Plan") for the displacement of one (1) family during the demotion and construction of the Project, in accordance with 25 CCR §6038, which sets forth the following items to include in a Relocation Plan (the numbers below correspond to the numbered items in 25 CCR §6038):

1. Drawings and diagrams of the Project are attached to this Relocation Plan.
2. Projected period of displacement is less than twelve (12) months; the actual projected time to complete the demolition and to construct the Project is (4) months.
3. Larry Turley purchased the Property in August 2012, and took the following actions to assess the relocation needs of the one (1) family on the Property (two adults and 2 children) (the "Tenant") that needs to be relocated and temporarily housed elsewhere pending completion of the Project, and CAH intends to, and has met, the Tenant's needs as set forth below:
 - The 2012 sale conditions permitted the Tenant to remain with the same rental rate (\$1,000 a month). The Tenant did not have a deposit on file and no new deposit was required.
 - The 2012 sale provisions also included the buyer's commitment to replace the existing improvements with a properly zoned affordable housing unit with occupancy opportunity for the Tenant, and the seven former tenants who vacated the Property on or about November 2011.
 - CAH has operated and maintained the Property since 2013. Following inspection of building, CAH took immediate action to repair/replace the central plumbing of building and gave instructions to the Tenant regarding how to contact CAH regarding any building repair needs.
 - CAH met with the Tenant to review CAH's plans for demolition/rebuilding, to determine Tenant's interest in continued occupancy, to review the proposed architectural plans and potential timeline for the Project. CAH also informed Tenant that CAH would provide temporary housing during the construction of the Project, without additional

expense to tenant. CAH's meeting with Tenant was conducted with a Spanish speaking interpreter.

- Between 2013-2017 CAH kept the Tenant apprised of construction progress on an on-going basis, with a Spanish speaking interpreter present in person or on the phone.
 - January 10, 2017 CAH (Larry Kromann and Shellie Sakai) met with the Tenant and two representatives (one Spanish speaker) from Napa Fair Housing. Fair Housing presented the timeline of the Project, asked about the Tenant's interest in continued occupancy, discussed the options currently available for temporary housing and the Tenant's housing needs, temporary housing location preferences, the Tenant's rights regarding the temporary move, and answered questions from the Tenant.
 - Following the January 10 meeting, CAH researched all of the Tenant's suggestions for temporary housing, met with Tenant at a potential housing site, and made inquiries on the Tenant's behalf to the local school district regarding policies on students temporarily residing outside of school district boundaries.
 - Following a visit by CAH and the Tenant to a two (2) bedroom house in Angwin, CA, the Tenant agreed to this temporary housing option and the plan and dates for moving. The Tenant signed a lease agreement with CAH for the temporary housing that includes the rent at the \$1,000 a month with an anticipated timeframe of 4 months.
 - CAH offered to assist the Tenant with the moving and expenses, but the Tenant declined the offer, stating they preferred to move themselves without any compensation. CAH will reimburse the Tenant for its moving to the temporary house and back again when the Project is completed.
 - The temporary house is located in a forest area eight (8) miles from St. Helena. There is plenty of parking and storage space, and provision for vegetable gardening. CAH The house has been renovated with new interior paint. And the two children can continue attendance at their current school.
 - CAH has contracted a lump sum payment (\$8,000) for use of the temporary housing that includes payment for a portion of the house renovation. Housing options in the upper Napa Valley are very limited and this was the only option CAH could locate. The Tenant is pleased with the rural surroundings as well as the condition of the house.
 - On April 1, 2017, the Tenant vacated the Property and moved to the temporary house in Angwin, California.
4. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. CAH searched the available housing in Napa County in order to locate the temporary housing for the Tenant. A formal "survey" of relocation housing resources is not necessary.
 5. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. CAH searched the available housing in Napa County in order to locate the temporary housing for the Tenant. A "relocation advisory services program" is not necessary; although CAH and the Tenant had the assistance of Napa Fair Housing.

6. Relocation payments in the form of rent subsidies and moving expenses will be paid as described in #3 above.
7. The cost to carry out the Relocation Plan is CAH's payment of rent subsidies and moving expenses will be paid as described in #3 above.
8. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. "Last Resort Housing" does not apply under these circumstances.
9. As stated in #3 above, CAH interviewed the one (1) Tenant to be displaced, determined their temporary housing needs, maintained personal contact with the Tenant and located satisfactory temporary housing for the Tenant.
10. The temporary relocation plans are described in #3 above.
11. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. "Relocation office operation procedures" do not apply under these circumstances.
12. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. "Citizen participation" does not apply under these circumstances.
13. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. CAH searched the available housing in Napa County in order to locate the temporary housing for the Tenant. A formal "survey" of relocation housing resources is not necessary, nor is an "enumeration of the coordination activities undertaken" necessary under these circumstances.
14. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. No "relocation committee" was formed or necessary.
15. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. No public entity resources were necessary or required under these circumstances.

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT D**INDEMNITY AGREEMENT
(Turley Flats)**

This Indemnity Agreement ("Agreement") is made as of June ____, 2017 by and between the County of Napa, a political subdivision of the state of California ("County") and the City of St. Helena, a municipal corporation ("City"), with reference to the following:

RECITALS

A. Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (the "Developer") owns certain real property located at 1105 Pope Street in the City of St. Helena, County of Napa (the "Property"). The Developer intends to construct an eight (8) unit development on the property (the "Development") all of which dwelling units will be affordable to low income households earning not more than eighty percent (80%) of area medium income.

B. The County by Resolution No. 2017-60 (the "County Resolution") has awarded Six Hundred Fifty Thousand Dollars (\$650,000) to the Development from the County's Affordable Housing Fund (the "County Loan"), and the City by Resolution No. _____ has awarded Seven Hundred Thousand Dollars (\$700,000) to the Development from its affordable housing fund. Without the County Loan, the Development could not be constructed.

C. In or about November 2011 residences located on the Property were vacated due to certain code violations. In or about December 2011 the Property was purchased by a third party with one household continuing to occupy the Property. In July 2012 the Property was transferred to the Developer with the intent that the existing improvements be demolished and replaced with a new 8-unit affordable housing development and that the former tenants would have the highest priority to return to the Development when completed. One household was not ordered to vacate in 2011. The City is informed that the residents of the household continued to occupy the Property until April 1, 2017, when they relocated to another location pending the completion of the Development. County is informed that all units on the Property were vacant when the Board of Supervisors of the County approved Resolution No. 2017-60 on April 4, 2017. The County has no jurisdiction over the occupancy of the Property nor any independent knowledge of its occupancy.

D. The City has been working with the Developer since the Developer's acquisition of the Property to identify funding for the Development.

E. Local, state, and federal temporary and permanent relocation statutes and regulations (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) may be applicable to the Development with respect to preparation of a relocation plan, relocation

planning, advisory assistance, and payment of monetary benefits (the "Relocation Requirements").

F. As a condition to the County making the County Loan, the County Resolution requires the parties to enter into this Agreement whereby the City will indemnify the County regarding any Relocation Requirements applicable to the Property or the Development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Indemnification by the City. The City shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County and its Board members, its agents, officers, attorneys, consultants (whether professional, legal, technical, or other), independent contractors, employees, successors, and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part from the failure or alleged failure of any person or entity to satisfy the Relocation Requirements related to the acquisition of the Property and development of the Development, including, but not limited to: (i) acts or omissions arising from the Relocation Requirements and related to the Property or the Development on or before the date the Property was acquired by the Developer and after the date the Property was acquired by the Developer, (ii) any claim, demand or cause of action arising from the Relocation Requirements that any person or entity has, threatens, or asserts against the County including but not limited to claims for payment of any relocation benefits to any displaced persons, and (iii) any lien or claim placed upon the Property or any part thereof arising from the Relocation Requirements (collectively a "Relocation Challenge").

2. Relocation Challenge.

- a. The County shall promptly notify the City of any Relocation Challenge.
- b. No settlement of any Relocation Challenge shall be binding on the County unless the County approves the settlement in writing. No settlement of any Relocation Challenge shall be binding on the City unless the City approves the settlement in writing.
- c. Nothing in this Agreement shall be construed in a manner that requires the County to exercise its discretion in a particular manner.

3. Due Authorization. The City represents and warrants that: (i) all actions necessary to authorize the execution of this Agreement and to undertake the actions contemplated hereby have been undertaken, (ii) the person(s) executing this agreement on behalf of the City has been duly authorized to do so; and (iii) upon execution, this Agreement shall be valid and enforceable against it.

4. Waiver. The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by that party.

5. Incorporation of Recitals. The Recitals are incorporated into and made a part of this Agreement.

6. Modification in Writing. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

7. Notices. Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

City of St. Helena

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

With a copy to:

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

County of Napa:
Napa County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

With copies to:

Deputy County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

8. Entire Agreement. Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. No representation, warranty, covenant, promise, understanding or condition shall be enforceable against any party unless it is contained in this Agreement.

9. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

10. Interpretation and Applicable Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of California without regard to the choice of law provisions thereof.

11. Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

12. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

[signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first above written.

ATTEST: _____ By: _____ Gladys I. Coil, Clerk of the Board of Supervisors Date: _____	COUNTY OF NAPA By: _____ Belia Ramos Chair, Napa County Board of Supervisors Date: _____
APPROVED AS TO FORM: County Counsel By: _____ Silva Darbinian, Deputy County Counsel Date: _____	
ATTEST: By: _____ Cindy Block, City Clerk Date: _____	CITY OF ST. HELENA By: _____ _____ Title: _____ Date: _____
APPROVED AS TO FORM: By: _____ Thomas B. Brown, City Attorney Date: _____	

EXHIBIT E

WHEN RECORDED MAIL TO:

First Community Bank
Santa Rosa Main Office
438 First Street
Santa Rosa, CA 95401
Attention: _____
Re: Turley Flats Project
Loan # 0001-802703-07

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this “Agreement”) dated as of _____ 2017, is made by and among **CITY OF ST. HELENA**, a municipal corporation (“City”) and the **COUNTY OF NAPA**, a political subdivision of the state of California (“County”) (the City and County are sometimes referred to herein individually as a “Junior Lender”, and collectively as the “Junior Lenders”) and **FIRST COMMUNITY BANK**, a _____ (“Senior Lender”), and acknowledged by **CALISTOGA AFFORDABLE HOUSING, INC.**, a California nonprofit public benefit corporation, (“Borrower”). The date of this Agreement as set forth above is for reference purposes only, and this Agreement will not be effective and binding until recorded in the Official Records in Napa County, California.

RECITALS:

A. Borrower has applied to the Senior Lender for a loan (the “Senior Loan”) for the construction, development, and operation of an affordable housing development consisting of eight (8) apartments and related improvements located at 1105 Pope Street in the City of St. Helena, Napa County, California, known or to be known as the Turley Flats Apartments, and more particularly described on **Exhibit A**, attached hereto (the “Property”).

B. The Senior Loan is evidenced by that certain Promissory Note, dated as of March 1, 2017, in the maximum principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000) made by Borrower payable to the order of Senior Lender (the “Note”) and that certain Construction Loan Agreement, dated as of March 1, 2017, by and between Borrower and Senior Lender (the “Senior Loan Agreement”).

C. The Senior Loan is secured by, among other things, that certain Construction Deed of Trust, dated as of March 1, 2017, executed by Borrower for the benefit of Senior Lender (as the same may, subject to the provisions of this Agreement, from time to time be extended,

consolidated, substituted for, modified, increased, amended and supplemented, "**Senior Security Instrument**"), which Senior Security Instrument recorded concurrently herewith in Napa County, California ("**Official Records**") encumbers the Property.

D. The City is also making a loan (the "**City Loan**") to Borrower in the original principal amount of Seven Hundred Thousand Dollars (\$700,000), which includes a Sixty Thousand Dollar (\$60,000) contingency fund, for the construction, development, and operation of the Turley Flats affordable housing development, which City Loan is evidenced by a certain Secured Promissory Note dated as of _____, 2017, made by Borrower to City (the "**City Note**") and secured by the City Security Instrument (as hereinafter defined) encumbering the Property, and will be advanced to Borrower pursuant to that certain Affordable Housing Loan Agreement (the "**City Loan Agreement**") dated as of _____, 2017, between Borrower and Junior Lender.

E. The County is also making a loan (the "**County Loan**") to Borrower in the original principal amount of Six Hundred Fifty Thousand Dollars (\$650,000) for the construction, development, and operation of the Turley Flats affordable housing development, which County Loan is evidenced by a certain Promissory Note (Secured by Deed of Trust) dated as of _____, 2017, made by Borrower to County (the "**County Note**") and secured by the County Security Instrument (as hereinafter defined) encumbering the Property, and will be advanced to Borrower pursuant to that certain Affordable Housing Loan Agreement (the "**County Loan Agreement**") dated as of _____, 2017, between Borrower and County.

F. The City Loan and the County Loan are collectively referred to herein as the "**Junior Loans**". The City Note and the County Note are collectively referred to herein as the "**Junior Notes**". The City Security Instrument and the County Security Instrument are collectively referred to herein as the "**Junior Security Instruments**". The City Loan Agreement and the County Loan Agreement are collectively referred to herein as the "**Junior Loan Agreements**".

G. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lenders execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce Senior Lender to consent to the Junior Loans and the Junior Security Instruments, Junior Lenders and Senior Lender hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

"*Bankruptcy Proceeding*" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to

Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“Casualty” means the occurrence of damage to or loss of any of the Property by fire or other casualty.

“City Indebtedness” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the City Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“City Loan Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the City Security Instrument.

“City Loan Documents” means, collectively, the City Note, the City Security Instrument, the City Loan Agreement, that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____, 2017, by and between City and Borrower (the **“City Regulatory Agreement”**), this Agreement and all other documents evidencing, securing or delivered in connection with the City Loan, all of which are listed on **Exhibit B** attached hereto, as such may be modified or amended from time to time.

“City Security Instrument” means that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of _____, 2017, made by Borrower for the benefit of City, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented.

“Condemnation” means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

“County Indebtedness” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the County Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“County Loan Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the County Security Instrument.

“County Loan Documents” means, collectively, the County Note, the County Security Instrument, the County Loan Agreement, that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____, 2017, by and between County and Borrower (the **“County Regulatory Agreement”**), this Agreement and all other documents evidencing, securing or delivered in connection with the County Loan, all of which are listed on **Exhibit C** attached hereto, as such may be modified or amended from time to time.

“County Security Instrument” means that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, dated as of _____, 2017, made by Borrower for the benefit of County, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented.

“Enforcement Action” means any exercise of any of Junior Lenders’ remedies under the Junior Security Instruments or any of the other Junior Loan Documents, including, without limitation, any of the following: (i) the acceleration of all or any part of the Junior Indebtedness, (ii) the commencement of any judicial or non-judicial action of proceeding to enforce any obligation of Borrower under any of the Junior Loan Documents, collect any monies payable to Borrower or have a receiver appointed to collect any monies payable to Borrower, or foreclose the lien(s) created by the Junior Security Instruments, (iii) the filing or joining in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower, (iv) the advertising of or commencement of any foreclosure or trustee’s sale proceedings, (v) the exercise of any power of sale, (vi) the acceptance of a deed or assignment in lieu of foreclosure or sale, (vii) the collecting of Rents, (viii) the obtaining of or seeking of the appointment of a receiver, (ix) the seeking of default interest, (x) the taking of possession or control of any of the Property, (xi) the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Notes or any other of the Junior Loan Documents, (xii) the exercising of any banker’s lien or rights of set-off or recoupment, or (xiii) the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property.

“Enforcement Action Notice” means a written notice from a Junior Lender to Senior Lender and the other Junior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by such Junior Lender.

“Junior Indebtedness” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“Junior Loan Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in either of the Junior Security Instruments.

“Junior Loan Documents” means, collectively, the Junior Notes, the Junior Security Instruments, the Junior Loan Agreements, the City Regulatory Agreement and the County Regulatory Agreement (collectively, the **“Junior Regulatory Agreements”**), this Agreement and all other documents evidencing, securing or delivered in connection with the Junior Loans, all of which are listed on **Exhibits B and C** attached hereto, as such may be modified or amended from time to time.

“Junior Security Instruments” means collectively, the City Security Instrument and the County Security Instrument.

“Loss Proceeds” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“Property” means (i) the land and improvements known or to be known as Turley Flat Apartments, located in the City of St. Helena, Napa County, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments (other than property owned by any tenants) and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents, and the Junior Security Instruments and/or the other Junior Loan Documents.

“Senior Indebtedness” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“Senior Loan Documents” means, collectively, the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, this Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement.

“Senior Loan Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Security Instrument.

“Senior Note” means the Note, as defined by the Senior Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

“Senior Security Instrument” means that certain Construction Deed of Trust dated as of March 1, 2017, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

2. Disbursement Schedule for Senior Loan and Junior Loans. Senior Lender and Junior Lenders hereby covenant and agree on behalf of themselves and their respective successors and permitted assigns that the funds to be loaned to Borrower pursuant to the Senior Loan and Senior Loan Documents and the Junior Loans and Junior Loan Documents shall be disbursed to Borrower in accordance with the Disbursement Schedule set forth in Exhibit D, attached hereto.

3. Junior Loan and Junior Loan Documents are Subordinate to the Senior Loan and Senior Loan Documents, with the Exception of the Junior Regulatory Agreements; Acts by Senior Lender do not Affect Subordination.

(a) Junior Lenders each hereby covenant and agree on behalf of themselves and their respective successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lenders in

connection with the Junior Loans and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the foregoing, the Senior Loan and Senior Loan Documents, including the Senior Security Instrument, is and shall be in all respects and at all times, be subject, subordinate and inferior in all respects to the Junior Regulatory Agreements.

(b) Except as expressly set forth herein, repayment of the Junior Indebtedness, is and shall be postponed and subordinated to repayment in full of the Senior Loan. Notwithstanding the foregoing, prior to a Senior Loan Default (regardless of whether such Senior Loan Default occurs prior to or during the pendency of a Bankruptcy Proceeding), each Junior Lender shall be entitled to receive and retain payments made pursuant to and in accordance with the terms of their respective Junior Loan Documents; provided, however, that no such payment is made more than ten (10) days in advance of the due date thereof. Junior Lenders each agree that from and after such time as it has received from either Senior Lender or Borrower written notice that a Senior Loan Default then exists (which has not been expressly waived in writing by Senior Lender), neither Junior Lender shall receive nor accept any payments under either of the Junior Loans. If (i) a Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which such Junior Lender has received written notice, or (ii) a Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Such Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from such Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

Without limiting the complete subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before the Junior Lenders shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, which Junior Indebtedness shall be paid as follows after the Senior Indebtedness: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness.

(c) *pari passu*, in proportion to the outstanding indebtedness owned by Borrower to each Junior Lender, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which either Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) The subordination of the Junior Indebtedness shall continue in the event that any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

(e) The subordination of the Junior Indebtedness and the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) shall apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of the Senior Security Instrument and other Senior Loan Documents and of the Junior Security Instrument and other Junior Loan Documents, and (ii) the availability of any collateral to Senior Lender, including the availability of any collateral other than the Property.

(f) By reason of, and without in any way limiting, the full subordination of the Junior Indebtedness and the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) provided for in this Agreement, all rights and claims of the Junior Lenders under the Junior Security Instruments or under the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto, are expressly subject and subordinate in all respects to the rights and claims of Senior Lender under the Senior Loan Documents in and to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto.

(g) If a Junior Lender, by indemnification, subrogation or otherwise, shall acquire any lien, estate, right or other interest in any of the Property, that lien, estate, right or other interest shall be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Junior Indebtedness and the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) are subordinate pursuant to this Agreement.

(h) Junior Lenders hereby acknowledge and agree that, subject to the provisions hereof, Senior Lender may, without the consent or approval of Junior Lenders, agree with Borrower to extend, consolidate, modify, or amend any or all the Senior Loan

Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lenders' obligations and agreements hereunder. Notwithstanding the foregoing or any contrary provision of this Agreement, except as set forth otherwise in the Senior Loan Documents, Senior Lender agrees that it will not, without each Junior Lender's prior written consent: (i) reduce the term of the Senior Loan or shorten the maturity date of the Senior Indebtedness, (ii) increase the principal amount of the Senior Note or the Senior Indebtedness other than increases pursuant to protective advances made by Senior Lender, or (iii) increase the interest rate payable under the Senior Note or the Senior Loan Documents.

4. **Junior Loans Secured on a *Pari Passu* Basis.** The City Loan, City Note and City Indebtedness shall be secured on a *pari passu*, or "equal footing" basis with the County Loan, the County Note and the County Indebtedness; except, however, the Junior Indebtedness shall be paid as follows after the Senior Indebtedness: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness. Notwithstanding the date, time, order of the grant, attachment or perfection of the City Security Instrument, or any other lien securing the City Loan and the City Indebtedness, and the date, time, order of the grant, attachment or perfection of the County Security Instrument, or any other lien securing the County Loan and the County Indebtedness, City and County hereby covenant and agree on behalf of themselves and their respective successors and permitted assigns that the City Security Instruments and all other liens securing the City Loans and City Indebtedness and the County Security Instruments and all other liens securing the County Loans and County Indebtedness shall be of equal priority; except, however, the Junior Indebtedness shall be paid as follows after the Senior Indebtedness: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness. Accordingly, all rights and claims of the City under the City Security Instrument and the City Loan Documents and of the County under the County Security Instrument and the County Loan Documents in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto shall be of equal priority after the Senior Lender, and the Junior Lenders shall be paid as follows: (i) to the County an amount of money in cash that is

equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness.

5. Junior Lender Agreements.

(a) Without the prior written consent of Senior Lender and the other Junior Lender in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed, neither Junior Lender shall (i) amend, modify, extend, renew or replace any provision of any of their respective Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness not otherwise allowed under the Junior Loan Documents; or (v) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, neither Junior Lender shall collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.

(b) Each Junior Lender hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Bankruptcy Proceeding), purchase either or both of the Junior Loans at par (and without liability for any prepayment premiums or liquidated damages set forth in the Junior Loan Documents). Such transfer and assignment of either or both of the Junior Loans shall be without representation or recourse, except that each Junior Lender shall represent that it is the sole holder of its respective Junior Loan, that it has authority to assign and convey its respective Junior Loan Documents, that, to the best of its knowledge, there are no defaults or breaches under its respective Junior Loan Documents, and as to the total amount then outstanding under its respective Junior Loan. Upon such purchase of either or both of the Junior Loans, the respective Junior Regulatory Agreement shall remain as an encumbrance on the Property. Each Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default under its respective Junior Loan Documents, any Enforcement Action Notice or other material notice given by such Junior Lender under its respective Junior Loan Documents. Notwithstanding any contrary provision in the Junior Loan Documents, Senior Lender shall have the right, but shall not have any obligation, to cure any Junior Loan Default until ninety (90) days following Senior Lender's receipt of an Enforcement Action Notice given by Junior Lender as a consequence of the Junior Loan Default. Senior Lender shall not be subrogated to the rights of Junior Lender under the Junior Loan Documents by reason of Senior Lender having cured any Junior Loan Default. However, Junior Lender acknowledges that all amounts advanced or expended by Senior Lender to cure a Junior Loan Default shall be

added to and become a part of the Senior Indebtedness pursuant to the terms of the Senior Security Instrument.

(c) Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, and Junior Lenders shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(d) Each Junior Lender agrees that, subject to any nonrecourse carve-outs set forth in its respective Junior Loan Documents, in any action commenced to enforce the obligation of Borrower to pay any portion of the Junior Indebtedness, the judgment shall not be enforceable personally against Borrower or Borrower's assets, and the recourse of each Junior Lender for the collection of its respective Junior Indebtedness shall be limited to actions against the Property and the rents, profits, issues, products, and income from the Property.

(e) Neither Junior Lender shall commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and neither Junior Lender shall initiate, nor be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before the Junior Lenders shall be entitled to receive and retain any payment or distribution with regard to their respective Junior Loans, which payment or distribution shall be made as follows: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness. Each Junior Lender agrees that the subordination of its respective Junior Loan and Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim. In addition, each Junior Lender hereby covenants and agrees that, in connection with a Bankruptcy Proceeding involving Borrower, neither Junior Lender nor any of their respective affiliates shall (i) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or *pari passu* with the liens and interests held by Senior Lender pursuant to the Senior Loan Documents, (ii) not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan, and (iii) not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior

Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.

(f) Subject to Section 2(h) above, each Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Each Junior Lender acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and each Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by either Junior Lender. Subject in each case to the requirements for each Junior Lender's written consent as set forth in Section 2(h) above, at any time or from time to time and any number of times, without notice to either Junior Lender and without affecting the liability of the Junior Lenders: (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be extended, consolidated, modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instruments and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender's acquisition of title; except, however, the Junior Regulatory Agreements shall remain in full force and effect after such foreclosure.

(g) Each Junior Lender acknowledges that it entered into the transactions contemplated by its respective Junior Loan Documents and made its respective Junior Loan to Borrower without reliance upon any information or advice from Senior Lender. Each Junior Lender made its own underwriting analysis in connection with its respective

Junior Loan, its own credit review of Borrower, and investigated all matters pertinent, in each Junior Lender's judgment, to its determination to make its respective Junior Loan to Borrower. Each Junior Lender acknowledges that it was represented by competent counsel in connection with this Agreement.

(h) Each Junior Lender hereby agrees that the proceeds of its respective Junior Loan will be disbursed to Borrower in accordance with the terms and conditions of the respective Junior Loan Documents and the Disbursement Schedule for Senior Loan and Junior Loans, attached hereto as Exhibit D. Each Junior Lender hereby represents and warrants the following, but only with regard to its Junior Loan: (i) each Junior Lender is now the owner and holder of its respective Junior Loan Documents; (ii) its respective Junior Loan Documents are now in full force and effect; (iii) its respective Junior Loan Documents have not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under its respective Junior Loan Documents has occurred; (v) no scheduled monthly payments under its respective Junior Loan Documents have been or will be prepaid except with the prior written consent of Senior Lender; (vi) none of the rights of the Junior Lender under any of its respective Junior Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise; and (viii) there are no other Junior Loan Documents other than those listed on Exhibit B or C hereto, as to its respective Junior Loan. Borrower further represents and warrants that it has provided to Senior Lender a true, complete, and correct copy of all the Junior Loan Documents.

(i) Each Junior Lender hereby agrees that notwithstanding anything to the contrary in its respective Junior Loan Documents, for so long as the Senior Loan is outstanding, the maturity date of its respective Junior Note shall occur no earlier than one (1) month after the maturity date of the Senior Note.

6. Standstill Agreement; Right to Cure Senior Loan Default.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, neither Junior Lender shall without giving at least sixty (60) days' notice to Senior Lender and the other Junior Lender, take any Enforcement Action including, without limitation: (i) accelerate its respective Junior Loan, (ii) exercise any of its respective Junior Lender's remedies under its respective Junior Security Instrument or any of its other respective Junior Loan Documents (including, without limitation, the commencement of any judicial or non-judicial action of proceeding): (a) to enforce any obligation of Borrower under any of its respective Junior Loan Documents, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to foreclose the lien(s) created by its respective Junior Security Instrument), or (iii) file or join in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower, until the earlier of (A) the expiration of such 60-day period, or (B) Senior Lender's delivery of Senior Lender's written consent to such Enforcement Action to such Junior Lender. The limitation on remedies of each Junior Lender set forth in this Section shall not derogate or otherwise limit each Junior Lender's rights, following an event of default under its respective Junior Loan

Documents to: (a) compute interest on all amounts due and payable under its respective Junior Loan at the default rate described in its respective Junior Loan Documents, (b) compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under its respective Junior Loan and (d) seek specific performance to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions contained in its respective Junior Regulatory Agreement.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to each Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loans as set forth herein. Borrower covenants and agrees to forward to each Junior Lender, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default or notice of a Junior Loan Default Borrower receives from Senior Lender or a Junior Lender.

(c) Each Junior Lender shall have the right, but shall have no obligation, to cure any Senior Loan Default or any Junior Loan Default notice by the other Junior Lender; provided, if either Junior Lender shall elect to cure any such Default, it shall so notify Senior Lender and the other Junior Lender and shall commence and complete such curing within sixty (60) days from receipt of notice of a Senior Loan Default or Junior Loan Default, or such longer cure period as Borrower is permitted by the terms of the Senior Loan Documents or the Junior Loan Documents to cure such Senior Loan Default or such Junior Loan Default, as the case may be. Neither Junior Lender shall be subrogated to the rights of Senior Lender or the other Junior Lender under the Senior Loan Documents, or the Junior Loan Documents, as the case may be, by reason of such Junior Lender having cured any Senior Loan Default or other Junior Loan Default. However, Senior Lender and each Junior Lender acknowledge that, to the extent so provided in the curing Junior Lender's respective Junior Loan Documents, amounts advanced or expended by such Junior Lender to cure a Senior Loan Default or other Junior Lender Loan Default, may be added to and become a part of its respective Junior Indebtedness. The provisions of this Section are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of subordinate lenders, including, without limitation, those set forth in California Civil Code §§2924b and 2924c.

(d) Each Junior Lender agrees that, notwithstanding any contrary provision contained in its respective Junior Loan Documents, if a Senior Loan Default occurs under the Senior Loan Documents which in and of itself does not constitute a default under the respective Junior Loan Documents, if no other default has occurred under the respective Junior Loan Documents, and the Senior Loan Default is cured to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to Junior Lenders, any default under the respective Junior Loan Documents arising from such Senior Loan

Default shall be deemed cured and the respective Junior Indebtedness shall be reinstated as if such Senior Loan Default had not occurred.

(e) Each Junior Lender acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of its respective Junior Security Instrument (including a conveyance or other transfer of title pursuant to the exercise of a power of sale contained in such Junior Security Instrument), or any deed or assignment in lieu of foreclosure or similar arrangement, shall be subject to the transfer provisions of the Senior Loan Documents; and the person (including each Junior Lender) who acquires title to the Property pursuant to the foreclosure proceeding (or pursuant to the exercise of a power of sale contained in such Junior Security Instrument) shall not be deemed to be automatically approved by Senior Lender.

7. **Insurance.** Each Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude either Junior Lender from requiring that it be named as a loss payee, as its *pari passu* interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

8. **Default.** Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

9. **Enforcement Costs.** Borrower shall reimburse Senior Lender and Junior Lenders for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lender and/or Junior Lenders in connection with enforcing this Agreement.

10. **Notices.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

To Junior Lenders:

City
City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574
Facsimile: _____

With a copy to:

City Attorney
City of St. Helena
1480 Main Street
St. Helena CA 94574
Facsimile: _____

County:
Napa County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559
Facsimile: _____

With copies to:

Deputy County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559
Facsimile: _____

Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559
Facsimile: _____

If to Senior Lender:

First Community Bank
Santa Rosa Main Office
438 First Street
Santa Rosa, CA 95401
Facsimile: _____

With a copy to:

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed

sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

11. **JURY TRIAL WAIVER.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER, JUNIOR LENDERS AND SENIOR LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

12. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which either Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by either Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) its respective Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

13. **Miscellaneous.**

(a) Each Junior Lender shall, within ten (10) business days following a request from Senior Lender and the other Junior Lender, provide Senior Lender and the requesting Junior Lender with a written statement setting forth the then current outstanding principal balance of its respective Junior Loan, the aggregate accrued and unpaid interest under its respective Junior Loan, and stating whether, to the knowledge of such Junior Lender, any default or event of default exists under its respective Junior Loan, and containing such other information with regard to its respective Junior Indebtedness as Senior Lender and/or the requesting Junior Lender may require. Upon notice from Senior Lender and/or a requesting Junior Lender, from time to time, each Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender, and/or such requesting Junior Lender, in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) This Agreement shall bind and inure to the benefit of all successors and assigns of each Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of either Junior Lender. Junior Lenders may only assign their respective rights and interests hereunder following the prior written consent of Senior Lender, which consent may be withheld or conditioned in its sole and absolute discretion.

(c) Senior Lender hereby consents to the Junior Loans and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents, with the exception of the Junior Regulatory Agreements. Each Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by either Junior Lender to the terms of the Senior Loan Documents.

(d) This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

(e) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(f) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(g) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(h) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(i) Borrower hereby acknowledges and consents to the execution of this Agreement, and agrees to be bound by the provisions hereof that are applicable to Borrower. Solely as between Senior Lender and Junior Lenders, all of the signatories below hereby agree that to the extent of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Senior Loan Documents and/or the Junior Loan Documents respectively, the terms and provisions of this Agreement shall govern and control. By executing this Agreement in the place provided below, Borrower hereby: (i) acknowledges the provisions hereof, (ii) agrees not to take any action inconsistent with Senior Lender's rights or Junior Lenders' rights under this Agreement, (iii) waives and relinquishes to the maximum extent permitted by law any and all rights, defenses and claims now existing or hereinafter accruing relating to Junior Lenders' forbearance from exercising any rights and remedies pursuant to Section 4 of this Agreement, including, without limitation, any defenses based on the statute of limitations

or any equitable defenses, such as laches, and (iv) acknowledges and agrees that (A) this Agreement is entered into for the sole protection and benefit of Senior Lender and Junior Lenders (and their respective successors, assigns and participants), and no other person (including Borrower) shall have any benefits, rights or remedies under or by reason of this Agreement, (B) nothing in this Agreement is intended, or shall be construed to, relieve or discharge the obligations or liabilities of any third party (including Borrower under the Senior Loan Documents and the Junior Loan Documents), (C) neither Borrower nor any of its affiliates shall be, or be deemed to be, beneficiaries of any of the provisions hereof or have any rights hereunder whatsoever, and (D) no provision of this Agreement is intended to, or shall be construed to, give any such third party (including Borrower) any right subrogating to the rights of, or action against, Senior Lender or either Junior Lender.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender and Junior Lenders as a joint venturer or partner of each other.

14. Attached Exhibits.

The following Exhibits are attached to this Agreement and are incorporated by reference herein as if more fully set forth in the text hereof:

Exhibit A – Legal Description

Exhibit B – City Loan Documents

Exhibit C – County Loan Documents

Exhibit D – Disbursement Schedule for Senior Loan and Junior Loans

The terms of this Agreement are modified and supplemented as set forth in said Exhibits. To the extent of any conflict or inconsistency between the terms of said Exhibits and the text of this Agreement, the terms of said Exhibits shall be controlling in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDERS:

ATTEST: _____ By: _____ Gladys I. Coil, Clerk of the Board of Supervisors	COUNTY OF NAPA By: _____ Belia Ramos Chair, Napa County Board of Supervisors
APPROVED AS TO FORM: County Counsel By: _____ Silva Darbinian, Deputy County Counsel	
ATTEST: By: _____ Cindy Block, City Clerk	CITY OF ST. HELENA By: _____, _____ Title: _____
APPROVED AS TO FORM: By: _____ Thomas B. Brown, City Attorney	

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SF #4831-4758-5098 v1

SENIOR LENDER:

FIRST COMMUNITY BANK

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE 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, _____ (here 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)

CALIFORNIA ALL-PURPOSE 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, _____ (here 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)

CALIFORNIA ALL-PURPOSE 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, _____ (here 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)

CALIFORNIA ALL-PURPOSE 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, _____ (here 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)

EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

EXHIBIT B

CITY LOAN DOCUMENTS

1. Affordable Housing Loan Agreement, by and between the City of St. Helena, a California municipal corporation (the “City”), and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (the “Borrower”), dated as of _____, 2017.
2. Secured Promissory Note, executed and delivered by Borrower, dated as of _____ 2017.
3. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by Borrower for the benefit of City, dated as of _____, 2017.
4. Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, by and between the City and the Borrower, dated as of _____, 2017.

EXHIBIT C

COUNTY LOAN DOCUMENTS

1. Affordable Housing Loan Agreement, by and between the County of Napa, a political subdivision of the state of California (the "**County**"), and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (the "**Borrower**"), dated as of _____, 2017.
2. Promissory Note (Secured by Deed of Trust), executed and delivered by Borrower, dated as of _____, 2017.
3. Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, executed by Borrower for the benefit of the County, dated as of _____, 2017.
4. Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, by and between the County and the Borrower, dated as of _____, 2017.

EXHIBIT D

DISBURSEMENT SCHEDULE FOR SENIOR LOAN AND JUNIOR LOANS

SF #4831-4758-5098 v12

EXHIBIT F

Napa County Agreement No. _____

City of St. Helena Agreement No. _____

**RHNA TRANSFER AGREEMENT FOR THE
TURLEY FLATS PROJECT**

This RHNA Transfer Agreement (the "Agreement") is made and entered into as of June ____, 2017 by and between the County of Napa, a political subdivision of the state of California (the "County") and the City of St. Helena, a municipal corporation (the "City").

WHEREAS, the City and the County share a mutual commitment to encourage land use policies that preserve agricultural uses and that focus new development in urbanized areas; and

WHEREAS, the City and the County also share a mutual commitment to cooperate toward pooling available resources in order to meet the housing needs of the County, including those regional housing needs identified by the California Department of Housing and Community Development ("HCD") and the Association of Bay Area Governments ("ABAG"); and

WHEREAS, pursuant to housing element law (Government Code Sections 65580 et seq.), ABAG periodically prepares a Regional Housing Needs Allocation ("RHNA"), which specifies the existing and projected need for housing in each city and county in the San Francisco Bay Area, including Napa County and all cities in Napa County; and

WHEREAS, pursuant to Government Code Section 65588, the housing element of each city and county must be periodically revised, and prior to each required housing element revision, ABAG must adopt a revised RHNA, which is utilized by the County and the City in revising their housing elements; and

WHEREAS, the next required revision to the housing elements of the City and the County is designated as the "sixth" required revision by Government Code Section 65588 and will be due in approximately 2023; and

WHEREAS, City and County each award City affordable housing funds and County housing fund monies, respectively, for the development of affordable housing in Napa County as a whole; and

WHEREAS, a proposed affordable housing project located in the City of St. Helena and known as the "Turley Flats" project (the "Project"), as described in Exhibit "A" attached to this Agreement, is to be developed by Calistoga Affordable Housing, Inc., a California non-profit corporation (the "Developer"); and

WHEREAS, the Developer of the Project has submitted an application to the County for a loan from the County's Affordable Housing Fund (the "Housing Fund") to assist in the development of such housing; and

WHEREAS, subject to the terms of this Agreement, the City supports the Project's application for an award of monies from the Housing Fund, and is also awarding City affordable housing funds toward the development of the Project; and

WHEREAS, the County by Resolution No. 2017-60 adopted April 4, 2017 has awarded Six Hundred Fifty Thousand Dollars (\$650,000) to the Project from the County's Housing Fund, and the City on January 31, 2017 awarded Seven Hundred Thousand Dollars (\$700,000) to the Project from its affordable housing fund, which results in a proportionate award of Forty-Eight Percent (48%) of public funding from the County and Fifty-Two Percent (52%) of public funding from the City; and

WHEREAS, the Project proposes a total of eight (8) affordable housing units (the "Affordable Units"), all of which will benefit from funds contributed by the City and the County; and

WHEREAS, to promote the City's and County's mutual commitment to focusing new development in urbanized areas, the County requires that, as a condition of funding those projects located in the incorporated municipalities within the County of Napa, the City must agree to increase its share of the regional housing needs pursuant to Government Code Section 65584.07 (or successor provision) in the next RHNA cycle to be adopted by ABAG, so that the County's share of the RHNA shall be reduced.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSIDERATION SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Transfer of a Portion of the County's RHNA. The City hereby agrees to increase its share of the RHNA adopted for the sixth required revision of the housing element by Two (2) dwelling units so that the RHNA of the County shall be reduced by Two (2) dwelling units. If the County and the City form a subregion pursuant to Government Code Section 65584.03 or any successor statute to determine the RHNA of the County and the City, then the RHNA prepared by the subregion shall initially be made without reference to this Agreement, and following initial adoption of the RHNA by the subregion, the City's share of the RHNA shall be increased by Two (2) dwelling units, and the County's share of the RHNA shall be reduced by Two (2) dwelling units. The Two (2) dwelling units to be allocated in accordance with this Agreement shall be apportioned among very low income, low income, moderate income, and above moderate income housing, pursuant to Government Code Section 65584.07(a).

2. Award of Housing Fund Monies. The County has agreed to award Six Hundred Fifty Thousand Dollars (\$650,000) from its housing trust fund to the Project (the "Loan") and has accordingly adopted Resolution No. 2017-60 awarding the Loan to the Developer on the

condition that the City and the County enter into this Agreement. The City's obligation to increase its share of the RHNA as set forth in this Agreement is subject to the conditions precedent of: (a) the County's funding of the Loan to the Developer, and (b) upon the Developer obtaining building permits for the construction of the Affordable Units for the Project. If, for any reason, the Developer defaults on the Loan, or the County is forced for other reasons to recall the Loan, the City's obligation to increase its share of RHNA units and to comply with the provisions of this Agreement shall continue.

3. Compliance with Government Code Section 65584.07. The increase in the City's share of the RHNA and the reduction in the County's share of the RHNA as provided herein is made pursuant to Government Code Section 65584.07 and any successor statute relating to transfer of a jurisdiction's RHNA, and the parties agree that the County's RHNA shall be reduced, and the City's RHNA shall be increased, in the manner required by these statutes. Accordingly, the City and the County shall take all steps necessary to comply with Government Code Section 65584.07 to implement this Agreement, including but not limited to, providing the appropriate documentation to ABAG and to HCD or any other agency if required. The parties agree to work together to obtain ABAG approval of the RHNA transfer included in this Agreement. The City further agrees that it will utilize the revised RHNA that includes the transfer of the dwelling units covered under this Agreement from the County to the City in preparing the sixth revision to its housing element as required by Government Code Section 65888. As soon as ABAG approves the reduction in the County's share of the RHNA and the increase in the City's share of the RHNA, the parties shall use the revised RHNA in preparing the sixth revision to their housing elements and shall adopt the sixth revisions in compliance with all laws.

4. Annual Report. In preparing the annual report required by Government Code Section 65400, the City shall report the assistance provided by the Housing Fund when reporting on the Project.

5. Warranty of Legal Authority. Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be null and void.

6. Assignment/Delegation. Neither party hereto shall assign, or transfer any benefit or obligations of this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

8. Waiver. Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

9. Notices. Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

City of St. Helena

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

With copy to:

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

County of Napa:

Napa County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

With copy to:

Deputy County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

10. Entire Agreement. This document is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

11. Amendment. This Agreement may only be amended in writing by an amendment authorized by the City Council and the County Board of Supervisors.

12. Recitals Adopted. The parties hereby agree to, and adopt, the Agreement recitals as portions of the Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

ATTEST: By: _____ Gladys I. Coil, Clerk of the Board of Supervisors Date: _____	COUNTY OF NAPA By: _____ Belia Ramos Chair, Napa County Board of Supervisors Date: _____
APPROVED AS TO FORM: County Counsel By: _____ Silva Darbinian, Deputy County Counsel Date: _____	
ATTEST: By: _____ Cindy Black, City Clerk Date: _____	CITY OF ST. HELENA By: _____, Title: _____ Date: _____
APPROVED AS TO FORM: By: _____ Thomas B. Brown, City Attorney Date: _____	

Attachment A

The Turley Flats Project will consist of 8 units in the City of St. Helena. The project will target individuals and families earning 80% of the area median income for Napa County.

Below is a description of the property:

Site Address	1105 Pope Street, St. Helena	AP Number	009-090-003
Ownership Status	Calistoga Affordable Housing, Inc.	Census tract ¹	2016.01
Parcel Size	9,525 sq. ft.	Zoning/GP	1) Zoning: MR

¹ Found at <http://www.ffiec.gov/Geocode/default.aspx> or <https://www.cdfifund.gov/myCDFI/index.asp>

WHEN RECORDED MAIL TO:

First Community Bank
 Santa Rosa Main Office
 438 First Street
 Santa Rosa, CA 95401
 Attention: _____
 Re: Turley Flats Project
 Loan # 0001-802703-07

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this “**Agreement**”) dated as of _____ 2017, is made by and among **CITY OF ST. HELENA**, a municipal corporation (“**City**”) and the **COUNTY OF NAPA**, a political subdivision of the state of California (“**County**”) (the City and County are sometimes referred to herein individually as a “**Junior Lender**”, and collectively as the “**Junior Lenders**”) and **FIRST COMMUNITY BANK**, a _____ (“**Senior Lender**”), and acknowledged by **CALISTOGA AFFORDABLE HOUSING, INC.**, a California nonprofit public benefit corporation, (“**Borrower**”). The date of this Agreement as set forth above is for reference purposes only, and this Agreement will not be effective and binding until recorded in the Official Records in Napa County, California.

RECITALS:

A. Borrower has applied to the Senior Lender for a loan (the “**Senior Loan**”) for the construction, development, and operation of an affordable housing development consisting of eight (8) apartments and related improvements located at 1105 Pope Street in the City of St. Helena, Napa County, California, known or to be known as the Turley Flats Apartments, and more particularly described on **Exhibit A**, attached hereto (the “**Property**”).

B. The Senior Loan is evidenced by that certain Promissory Note, dated as of March 1, 2017, in the maximum principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000) made by Borrower payable to the order of Senior Lender (the “**Note**”) and that certain Construction Loan Agreement, dated as of March 1, 2017, by and between Borrower and Senior Lender (the “**Senior Loan Agreement**”).

C. The Senior Loan is secured by, among other things, that certain Construction Deed of Trust, dated as of March 1, 2017, executed by Borrower for the benefit of Senior Lender (as the same may, subject to the provisions of this Agreement, from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, “**Senior Security**”).

Instrument”), which Senior Security Instrument recorded concurrently herewith in Napa County, California (“**Official Records**”) encumbers the Property.

D. The City is also making a loan (the “**City Loan**”) to Borrower in the original principal amount of Seven Hundred Thousand Dollars (\$700,000), which includes a Sixty Thousand Dollar (\$60,000) contingency fund, for the construction, development, and operation of the Turley Flats affordable housing development, which City Loan is evidenced by a certain Secured Promissory Note dated as of _____, 2017, made by Borrower to City (the “**City Note**”) and secured by the City Security Instrument (as hereinafter defined) encumbering the Property, and will be advanced to Borrower pursuant to that certain Affordable Housing Loan Agreement (the “**City Loan Agreement**”) dated as of _____, 2017, between Borrower and Junior Lender.

E. The County is also making a loan (the “**County Loan**”) to Borrower in the original principal amount of Six Hundred Fifty Thousand Dollars (\$650,000) for the construction, development, and operation of the Turley Flats affordable housing development, which County Loan is evidenced by a certain Promissory Note (Secured by Deed of Trust) dated as of _____, 2017, made by Borrower to County (the “**County Note**”) and secured by the County Security Instrument (as hereinafter defined) encumbering the Property, and will be advanced to Borrower pursuant to that certain Affordable Housing Loan Agreement (the “**County Loan Agreement**”) dated as of _____, 2017, between Borrower and County.

F. The City Loan and the County Loan are collectively referred to herein as the “**Junior Loans**”. The City Note and the County Note are collectively referred to herein as the “**Junior Notes**”. The City Security Instrument and the County Security Instrument are collectively referred to herein as the “**Junior Security Instruments**”. The City Loan Agreement and the County Loan Agreement are collectively referred to herein as the “**Junior Loan Agreements**”.

G. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lenders execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce Senior Lender to consent to the Junior Loans and the Junior Security Instruments, Junior Lenders and Senior Lender hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

“*Bankruptcy Proceeding*” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“*Casualty*” means the occurrence of damage to or loss of any of the Property by fire or other casualty.

“*City Indebtedness*” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the City Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“*City Loan Default*” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the City Security Instrument.

“*City Loan Documents*” means, collectively, the City Note, the City Security Instrument, the City Loan Agreement, that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____, 2017, by and between City and Borrower (the “**City Regulatory Agreement**”), this Agreement and all other documents evidencing, securing or delivered in connection with the City Loan, all of which are listed on **Exhibit B** attached hereto, as such may be modified or amended from time to time.

“*City Security Instrument*” means that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of _____, 2017, made by Borrower for the benefit of City, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented.

“*Condemnation*” means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

“*County Indebtedness*” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the County Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“*County Loan Default*” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the County Security Instrument.

“*County Loan Documents*” means, collectively, the County Note, the County Security Instrument, the County Loan Agreement, that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____, 2017, by and between County and Borrower (the “**County Regulatory Agreement**”), this Agreement and all other documents evidencing, securing or delivered in connection with the County Loan, all of which are listed on **Exhibit C** attached hereto, as such may be modified or amended from time to time.

“*County Security Instrument*” means that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, dated as of _____, 2017, made by Borrower for the benefit of County, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented.

“*Enforcement Action*” means any exercise of any of Junior Lenders’ remedies under the Junior Security Instruments or any of the other Junior Loan Documents, including, without

limitation, any of the following: (i) the acceleration of all or any part of the Junior Indebtedness, (ii) the commencement of any judicial or non-judicial action of proceeding to enforce any obligation of Borrower under any of the Junior Loan Documents, collect any monies payable to Borrower or have a receiver appointed to collect any monies payable to Borrower, or foreclose the lien(s) created by the Junior Security Instruments, (iii) the filing or joining in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower, (iv) the advertising of or commencement of any foreclosure or trustee's sale proceedings, (v) the exercise of any power of sale, (vi) the acceptance of a deed or assignment in lieu of foreclosure or sale, (vii) the collecting of Rents, (viii) the obtaining of or seeking of the appointment of a receiver, (ix) the seeking of default interest, (x) the taking of possession or control of any of the Property, (xi) the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Notes or any other of the Junior Loan Documents, (xii) the exercising of any banker's lien or rights of set-off or recoupment, or (xiii) the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property.

"Enforcement Action Notice" means a written notice from a Junior Lender to Senior Lender and the other Junior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by such Junior Lender.

"Junior Indebtedness" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"Junior Loan Default" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in either of the Junior Security Instruments.

"Junior Loan Documents" means, collectively, the Junior Notes, the Junior Security Instruments, the Junior Loan Agreements, the City Regulatory Agreement and the County Regulatory Agreement (collectively, the **"Junior Regulatory Agreements"**), this Agreement and all other documents evidencing, securing or delivered in connection with the Junior Loans, all of which are listed on **Exhibits B and C** attached hereto, as such may be modified or amended from time to time.

"Junior Security Instruments" means collectively, the City Security Instrument and the County Security Instrument.

"Loss Proceeds" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"Property" means (i) the land and improvements known or to be known as Turley Flat Apartments, located in the City of St. Helena, Napa County, State of California, which Property

is more particularly described on **Exhibit A** attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments (other than property owned by any tenants) and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents, and the Junior Security Instruments and/or the other Junior Loan Documents.

“*Senior Indebtedness*” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“*Senior Loan Documents*” means, collectively, the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, this Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement.

“*Senior Loan Default*” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Security Instrument.

“*Senior Note*” means the Note, as defined by the Senior Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

“*Senior Security Instrument*” means that certain Construction Deed of Trust dated as of March 1, 2017, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

2. **Disbursement Schedule for Senior Loan and Junior Loans.** Senior Lender and Junior Lenders hereby covenant and agree on behalf of themselves and their respective successors and permitted assigns that the funds to be loaned to Borrower pursuant to the Senior Loan and Senior Loan Documents and the Junior Loans and Junior Loan Documents shall be disbursed to Borrower in accordance with the Disbursement Schedule set forth in **Exhibit D**, attached hereto.

3. **Junior Loan and Junior Loan Documents are Subordinate to the Senior Loan and Senior Loan Documents, with the Exception of the Junior Regulatory Agreements; Acts by Senior Lender do not Affect Subordination.**

(a) Junior Lenders each hereby covenant and agree on behalf of themselves and their respective successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lenders in connection with the Junior Loans and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate

and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the foregoing, the Senior Loan and Senior Loan Documents, including the Senior Security Instrument, is and shall be in all respects and at all times, be subject, subordinate and inferior in all respects to the Junior Regulatory Agreements.

(b) Except as expressly set forth herein, repayment of the Junior Indebtedness, is and shall be postponed and subordinated to repayment in full of the Senior Loan. Notwithstanding the foregoing, prior to a Senior Loan Default (regardless of whether such Senior Loan Default occurs prior to or during the pendency of a Bankruptcy Proceeding), each Junior Lender shall be entitled to receive and retain payments made pursuant to and in accordance with the terms of their respective Junior Loan Documents; provided, however, that no such payment is made more than ten (10) days in advance of the due date thereof. Junior Lenders each agree that from and after such time as it has received from either Senior Lender or Borrower written notice that a Senior Loan Default then exists (which has not been expressly waived in writing by Senior Lender), neither Junior Lender shall receive nor accept any payments under either of the Junior Loans. If (i) a Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which such Junior Lender has received written notice, or (ii) a Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Such Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from such Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

Without limiting the complete subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before the Junior Lenders shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, which Junior Indebtedness shall be paid as follows after the Senior Indebtedness: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness.

(c) *pari passu*, in proportion to the outstanding indebtedness owned by Borrower to each Junior Lender, and (ii) until all of the Senior Indebtedness is paid in full

in cash, any payment or distribution to which either Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) The subordination of the Junior Indebtedness shall continue in the event that any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

(e) The subordination of the Junior Indebtedness and the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) shall apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of the Senior Security Instrument and other Senior Loan Documents and of the Junior Security Instrument and other Junior Loan Documents, and (ii) the availability of any collateral to Senior Lender, including the availability of any collateral other than the Property.

(f) By reason of, and without in any way limiting, the full subordination of the Junior Indebtedness and the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) provided for in this Agreement, all rights and claims of the Junior Lenders under the Junior Security Instruments or under the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto, are expressly subject and subordinate in all respects to the rights and claims of Senior Lender under the Senior Loan Documents in and to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto.

(g) If a Junior Lender, by indemnification, subrogation or otherwise, shall acquire any lien, estate, right or other interest in any of the Property, that lien, estate, right or other interest shall be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Junior Indebtedness and the Junior Loan Documents (with the exception of the Junior Regulatory Agreements) are subordinate pursuant to this Agreement.

(h) Junior Lenders hereby acknowledge and agree that, subject to the provisions hereof, Senior Lender may, without the consent or approval of Junior Lenders, agree with Borrower to extend, consolidate, modify, or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or

remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lenders' obligations and agreements hereunder. Notwithstanding the foregoing or any contrary provision of this Agreement, except as set forth otherwise in the Senior Loan Documents, Senior Lender agrees that it will not, without each Junior Lender's prior written consent: (i) reduce the term of the Senior Loan or shorten the maturity date of the Senior Indebtedness, (ii) increase the principal amount of the Senior Note or the Senior Indebtedness other than increases pursuant to protective advances made by Senior Lender, or (iii) increase the interest rate payable under the Senior Note or the Senior Loan Documents.

4. **Junior Loans Secured on a *Pari Passu* Basis.** The City Loan, City Note and City Indebtedness shall be secured on a *pari passu*, or "equal footing" basis with the County Loan, the County Note and the County Indebtedness; except, however, the Junior Indebtedness shall be paid as follows after the Senior Indebtedness: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness. Notwithstanding the date, time, order of the grant, attachment or perfection of the City Security Instrument, or any other lien securing the City Loan and the City Indebtedness, and the date, time, order of the grant, attachment or perfection of the County Security Instrument, or any other lien securing the County Loan and the County Indebtedness, City and County hereby covenant and agree on behalf of themselves and their respective successors and permitted assigns that the City Security Instruments and all other liens securing the City Loans and City Indebtedness and the County Security Instruments and all other liens securing the County Loans and County Indebtedness shall be of equal priority; except, however, the Junior Indebtedness shall be paid as follows after the Senior Indebtedness: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness. Accordingly, all rights and claims of the City under the City Security Instrument and the City Loan Documents and of the County under the County Security Instrument and the County Loan Documents in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto shall be of equal priority after the Senior Lender, and the Junior Lenders shall be paid as follows: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing

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development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness.

5. Junior Lender Agreements.

(a) Without the prior written consent of Senior Lender and the other Junior Lender in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed, neither Junior Lender shall (i) amend, modify, extend, renew or replace any provision of any of their respective Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness not otherwise allowed under the Junior Loan Documents; or (v) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, neither Junior Lender shall collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.

(b) Each Junior Lender hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Bankruptcy Proceeding), purchase either or both of the Junior Loans at par (and without liability for any prepayment premiums or liquidated damages set forth in the Junior Loan Documents). Such transfer and assignment of either or both of the Junior Loans shall be without representation or recourse, except that each Junior Lender shall represent that it is the sole holder of its respective Junior Loan, that it has authority to assign and convey its respective Junior Loan Documents, that, to the best of its knowledge, there are no defaults or breaches under its respective Junior Loan Documents, and as to the total amount then outstanding under its respective Junior Loan. Upon such purchase of either or both of the Junior Loans, the respective Junior Regulatory Agreement shall remain as an encumbrance on the Property. Each Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default under its respective Junior Loan Documents, any Enforcement Action Notice or other material notice given by such Junior Lender under its respective Junior Loan Documents. Notwithstanding any contrary provision in the Junior Loan Documents, Senior Lender shall have the right, but shall not have any obligation, to cure any Junior Loan Default until ninety (90) days following Senior Lender's receipt of an Enforcement Action Notice given by Junior Lender as a consequence of the Junior Loan Default. Senior Lender shall not be subrogated to the rights of Junior Lender under the Junior Loan Documents by reason of Senior Lender having cured any Junior Loan Default. However, Junior Lender acknowledges that all amounts advanced or expended by Senior Lender to cure a Junior Loan Default shall be added to and become a part of the Senior Indebtedness pursuant to the terms of the Senior Security Instrument.

(c) Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, and Junior Lenders shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(d) Each Junior Lender agrees that, subject to any nonrecourse carve-outs set forth in its respective Junior Loan Documents, in any action commenced to enforce the obligation of Borrower to pay any portion of the Junior Indebtedness, the judgment shall not be enforceable personally against Borrower or Borrower's assets, and the recourse of each Junior Lender for the collection of its respective Junior Indebtedness shall be limited to actions against the Property and the rents, profits, issues, products, and income from the Property.

(e) Neither Junior Lender shall commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and neither Junior Lender shall initiate, nor be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before the Junior Lenders shall be entitled to receive and retain any payment or distribution with regard to their respective Junior Loans, which payment or distribution shall be made as follows: (i) to the County an amount of money in cash that is equal to the amount of money that the City has actually received from the Borrower in building permit and other fees required by the City in connection with the Borrower's affordable housing development on the Property, up to and not exceeding ninety thousand dollars (\$90,000); and thereafter (ii) the City and County shall receive all remaining payments and distributions in cash in *pari passu*, fifty percent (50%) to the County and fifty percent (50%) to the City, up to the amount of the outstanding County Indebtedness, and (iii) the balance to the City up to the amount of the outstanding City Indebtedness. Each Junior Lender agrees that the subordination of its respective Junior Loan and Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim. In addition, each Junior Lender hereby covenants and agrees that, in connection with a Bankruptcy Proceeding involving Borrower, neither Junior Lender nor any of their respective affiliates shall (i) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or *pari passu* with the liens and interests held by Senior Lender pursuant to the Senior Loan Documents, (ii) not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan, and (iii) not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.

(f) Subject to Section 2(h) above, each Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Each Junior Lender acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and each Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by either Junior Lender. Subject in each case to the requirements for each Junior Lender's written consent as set forth in Section 2(h) above, at any time or from time to time and any number of times, without notice to either Junior Lender and without affecting the liability of the Junior Lenders: (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be extended, consolidated, modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instruments and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender's acquisition of title; except, however, the Junior Regulatory Agreements shall remain in full force and effect after such foreclosure.

(g) Each Junior Lender acknowledges that it entered into the transactions contemplated by its respective Junior Loan Documents and made its respective Junior Loan to Borrower without reliance upon any information or advice from Senior Lender. Each Junior Lender made its own underwriting analysis in connection with its respective Junior Loan, its own credit review of Borrower, and investigated all matters pertinent, in each Junior Lender's judgment, to its determination to make its respective Junior Loan to

Borrower. Each Junior Lender acknowledges that it was represented by competent counsel in connection with this Agreement.

(h) Each Junior Lender hereby agrees that the proceeds of its respective Junior Loan will be disbursed to Borrower in accordance with the terms and conditions of the respective Junior Loan Documents and the Disbursement Schedule for Senior Loan and Junior Loans, attached hereto as Exhibit D. Each Junior Lender hereby represents and warrants the following, but only with regard to its Junior Loan: (i) each Junior Lender is now the owner and holder of its respective Junior Loan Documents; (ii) its respective Junior Loan Documents are now in full force and effect; (iii) its respective Junior Loan Documents have not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under its respective Junior Loan Documents has occurred; (v) no scheduled monthly payments under its respective Junior Loan Documents have been or will be prepaid except with the prior written consent of Senior Lender; (vi) none of the rights of the Junior Lender under any of its respective Junior Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise; and (viii) there are no other Junior Loan Documents other than those listed on Exhibit B or C hereto, as to its respective Junior Loan. Borrower further represents and warrants that it has provided to Senior Lender a true, complete, and correct copy of all the Junior Loan Documents.

(i) Each Junior Lender hereby agrees that notwithstanding anything to the contrary in its respective Junior Loan Documents, for so long as the Senior Loan is outstanding, the maturity date of its respective Junior Note shall occur no earlier than one (1) month after the maturity date of the Senior Note.

6. Standstill Agreement; Right to Cure Senior Loan Default.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, neither Junior Lender shall without giving at least sixty (60) days' notice to Senior Lender and the other Junior Lender, take any Enforcement Action including, without limitation: (i) accelerate its respective Junior Loan, (ii) exercise any of its respective Junior Lender's remedies under its respective Junior Security Instrument or any of its other respective Junior Loan Documents (including, without limitation, the commencement of any judicial or non-judicial action of proceeding): (a) to enforce any obligation of Borrower under any of its respective Junior Loan Documents, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to foreclose the lien(s) created by its respective Junior Security Instrument), or (iii) file or join in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower, until the earlier of (A) the expiration of such 60-day period, or (B) Senior Lender's delivery of Senior Lender's written consent to such Enforcement Action to such Junior Lender. The limitation on remedies of each Junior Lender set forth in this Section shall not derogate or otherwise limit each Junior Lender's rights, following an event of default under its respective Junior Loan Documents to: (a) compute interest on all amounts due and payable under its respective Junior Loan at the default rate described in its respective Junior Loan Documents, (b)

compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under its respective Junior Loan and (d) seek specific performance to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions contained in its respective Junior Regulatory Agreement.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to each Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loans as set forth herein. Borrower covenants and agrees to forward to each Junior Lender, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default or notice of a Junior Loan Default Borrower receives from Senior Lender or a Junior Lender.

(c) Each Junior Lender shall have the right, but shall have no obligation, to cure any Senior Loan Default or any Junior Loan Default notice by the other Junior Lender; provided, if either Junior Lender shall elect to cure any such Default, it shall so notify Senior Lender and the other Junior Lender and shall commence and complete such curing within sixty (60) days from receipt of notice of a Senior Loan Default or Junior Loan Default, or such longer cure period as Borrower is permitted by the terms of the Senior Loan Documents or the Junior Loan Documents to cure such Senior Loan Default or such Junior Loan Default, as the case may be. Neither Junior Lender shall be subrogated to the rights of Senior Lender or the other Junior Lender under the Senior Loan Documents, or the Junior Loan Documents, as the case may be, by reason of such Junior Lender having cured any Senior Loan Default or other Junior Loan Default. However, Senior Lender and each Junior Lender acknowledge that, to the extent so provided in the curing Junior Lender's respective Junior Loan Documents, amounts advanced or expended by such Junior Lender to cure a Senior Loan Default or other Junior Lender Loan Default, may be added to and become a part of its respective Junior Indebtedness. The provisions of this Section are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of subordinate lenders, including, without limitation, those set forth in California Civil Code §§2924b and 2924c.

(d) Each Junior Lender agrees that, notwithstanding any contrary provision contained in its respective Junior Loan Documents, if a Senior Loan Default occurs under the Senior Loan Documents which in and of itself does not constitute a default under the respective Junior Loan Documents, if no other default has occurred under the respective Junior Loan Documents, and the Senior Loan Default is cured to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to Junior Lenders, any default under the respective Junior Loan Documents arising from such Senior Loan Default shall be deemed cured and the respective Junior Indebtedness shall be reinstated as if such Senior Loan Default had not occurred.

(e) Each Junior Lender acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of its respective Junior Security Instrument (including a conveyance or other transfer of title pursuant to the exercise of a power of sale contained in such Junior Security Instrument), or any deed or assignment in lieu of foreclosure or similar arrangement, shall be subject to the transfer provisions of the Senior Loan Documents; and the person (including each Junior Lender) who acquires title to the Property pursuant to the foreclosure proceeding (or pursuant to the exercise of a power of sale contained in such Junior Security Instrument) shall not be deemed to be automatically approved by Senior Lender.

7. **Insurance.** Each Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude either Junior Lender from requiring that it be named as a loss payee, as its *pari passu* interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

8. **Default.** Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

9. **Enforcement Costs.** Borrower shall reimburse Senior Lender and Junior Lenders for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lender and/or Junior Lenders in connection with enforcing this Agreement.

10. **Notices.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

To Junior Lenders:

City
City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574
Facsimile: _____

With a copy to:

City Attorney
City of St. Helena
1480 Main Street
St. Helena CA 94574
Facsimile: _____

County:
Napa County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559
Facsimile: _____

With copies to:

Deputy County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559
Facsimile: _____

Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559
Facsimile: _____

If to Senior Lender:

First Community Bank
Santa Rosa Main Office
438 First Street
Santa Rosa, CA 95401
Facsimile: _____

With a copy to:

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

11. **JURY TRIAL WAIVER.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER, JUNIOR LENDERS AND SENIOR LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

12. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which either Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by either Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) its respective Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

13. **Miscellaneous.**

(a) Each Junior Lender shall, within ten (10) business days following a request from Senior Lender and the other Junior Lender, provide Senior Lender and the requesting Junior Lender with a written statement setting forth the then current outstanding principal balance of its respective Junior Loan, the aggregate accrued and unpaid interest under its respective Junior Loan, and stating whether, to the knowledge of such Junior Lender, any default or event of default exists under its respective Junior Loan, and containing such other information with regard to its respective Junior Indebtedness as Senior Lender and/or the requesting Junior Lender may require. Upon notice from Senior Lender and/or a requesting Junior Lender, from time to time, each Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender, and/or such requesting Junior Lender, in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) This Agreement shall bind and inure to the benefit of all successors and assigns of each Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of either Junior Lender. Junior Lenders may only assign their respective rights and interests hereunder following the prior written consent of Senior Lender, which consent may be withheld or conditioned in its sole and absolute discretion.

(c) Senior Lender hereby consents to the Junior Loans and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by

Senior Lender of the terms of the Junior Loan Documents, with the exception of the Junior Regulatory Agreements. Each Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by either Junior Lender to the terms of the Senior Loan Documents.

(d) This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

(e) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(f) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(g) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(h) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(i) Borrower hereby acknowledges and consents to the execution of this Agreement, and agrees to be bound by the provisions hereof that are applicable to Borrower. Solely as between Senior Lender and Junior Lenders, all of the signatories below hereby agree that to the extent of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Senior Loan Documents and/or the Junior Loan Documents respectively, the terms and provisions of this Agreement shall govern and control. By executing this Agreement in the place provided below, Borrower hereby: (i) acknowledges the provisions hereof, (ii) agrees not to take any action inconsistent with Senior Lender's rights or Junior Lenders' rights under this Agreement, (iii) waives and relinquishes to the maximum extent permitted by law any and all rights, defenses and claims now existing or hereinafter accruing relating to Junior Lenders' forbearance from exercising any rights and remedies pursuant to Section 4 of this Agreement, including, without limitation, any defenses based on the statute of limitations or any equitable defenses, such as laches, and (iv) acknowledges and agrees that (A) this Agreement is entered into for the sole protection and benefit of Senior Lender and Junior

Lenders (and their respective successors, assigns and participants), and no other person (including Borrower) shall have any benefits, rights or remedies under or by reason of this Agreement, (B) nothing in this Agreement is intended, or shall be construed to, relieve or discharge the obligations or liabilities of any third party (including Borrower under the Senior Loan Documents and the Junior Loan Documents), (C) neither Borrower nor any of its affiliates shall be, or be deemed to be, beneficiaries of any of the provisions hereof or have any rights hereunder whatsoever, and (D) no provision of this Agreement is intended to, or shall be construed to, give any such third party (including Borrower) any right subrogating to the rights of, or action against, Senior Lender or either Junior Lender.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender and Junior Lenders as a joint venturer or partner of each other.

14. **Attached Exhibits.**

The following Exhibits are attached to this Agreement and are incorporated by reference herein as if more fully set forth in the text hereof:

Exhibit A – Legal Description

Exhibit B – City Loan Documents

Exhibit C – County Loan Documents

Exhibit D – Disbursement Schedule for Senior Loan and Junior Loans

The terms of this Agreement are modified and supplemented as set forth in said Exhibits. To the extent of any conflict or inconsistency between the terms of said Exhibits and the text of this Agreement, the terms of said Exhibits shall be controlling in all respects.

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDERS:

ATTEST: _____ By: _____ Gladys I. Coil, Clerk of the Board of Supervisors	COUNTY OF NAPA By: _____ Belia Ramos Chair, Napa County Board of Supervisors
APPROVED AS TO FORM: County Counsel By: _____ Silva Darbinian, Deputy County Counsel	
ATTEST: By: _____ Cindy Block, City Clerk	CITY OF ST. HELENA By: _____, _____ Title: _____
APPROVED AS TO FORM: By: _____ Thomas B. Brown, City Attorney	

SENIOR LENDER:

FIRST COMMUNITY BANK

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE 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, _____ (here 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)

CALIFORNIA ALL-PURPOSE 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, _____ (here 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.

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Signature _____ (Seal)

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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(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.

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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(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)

EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

EXHIBIT B

CITY LOAN DOCUMENTS

1. Affordable Housing Loan Agreement, by and between the City of St. Helena, a California municipal corporation (the “**City**”), and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (the “**Borrower**”), dated as of _____, 2017.
2. Secured Promissory Note, executed and delivered by Borrower, dated as of _____ 2017.
3. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by Borrower for the benefit of City, dated as of _____, 2017.
4. Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, by and between the City and the Borrower, dated as of _____, 2017.

EXHIBIT C

COUNTY LOAN DOCUMENTS

1. Affordable Housing Loan Agreement, by and between the County of Napa, a political subdivision of the state of California (the “**County**”), and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (the “**Borrower**”), dated as of _____, 2017.
2. Promissory Note (Secured by Deed of Trust), executed and delivered by Borrower, dated as of _____, 2017.
3. Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, executed by Borrower for the benefit of the County, dated as of _____, 2017.
4. Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, by and between the County and the Borrower, dated as of _____, 2017.

EXHIBIT D

DISBURSEMENT SCHEDULE FOR SENIOR LOAN AND JUNIOR LOANS

Relocation and Temporary Housing Plan
for the Displacement of One (1) Family
1105 Pope St., St. Helena, California

Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“CAH”) has entered into contracts with HybridCore Homes and Helmer & Sons, Inc. to provide for eight (8) affordable apartment units, with covered carport, including the demolition of existing the structure, site work, underground utilities and retaining wall (the “Project”), all located at 1105 Pope St, St. Helena, CA 94574 (the “Property”). The Project is being funded by a loan in the amount of \$1.4 million from First Community Bank, a loan from Napa County in the amount of \$650,000, and a loan in the amount of \$700,000 (which includes a contingency amount of \$60,000) from the City of St. Helena. CAH submits this Relocation and Temporary Housing Plan (“Relocation Plan”) for the displacement of one (1) family during the demotion and construction of the Project, in accordance with 25 CCR §6038, which sets forth the following items to include in a Relocation Plan (the numbers below correspond to the numbered items in 25 CCR §6038):

1. Drawings and diagrams of the Project are attached to this Relocation Plan.
2. Projected period of displacement is less than twelve (12) months; the actual projected time to complete the demolition and to construct the Project is (4) months.
3. Larry Turley purchased the Property in August 2012, and took the following actions to assess the relocation needs of the one (1) family on the Property (two adults and 2 children) (the “Tenant”) that needs to be relocated and temporarily housed elsewhere pending completion of the Project, and CAH intends to, and has met, the Tenant’s needs as set forth below:
 - The 2012 sale conditions permitted the Tenant to remain with the same rental rate (\$1,000 a month). The Tenant did not have a deposit on file and no new deposit was required.
 - The 2012 sale provisions also included the buyer’s commitment to replace the existing improvements with a properly zoned affordable housing unit with occupancy opportunity for the Tenant, and the seven former tenants who vacated the Property on or about November 2011.
 - CAH has operated and maintained the Property since 2013. Following inspection of building, CAH took immediate action to repair/replace the central plumbing of building and gave instructions to the Tenant regarding how to contact CAH regarding any building repair needs.
 - CAH met with the Tenant to review CAH’s plans for demolition/rebuilding, to determine Tenant’s interest in continued occupancy, to review the proposed architectural plans and potential timeline for the Project. CAH also informed Tenant that CAH would provide temporary housing during the construction of the Project, without additional expense to tenant. CAH’s meeting with Tenant was conducted with a Spanish speaking interpreter.

- Between 2013-2017 CAH kept the Tenant apprised of construction progress on an on-going basis, with a Spanish speaking interpreter present in person or on the phone.
 - January 10, 2017 CAH (Larry Kromann and Shellie Sakai) met with the Tenant and two representatives (one Spanish speaker) from Napa Fair Housing. Fair Housing presented the timeline of the Project, asked about the Tenant's interest in continued occupancy, discussed the options currently available for temporary housing and the Tenant's housing needs, temporary housing location preferences, the Tenant's rights regarding the temporary move, and answered questions from the Tenant.
 - Following the January 10 meeting, CAH researched all of the Tenant's suggestions for temporary housing, met with Tenant at a potential housing site, and made inquiries on the Tenant's behalf to the local school district regarding policies on students temporarily residing outside of school district boundaries.
 - Following a visit by CAH and the Tenant to a two (2) bedroom house in Angwin, CA, the Tenant agreed to this temporary housing option and the plan and dates for moving. The Tenant signed a lease agreement with CAH for the temporary housing that includes the rent at the \$1,000 a month with an anticipated timeframe of 4 months.
 - CAH offered to assist the Tenant with the moving and expenses, but the Tenant declined the offer, stating they preferred to move themselves without any compensation. CAH will reimburse the Tenant for its moving to the temporary house and back again when the Project is completed.
 - The temporary house is located in a forest area eight (8) miles from St. Helena. There is plenty of parking and storage space, and provision for vegetable gardening. CAH The house has been renovated with new interior paint. And the two children can continue attendance at their current school.
 - CAH has contracted a lump sum payment (\$8,000) for use of the temporary housing that includes payment for a portion of the house renovation. Housing options in the upper Napa Valley are very limited and this was the only option CAH could locate. The Tenant is pleased with the rural surroundings as well as the condition of the house.
 - On April 1, 2017, the Tenant vacated the Property and moved to the temporary house in Angwin, California.
4. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. CAH searched the available housing in Napa County in order to locate the temporary housing for the Tenant. A formal "survey" of relocation housing resources is not necessary.
 5. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. CAH searched the available housing in Napa County in order to locate the temporary housing for the Tenant. A "relocation advisory services program" is not necessary; although CAH and the Tenant had the assistance of Napa Fair Housing.
 6. Relocation payments in the form of rent subsidies and moving expenses will be paid as described in #3 above.

7. The cost to carry out the Relocation Plan is CAH's payment of rent subsidies and moving expenses will be paid as described in #3 above.
8. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. "Last Resort Housing" does not apply under these circumstances.
9. As stated in #3 above, CAH interviewed the one (1) Tenant to be displaced, determined their temporary housing needs, maintained personal contact with the Tenant and located satisfactory temporary housing for the Tenant.
10. The temporary relocation plans are described in #3 above.
11. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. "Relocation office operation procedures" do not apply under these circumstances.
12. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. "Citizen participation" does not apply under these circumstances.
13. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. CAH searched the available housing in Napa County in order to locate the temporary housing for the Tenant. A formal "survey" of relocation housing resources is not necessary, nor is an "enumeration of the coordination activities undertaken" necessary under these circumstances.
14. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. No "relocation committee" was formed or necessary.
15. As stated in #3 above, the one (1) Tenant that has been temporarily relocated has, with CAH's assistance, found a temporary house that meets their needs. No public entity resources were necessary or required under these circumstances.

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

Date: _____

INDEMNITY AGREEMENT (Turley Flats)

This Indemnity Agreement ("Agreement") is made as of June ____, 2017 by and between the County of Napa, a political subdivision of the state of California ("County") and the City of St. Helena, a municipal corporation ("City"), with reference to the following:

RECITALS

A. Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (the "Developer") owns certain real property located at 1105 Pope Street in the City of St. Helena, County of Napa (the "Property"). The Developer intends to construct an eight (8) unit development on the property (the "Development") all of which dwelling units will be affordable to low income households earning not more than eighty percent (80%) of area medium income.

B. The County by Resolution No. 2017-60 (the "County Resolution") has awarded Six Hundred Fifty Thousand Dollars (\$650,000) to the Development from the County's Affordable Housing Fund (the "County Loan"), and the City by Resolution No. [REDACTED] has awarded Seven Hundred Thousand Dollars (\$700,000) to the Development from its affordable housing fund. Without the County Loan, the Development could not be constructed.

C. In or about November 2011 residences located on the Property were vacated due to certain code violations. In or about December 2011 the Property was purchased by a third party with one household continuing to occupy the Property. In July 2012 the Property was transferred to the Developer with the intent that the existing improvements be demolished and replaced with a new 8-unit affordable housing development and that the former tenants would have the highest priority to return to the Development when completed. One household was not ordered to vacate in 2011. The City is informed that the residents of the household continued to occupy the Property until April 1, 2017, when they relocated to another location pending the completion of the Development. County is informed that all units on the Property were vacant when the Board of Supervisors of the County approved Resolution No. 2017-60 on April 4, 2017. The County has no jurisdiction over the occupancy of the Property nor any independent knowledge of its occupancy.

D. The City has been working with the Developer since the Developer's acquisition of the Property to identify funding for the Development.

E. Local, state, and federal temporary and permanent relocation statutes and regulations (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) may be applicable to the Development with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits (the "Relocation Requirements").

F. As a condition to the County making the County Loan, the County Resolution requires the parties to enter into this Agreement whereby the City will indemnify the County regarding any Relocation Requirements applicable to the Property or the Development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Indemnification by the City. The City shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County and its Board members, its agents, officers, attorneys, consultants (whether professional, legal, technical, or other), independent contractors, employees, successors, and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part from the failure or alleged failure of any person or entity to satisfy the Relocation Requirements related to the acquisition of the Property and development of the Development, including, but not limited to: (i) acts or omissions arising from the Relocation Requirements and related to the Property or the Development on or before the date the Property was acquired by the Developer and after the date the Property was acquired by the Developer, (ii) any claim, demand or cause of action arising from the Relocation Requirements that any person or entity has, threatens, or asserts against the County including but not limited to claims for payment of any relocation benefits to any displaced persons, and (iii) any lien or claim placed upon the Property or any part thereof arising from the Relocation Requirements (collectively a "Relocation Challenge").

2. Relocation Challenge.

- a. The County shall promptly notify the City of any Relocation Challenge.
- b. No settlement of any Relocation Challenge shall be binding on the County unless the County approves the settlement in writing. No settlement of any Relocation Challenge shall be binding on the City unless the City approves the settlement in writing.
- c. Nothing in this Agreement shall be construed in a manner that requires the County to exercise its discretion in a particular manner.

3. Due Authorization. The City represents and warrants that: (i) all actions necessary to authorize the execution of this Agreement and to undertake the actions contemplated hereby have been undertaken, (ii) the person(s) executing this agreement on behalf

of the City has been duly authorized to do so; and (iii) upon execution, this Agreement shall be valid and enforceable against it.

4. Waiver. The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by that party.

5. Incorporation of Recitals. The Recitals are incorporated into and made a part of this Agreement.

6. Modification in Writing. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

7. Notices. Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

City of St. Helena

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

With a copy to:

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

County of Napa:

Napa County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

With copies to:

Deputy County Executive Officer

County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

8. Entire Agreement. Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. No representation, warranty, covenant, promise, understanding or condition shall be enforceable against any party unless it is contained in this Agreement.

9. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

10. Interpretation and Applicable Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of California without regard to the choice of law provisions thereof.

11. Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

12. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

[signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first above written.

ATTEST: _____ By: _____ Gladys I. Coil, Clerk of the Board of Supervisors Date: _____	COUNTY OF NAPA By: _____ Belia Ramos Chair, Napa County Board of Supervisors Date: _____
APPROVED AS TO FORM: County Counsel By: _____ Silva Darbinian, Deputy County Counsel Date: _____	
ATTEST: By: _____ Cindy Block, City Clerk Date: _____	CITY OF ST. HELENA By: _____, _____ Title: _____ Date: _____
APPROVED AS TO FORM: By: _____ Thomas B. Brown, City Attorney Date: _____	

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

THE CITY OF ST. HELENA

and

CALISTOGA AFFORDABLE HOUSING, INC.

(Turley Flats)

_____, 2017

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2017 (“**Effective Date**”) by and between the City of St. Helena, a municipal corporation (“**City**”) and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Developer**”). The City and the Developer are collectively referred to herein as the “Parties.”

RECITALS

A. Developer owns the real property located at 1105 Pope Street in the City of St. Helena, California, known as Napa County Assessor’s Parcel No. 009-090-003 and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Developer intends to demolish the existing improvements on the Property and develop, own and operate an affordable housing development on the Property consisting of eight (8) apartments and related improvements (the “**Project**”).

C. Upon satisfaction of the conditions precedent set forth in this Agreement and subject to the terms and conditions set forth herein, the City has agreed to provide a loan to Developer to assist in financing the Project.

D. Concurrently with the execution of this Agreement, among other documents, Developer will execute, and deliver to City, and as applicable, cause to be recorded in the Official Records: a secured promissory note to evidence Developer’s obligation to repay the loan City will provide for the Project, a deed of trust that will provide City with a security interest in the Project and the Property, and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants that will require Project rents to be affordable to low-income households for a term of not less than fifty-five (55) years.

E. A material inducement to City to enter into this Agreement is the agreement by Developer to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to take such actions and complete such work in accordance with such provisions and within such time periods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS; EXHIBITS

1.1 Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

“Affordable Rent” is defined in the Regulatory Agreement.

“Applicable Laws” is defined in Section 5.15.

“Area Median Income” is defined in the Regulatory Agreement.

“Certificate of Completion” is defined in Section 5.12.

“City’s Authorized Representative” means the City Manager of the City of St. Helena or the Planning and Community Improvement Director of the City of St. Helena.

“City” means the City of St. Helena, a municipal corporation.

“City Council” means the City Council of the City of St. Helena.

“City Documents” means collectively, this Agreement, the Note, the Deed of Trust, and the Regulatory Agreement.

“City’s Permitted Exceptions” is defined in Section 3.4.

“Claims” is defined in Section 5.14.

“Closing Date” or **“Close of Escrow”** shall be the date that escrow closes for the Loan..

“Conditions of Approval” is defined in Section 5.4.

“Construction Plans” is defined in Section 5.6.

“Deed of Trust” is defined in Section 3.4.

“Eligible Households” is defined in the Regulatory Agreement.

“Environmental Laws” is defined in Section 7.6.2.

“Escrow Agent” is defined in Section 3.1.

“Financing Plan” is defined in Section 2.4.

“Force Majeure” is defined in Section 12.2.

“Hazardous Material” is defined in Section 7.6.1.

“Improvements” is defined in Section 2.3.

“Indemnities” is defined in Section 5.14.

“Lender’s Title Policy” is defined in Section 3.4.

“**Loan**” is defined in Section 4.1.

“**Loan Proceeds**” is defined in Section 4.1.

“**Note**” is defined in Section 3.4.

“**Official Records**” means the Official Records of Napa County.

“**Project**” is defined in Recital B.

“**Property**” is defined in Recital A.

“**Regulatory Agreement**” is defined in Section 3.4.

“**Title Company**” is defined in Section 3.1.

“**Transfer**” is defined in Section 8.2.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

- A Legal Description of the Property
- B Form of Promissory Note
- C Form of Deed of Trust
- D Form of Regulatory Agreement
- E Financing Plan
- F Form of Certificate of Completion

ARTICLE II

REPRESENTATIONS; PROJECT SCOPE; FINANCING PLAN

2.1 Developer’s Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer’s representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Organization. Developer is a nonprofit public benefit corporation, duly organized and in good standing under the laws of the State of California and tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by

Developer, or to be executed and delivered by Developer pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer, pursuant to or in connection with to this Agreement, have been executed and delivered, or will be executed and delivered, by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer, pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered by Developer or will be executed and delivered by Developer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments executed and delivered by Developer, or to be executed or delivered by Developer, pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Pending Proceedings. Developer is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Developer's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency. Developer is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Developer's assets has been made..

2.2 Intentionally omitted

2.3 Project Scope. The Project will include the demolition of the existing improvements and the construction of a multi-family residential development consisting of: eight (8) apartments and related improvements; all of the foregoing are collectively hereinafter referred to as the "**Improvements.**"

2.4 Financing Plan. Developer shall submit to City for City's review and approval, Developer's plan for construction and permanent financing the Project (the "**Financing Plan**"). The Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of the Project, including without limitation acquisition costs and hard and soft construction costs, and shall be accompanied by evidence that all such funds have been firmly committed by Developer, equity investors or lending institutions, subject only to commercially reasonable conditions. The Financing Plan shall include development and operating pro formas which set out in detail Developer's plan for financing the costs of acquisition, construction and operation of the Project. Developer's submittal and City's approval of the Financing Plan are conditions to City's obligation to fund the Loan.

2.5 Review and Modifications. City staff shall promptly review the proposed Financing Plan, and acting through the City's Authorized Representative, the City shall approve such plan in writing within fifteen (15) business days following receipt provided that the plan conforms to the requirements of this Section. If the City does not approve the Financing Plan, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. If the City does not approve or provide written objections to Developer within such fifteen (15) business day period, the Financing Plan shall be deemed rejected. Developer shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval, and the City shall grant Developer a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Financing Plan, subject to the outside time limit for completion set forth in Section 5.1 below. When approved, the Financing Plan will be attached to this Agreement as Exhibit E. Proposed modifications to the Financing Plan shall be submitted to the City for review and approval. City staff shall promptly review such proposed modifications, and acting through City's Authorized Representative, the City shall approve such modifications in writing within fifteen (15) business days following receipt provided that the modifications conform to the requirements of this Agreement. If the City does not approve proposed modifications, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. Developer shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval. If the City does not approve or provide written objections to Developer within such fifteen (15) business day period, the proposed modifications shall be deemed rejected.

ARTICLE III

ESCROW AND CLOSING

3.1 Escrow. City and Developer shall open escrow at the office of First American Title Company located in St. Helena, California, or such other title company as the Parties may agree upon ("**Title Company**" or "**Escrow Agent**") in order to consummate the closing of escrow for the transactions contemplated hereby.

3.2 Costs of Closing and Escrow. Developer shall pay all title insurance premiums for policies Developer elects to purchase in connection with the acquisition of the Property and the financing of the Project. Developer shall pay, or cause to be paid, all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the acquisition of the Property and the financing of the Project. Developer shall pay for the cost of any lender's policy of title

insurance that City elects to acquire in connection with the transactions contemplated hereby. City and Developer shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Developer may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by City and Developer, shall serve as escrow instructions for the Closing.

3.3 Closing. The Closing Date shall be a date that is mutually acceptable to the Parties. Prior to the Close of Escrow, Developer shall deposit into escrow the City Documents to which Developer is a party, executed and acknowledged as applicable, and Developer's share of closing costs. Provided that all conditions precedent to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party, and shall deposit into escrow Loan Proceeds in the agreed-upon amount as set forth in a settlement statement approved by City's Authorized Representative. On the Closing Date the Escrow Agent shall cause the Deed of Trust and the Regulatory Agreement to be recorded in the Official Records.

3.4 City's Conditions to Closing. City's obligation to fund the Loan and disburse the Loan Proceeds is conditioned upon the satisfaction of all of all of the requirements set forth in each subsection of this Section 3.4 unless any such condition is waived in writing by City acting in the discretion of City's Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute a material breach or default under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

(b) Representations. All representations and warranties of Developer contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing. Developer shall have delivered to City each of the following: (a) a certified resolution indicating that Developer's governing board has authorized the transactions contemplated by this Agreement and that the persons executing the City Documents on behalf of Developer have been duly authorized to do so; (b) certified copies of Developer's bylaws and articles of incorporation certified by the Secretary of State/an officer of Developer, as applicable; (c) verification of Developer's tax-exempt status; and (d) a certificate of good standing, certified by the Secretary of State, indicating that Developer is properly organized and authorized to do business in the State of California.

(d) Subordination and Intercreditor Agreement. Developer, City and each party providing construction financing for the Project, including without limitation, Developer's conventional construction lender and any public agency providing financing, shall have executed and deposited into escrow for recordation, an intercreditor/subordination agreement that addresses, *inter alia* (i) the lien priority of each lender's deed of trust and regulatory agreement (if applicable), (ii) procedures for coordinated construction inspection and disbursement of loan

proceeds, including timing for disbursement of the proceeds of each loan, (iii) the respective rights of each lender to receive Project surplus cash toward loan repayment, (iv) treatment of proceeds of insurance in the event of casualty loss, (v) notice of default and cure rights, and (vi) restrictions upon modification of loan documents without consent of the other lenders.

(e) Execution, Delivery and Recordation of Documents. Developer shall have executed, acknowledged as applicable, and delivered to City this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation a promissory note substantially in the form attached hereto as Exhibit B (the “**Note**”), a deed of trust substantially in the form attached hereto as Exhibit C (the “**Deed of Trust**”), and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants substantially in the form attached hereto as Exhibit D (the “**Regulatory Agreement**”). Concurrently with the Closing, the Deed of Trust and the Regulatory Agreement shall be recorded in the Official Records.

(f) Mechanics’ Liens. Developer’s delivery to City of evidence reasonably satisfactory to City that there are no mechanics’ liens or stop notices related to the Property or the Project, and Developer’s provision to City of full waivers or releases of lien claims if required by City.

(g) Lender’s Title Policy. The Title Company shall, upon payment of the premium therefor, be committed to issue an ALTA Lender’s Policy of Title Insurance for the benefit and protection of City (“**Lender’s Title Policy**”) in the amount of the Loan, insuring that the lien of the Deed of Trust and the Regulatory Agreement are subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may reasonably approve in writing (collectively, “**City’s Permitted Exceptions**”), showing title to the Property vested in Developer, and containing such endorsements as City may reasonably require, with the cost of such Lender’s Title Policy to be paid by Developer.

(h) Insurance; Payment and Performance Bonds. Developer shall have provided evidence satisfactory to City that Developer has obtained insurance coverage meeting the requirements set forth in Article XI, and shall have provided to City copies of payment bonds and performance bonds pursuant to Section 5.18.

(i) Financing Plan. City shall have approved the Financing Plan, including without limitation, the construction and operating budgets for the Project.

(j) Evidence of Availability of Funds; Closing for Construction Financing. Prior to the Closing Date, Developer shall submit to the City copies of all loan documents for the financing sources identified in the approved Financing Plan, together with evidence reasonably satisfactory to City that (i) all conditions to the release and expenditure of the initial draw of funds from each source described in the approved Financing Plan as a source of construction financing for the Project have been met and that such funds will be available, and (ii) all construction financing (including draws subsequent to the initial draw of funds) will be available upon the satisfaction of the conditions set forth in the construction loan documents. Developer shall have provided to City copies of all documents related to development and financing of the Project, including without limitation, copies of all loan and grant documents.

The Parties intend that closing for the Loan will occur concurrently with closing for the Project construction loan to be provided by Developer's conventional lender and with closing for all other debt financing or grants to be provided for the Project by other parties. Unless and to the extent expressly waived in writing by City acting in the discretion of City's Authorized Representative, it shall be a condition to closing for the Loan, and City shall have no obligation to fund the Loan, until closing has occurred for all other Project construction financing.

(k) Permits and Approvals; Cooperation. Developer shall have obtained all entitlements, permits, licenses and approvals required for the construction and operation of the Project, including without limitation, building permits and use permits or shall provide evidence satisfactory to City that receipt of such permits and approvals is subject only to such conditions as City may reasonably approve.

(l) Payment of Fees. Developer shall have paid when due all fees and charges payable in connection with the processing of all applicable City permits and approvals. Notwithstanding the foregoing (i) Loan Proceeds may be used to pay City fees for the Project in such amounts as approved by the City's Authorized Representative, and (ii) the Parties acknowledge that to the extent that any City fees are not payable until issuance of certificates of occupancy for the Project, the City will retain Loan Proceeds in the amount of such fees.

(m) Construction Plans, Budget and Schedule. City shall have approved the construction budget and schedule for the Project, the Construction Plans and specifications for the Project, and the construction contracts. Developer shall have delivered to City executed copies of the approved construction contracts, each in the not-to-exceed amounts specified in the Financing Plan.

(n) Relocation Plan. Developer shall have submitted, and City shall have approved, a plan for relocation of existing occupants of the Property in accordance with Section 6.3.

(o) Settlement Statement. City shall have received a settlement statement showing closing costs, and all other amounts paid through escrow.

(p) Requisition. Developer shall have submitted to City a written requisition for disbursement of funds specifying the amount and use of the requested funds, accompanied by copies of third-party invoices, evidence of Developer's payment for services rendered in connection with the work, and such other documentation as City may reasonably require.

3.5 Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to the satisfaction or Developer's waiver of the following conditions:

(a) No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects;

(b) Execution of Documents. City shall have executed and acknowledged the the Regulatory Agreement, and all other City Documents to which the City is a party, and shall have delivered such documents into escrow; and

(c) Owner's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue an Owner's Title Insurance Policy for the benefit and protection of Developer ("**Owner's Title Policy**") showing title to the Property vested in Developer, subject only to Developer's Permitted Exceptions and containing such endorsements as Developer may reasonably require, with the cost of such Owner's Title Policy to be paid by Developer.

ARTICLE IV

CITY FINANCIAL ASSISTANCE

4.1 Loan and Note. In order to increase the affordability of the Project, City agrees to provide a construction/permanent loan (the "**Loan**") to Developer in the principal amount of up to Seven Hundred Thousand Dollars (\$700,000), upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Closing Date and executed by Developer substantially in the form attached hereto as Exhibit B. Provided that Developer has complied with all conditions precedent to disbursement of the Loan set forth in Sections 3.4, the proceeds of the Loan ("**Loan Proceeds**") shall be disbursed pursuant to approved draw requests as described in Section 3.4 (p) or, if applicable, a settlement statement provided by the Escrow Agent and approved in writing by City.

4.2 Interest Rate; Payment Dates; Cost Savings; Maturity Date. The principal balance of the Note outstanding from time to time will bear interest at a rate equal to three percent (3%) simple annual interest commencing upon the date of disbursement. Annual payments shall be due and payable on a residual receipts basis in accordance with the formula set forth in the Note commencing upon City's issuance of a final certificate of occupancy or equivalent for the Project. The entire outstanding principal balance of the Loan together with accrued interest and all other sums due under the City Documents shall be payable in full on the date which is the thirtieth (30th) anniversary of the date of the Note (the "**Maturity Date**").

Notwithstanding the foregoing, the City shall have the right to accelerate the Maturity Date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.3 Security. As security for repayment of the Note, Developer shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against the Property and the Improvements. The Deed of Trust shall be dated as of the Closing Date, shall be substantially in the form attached hereto as Exhibit C, and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to such liens and encumbrances consistent with the approved Financing Plan as City shall approve in writing.

4.4 Prepayment; Acceleration.

(a) Prepayment. Developer shall have the right to prepay the Loan at any time and from time to time, without penalty or premium, provided that any prepayment of

principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Developer's obligations under the Regulatory Agreement which shall survive for the full term of the Regulatory Agreement.

(b) Due On Transfer, Encumbrance, or Refinancing. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer absent the prior written consent of City of all or any part of or interest in the Property or the Project (including without limitation, upon the refinancing of permanent financing for the Project) except as otherwise permitted pursuant to this Agreement.

(c) Default. The City shall have the right to accelerate the Maturity Date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.5 Disbursement and Use of Loan Proceeds. The Parties agree that City shall disburse the Loan Proceeds only for the purpose of funding Project development costs, including City impact fees and building permit review and processing fees. City will retain Sixty Thousand Dollars (\$60,000) of Loan Proceeds to serve as a contingency fund that will be disbursed only if necessary to cover Project cost overruns or unforeseen Project expenses as reasonably approved by City's Authorized Representative.

4.6 Intentionally omitted.

4.7 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the Loan Proceeds following:

- (i) the failure of any of Developer's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects;
- (ii) the termination of this Agreement by mutual agreement of the Parties;
- (iii) the occurrence of an Event of Developer Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Developer Default under any City Document.

ARTICLE V

DEVELOPMENT OF THE PROPERTY

5.1 Development Schedule. Subject to Force Majeure, Developer shall commence construction of the Project by not later than July 1, 2017, and shall diligently prosecute to completion the construction of the Improvements to enable City to issue a final certificate of occupancy within twelve (12) months following commencement of construction, with construction targeted to be completed by not later than July 1, 2018. Developer shall use diligent

and commercially reasonable efforts to perform Developer's obligations under this Agreement within the times periods set forth herein, and if no such time is provided, within a reasonable time, designed to permit issuance of a final certificate of occupancy by the date specified in this Section 5.1. Subject to Force Majeure and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 5.1 shall be an Event of Developer Default hereunder.

5.2 Cost of Acquisition and Construction. Except as expressly set forth herein, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property, including without limitation appraisal fees, title reports and any environmental assessments Developer elects to undertake. Except as expressly set forth herein, all costs of designing, developing and constructing the Project and compliance with the Conditions of Approval, including without limitation all off-site and on-site improvements required by City in connection therewith, shall be borne solely by Developer and shall not be an obligation of the City.

5.3 Project Approvals. Developer acknowledges that execution of this Agreement by City does not constitute City approval for the purpose of the issuance of building permits, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the construction of the Project and development of the Property, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the development of the Property (if any) and the approval of the Project in compliance with CEQA and if applicable, NEPA), nor does it limit in any manner the discretion of the City or any other agency in the approval process. Developer shall pay when due all customary and reasonable fees and charges in connection with the processing of all applicable permits and approvals. Developer shall not commence construction work on the Project prior to issuance of building permits required for such work. City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the development and operation of the Project as contemplated by this Agreement.

5.4 Design Review; Conditions of Approval. Developer shall submit a Project site plan and design documents, including elevations and schematic drawings to City for review and approval. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the approved site plan and design documents and the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

5.5 Fees. Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Project.

5.6 Construction Plans. Developer shall submit to City's Building Department detailed construction plans for the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Developer and Developer's contractors shall rely in developing the Property and constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City.

5.7 Construction Pursuant to Plans. Developer shall develop each component of the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

5.8 Change in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any approvals issued by City after the Effective Date. Unless a proposed change is approved by City within thirty (30) days, it shall be deemed rejected. If rejected, the previously approved Construction Plans shall continue to remain in full force and effect. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the architecture, design, function, use, or amenities of the Project as shown on the latest approved Construction Plans. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

5.9 Rights of Access. For the purpose of ensuring that the construction of the Project is completed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Property following 24 hours written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided).

5.10 City Disclaimer. Developer acknowledges that the City is under no obligation, and the City neither undertakes nor assumes any responsibility or duty to Developer or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Project. Developer and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Project or otherwise.

5.11 Defects in Plans. The City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

5.12 Certificate of Completion for Project. Promptly after completion of construction of the Project, City's issuance of a final Certificate of Occupancy or equivalent for the Project, and the written request of Developer, the City will provide a certificate substantially in the form attached hereto as Exhibit F ("**Certificate of Completion**") provided that at the time such certificate is requested all applicable work has been completed. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the construction of the Project and development of the Property. At Developer's option the Certificate of Completion shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement.

5.13 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.14 Prevailing Wage Requirements. If required by applicable federal and state law, Developer and its contractors, subcontractors and agents shall comply with California Labor

Code Section 1720 *et seq.* and the regulations adopted pursuant thereto (all of the foregoing, “**Prevailing Wage Laws**”), and shall be responsible for carrying out the requirements of such provisions. If applicable, Developer shall submit to City a plan for monitoring payment of prevailing wages and at Developer’s expense shall implement such plan and comply with all applicable reporting and recordkeeping requirements.

To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 5.14 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project. Developer’s indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 11.2 below.

5.15 Compliance with Laws. Developer shall carry out and shall cause its contractors and subcontractors to carry out the construction of the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (“**Applicable Laws**”) including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City’s Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer’s obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer’s indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. Developer’s defense and indemnification obligations set forth in this Section 5.15 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be subject to the additional terms set forth in Section 11.2 below.

5.16 Liens and Stop Notices. Until the later of the date of reconveyance of the Deed of Trust or the expiration of the term of the Regulatory Agreement, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Developer. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property or any part thereof, Developer shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

5.17 Right of City to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property or any part thereof pursuant to and within the time period set forth in Section 5.16 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense and without further notice to Developer and all sums advanced by City for such purpose shall be part of the indebtedness secured by the Deed of Trust. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

5.18 Performance and Payment Bonds. Prior to Closing, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of (a) construction of the Project; and (b) construction of all off-site public improvements required by the Project conditions of approval. The bonds shall name the City as co-obligee.

5.19 Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XI.

ARTICLE VI USE OF THE PROPERTY

6.1 Affordable Housing. Developer covenants and agrees for itself, its successors and assigns that the Property and the Improvements will be subject to recorded covenants that will restrict use of the Property to development of an affordable multi-family housing project, and that for a term of not less than fifty-five (55) years commencing upon the issuance of a final certificate of occupancy for the Project all of the residential units in the Project shall be available at Affordable Rents to households whose income is no greater than eighty (80%) of Area Median Income, in accordance with the terms hereof and the Regulatory Agreement.

6.2 Preference for Displaced and Local Residents. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project or for tenant rent subsidies, in accordance with the City's Amended Local Preference Policy approved on October 28, 2014 by Resolution 2014, Developer shall give first priority in the rental of the residential units in the Project to Eligible Households (as defined in the Regulatory Agreement) that include at least one member who was displaced from their affordable housing located within the City because of substandard and/or unsafe living conditions resulting in Code enforcement proceedings by the City. Developer shall give second priority to Eligible Households that include at least one member who lives or works within the St. Helena Unified School District geographic boundaries. In the event there are fewer Eligible Household applicants that meet the criteria specified in this Section than there are available units, units shall be made available to members of the general public who are Eligible Households.

6.3 Relocation. Persons residing on the Property as of the Effective Date of this Agreement shall not be displaced before suitable replacement housing is available. Developer shall ensure that all such occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively "**Relocation Laws**") relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Developer. Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations under this Section 6.3 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 6.3 shall survive the expiration or earlier termination of this Agreement. Developer shall submit to City for City's review and approval, a relocation plan that addresses relocation of all existing occupants of the Property. City's approval of the relocation plan shall be a condition to closing for the Loan.

6.4 Maintenance. Developer shall at its own expense, maintain the Property and the Improvements, including the landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all Applicable Laws. Without limiting the foregoing, Developer agrees to maintain the Property and the Improvements (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify any physical deterioration of the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property and the Improvements in good condition and repair.

6.5 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or Improvements; provided, however, Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.6 Obligation to Refrain from Discrimination. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or Improvements, or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10,

51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts pertaining to management of the Project, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Developer’s Post-Closing Obligations. Developer hereby covenants and agrees that:

(1) Developer shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of residential properties similar in nature to the Project, and used, stored and disposed of in compliance with Environmental Laws.

(2) Developer shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Developer shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Developer or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Environmental Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**"). The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Developer shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim. City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Developer.

7.2 Environmental Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to

comply with Environmental Laws, unless caused by the City's active or passive negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

The provisions of this Section 7.2 shall be in addition to any and all other obligations and liabilities that Developer may have under applicable law, and each Indemnatee shall be entitled to indemnification under this Section without regard to whether City or that Indemnatee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the City Documents or applicable law. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion, any repayment or discharge of the Loan, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

7.3 Disclosure. Developer represents and warrants that except as disclosed to City in writing, as of the date hereof to the current actual knowledge of Developer's principals: (i) the Property is free and has always been free of Hazardous Materials and is not and has never been in violation of any Hazardous Materials Law; (ii) there are no buried or partially buried storage tanks located on the Property; (iii) Developer has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have ever been in violation of any Hazardous Materials Law or informing Developer that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Hazardous Materials Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other governmental agency concerning the Property; (v) no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or any other means; (vi) the Property has never been used as a dump or landfill; and (vii) Developer has disclosed to City all information, records, and studies in Developer's possession or reasonably available to Developer relating to the Property concerning Hazardous Materials.

Developer hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and the Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5(d)(2), and (ii) each representation and warranty in this Agreement or any of the other City Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the City and the Developer to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

7.4 City's Rights. In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the Trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Developer to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the City's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Developer shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Note, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

7.5 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Developer or from its own investigations.

7.6 Definitions.

7.6.1 **"Hazardous Material"** means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

7.6.2 **"Environmental Laws"** means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1 Identity of Developer; Changes Only Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein. Notwithstanding any contrary provision of this Agreement, City shall have the right to review and approve any proposed development services agreement for the Project, and any joint venture, partnership or similar agreement relating to development, ownership or management of the Project, and City's prior written consent to any such agreement shall be required.

8.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, encumbrance, assignment (including without limitation, any assignment for security purposes), or lease (collectively, **"Transfer"**) of the whole or any part of the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City which approval shall not be unreasonably withheld. Any such attempt to assign

this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than forty-nine percent (49%) in aggregate of the present ownership and/or control of Developer, taking all transfers into account on a cumulative basis.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; or (iv) assignments creating security interests for the purpose of financing the construction or permanent financing of the Project provided that such financing is provided by the lenders identified in the approved Financing Plan and is consistent with the terms set forth in the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement;

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request;

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement;

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records; and

(v) If applicable, the final form of any financing, development services, joint venture, or partnership agreement, and any subsequent amendments of such agreements that affect the City's economic interests under this Agreement or the City Documents, shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Developer, the proposed Transfer shall be deemed approved.

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

8.5.2 It shall be an Event of Developer Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Property or undertakes any other Transfer (including without limitation any assignment for security or encumbrance of the Property) in violation of Article VIII.

8.6 Recovery of City Costs. Within ten (10) days following City's delivery to Developer of an invoice detailing such costs, Developer shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, the Property, or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

ARTICLE IX SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans for the purpose of financing the acquisition of the Property, the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Authorized Representative or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.2 Subordination. The City agrees that City will not withhold consent to reasonable requests for subordination of the Deed of Trust and Regulatory Agreement to deeds of trust provided for the benefit of lenders providing financing for the Project that are identified in the approved Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights and the rights set forth in Section 9.6 below, and provided that such instruments address the matters described in Section 3.4(d) to the extent applicable.

9.3 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.4 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by an additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within the applicable cure period, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement.

9.5 Failure of Holder to Complete Improvements. In any case where, six (6) months after default by Developer in completion of construction of the Improvements, the holder of record of any mortgage or deed of trust has not exercised its option to complete construction of the Project, or having first exercised such option, has not proceeded diligently with such work, City shall be afforded those rights against such holder that it would otherwise have against Developer under this Agreement.

9.6 City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

9.7 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged and accepted in writing by the holder prior to its creating any security right or interest in the Property or the Improvements.

9.8 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.9 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

DEFAULTS, REMEDIES AND TERMINATION

10.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer hereunder ("**Event of Developer Default**"):

(a) Developer fails to commence or complete construction of the Project within the time period set forth in Section 5.1, or subject to Force Majeure, abandons or suspends construction of the Project prior to completion for a period of thirty (30) days or more;

(b) Developer fails to pay when due the principal and interest payable under the Note, and such failure continues for ten (10) days after City notifies Developer thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(d) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within five (5) days;

(e) Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a

lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(f) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(g) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Developer or any general partner of an Approved Partnership that has acquired the Property or part thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner of such Approved Partnership; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within sixty (60) days;

(j) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (h) or (i) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(k) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(l) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(m) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion.

10.2 City Default. An event of default on the part of City (“**Event of City Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of sixty (60) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within sixty (60) days, City fails to commence to cure the default within sixty (60) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

10.3 City’s Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

10.4 City’s Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

- (a) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;
- (b) Seek specific performance to enforce the terms of the City Documents;
- (c) Foreclose on the Property pursuant to the Deed of Trust;
- (d) Terminate this Agreement pursuant to Section 10.3; and
- (e) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City’s rights thereunder.

10.5 Developer’s Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or

otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement, and may pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and Developer's rights thereunder.

10.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding any contrary provision of this Agreement, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

10.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

10.8 Rights of Mortgagees. Any rights of the City under this Article X shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments.

10.9 Construction Plans. If this Agreement is terminated by mutual agreement of the Parties or by City as a result of an Event of Developer Default, the Developer, at no cost to the City, shall deliver to the City copies of all construction plans and studies in the Developer's possession or in the possession of the Developer's consultants related to development of the Project on the Property, including without limitation, the Construction Plans, subject only to the rights of senior lenders identified in the Financing Plan as it may be updated with City approval. If the City utilizes the Construction Plans or studies, the City shall indemnify the Developer for any claims arising from such use.

ARTICLE XI

INDEMNITY AND INSURANCE.

11.1 Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with the development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof by Developer or Developer's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Developer, or otherwise arising out of or in connection with Developer's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws in connection with the development, operation

or management of the Project. Developer's indemnification obligations under this Section 11.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 11.1 shall survive the expiration or earlier termination of this Agreement.

11.2 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.2 shall apply to all provisions of this Agreement that pertain to Developer's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 5.11, 5.14, 5.15, 6.3, 7.2, 11.1, and 12.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Developer that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

(b) Developer's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Developer, or any other party for payment of all or any part of the Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Developer under this Agreement or by Developer or any other party under any City Document, (v) the release of Developer or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the Loan.

(c) The obligations of Developer to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11.3 Liability, Workers Compensation, and Property Insurance.

(a) Developer (and until issuance of the final certificate of occupancy or equivalent for the Project all contractors working on behalf of Developer on the Project) shall maintain a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage; provided however, the coverage requirements for subcontractors shall be One Million Dollars (\$1,000,000). Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Developer (and until issuance of the final certificate of occupancy or equivalent for the Project all contractors working on behalf of Developer on the Project) shall maintain a comprehensive automobile liability coverage in the amount of Two Million Dollars (\$2,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Developer (and if the Property has been transferred to an Approved Partnership, the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Developer (and if the Property has been transferred to an Approved Partnership, the general partners thereof), and any contractor with whom Developer (or an Approved Partnership) has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

(d) Prior to Closing and continuing until issuance of the final certificate of occupancy or equivalent for the Project, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. The builder's all-risk insurance and/or property insurance policies shall provide insurance covering all risks of loss to the modular Project components, including without limitation, risks associated with off-site fabrication and transportation of such components to the Property.

(e) Developer shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(f) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee as its interests may appear.

(g) Prior to Closing, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by City's Risk Manager, Developer shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(h) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(i) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

(j) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, City's Risk Manager. At the option of and upon request by City's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(k) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in inflation and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Developer shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of escrow and the expiration or earlier termination of this Agreement.

12.2 Enforced Delay; Extension of Times of Performance. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war,

insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions (“**Force Majeure**”). An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of the City’s Authorized Representative unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that, notwithstanding any contrary provision of this Agreement, adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement or any other City Document shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

With a copy to:
Burke, Williams & Sorensen, LLP
1901 Harrison Street, 9th floor
Oakland, CA 94612
Attention: Susan E. Bloch, Esq.

Developer: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

12.4 Attorneys’ Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such

dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

12.7 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.11, 5.14, 5.15, 6.3, 7.2, 11.1 and 12.1 shall survive the expiration or termination of this Agreement.

12.8 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City's Authorized Representative or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City's Authorized Representative determines in his or her discretion that such action or approval requires referral to City Council for consideration.

12.10 Entire Agreement. This Agreement, including Exhibits A through F attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between this Agreement and

the other City Documents, the more restrictive requirements shall control, as determined by the City's Authorized Representative.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

12.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

12.13 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

12.14 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project or the Loan. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

12.15 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

12.16 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

12.17 Inspection of Books and Records. Upon request, Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Developer necessary to determine Developer's compliance with the terms of this Agreement.

12.18 Political Activity. None of the funds, materials, property or services contributed by City to Developer under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

12.19 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

12.20 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.*, no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Developer. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.*, its implementing regulations manual and codes, and Government Code Section 1090.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Loan Agreement effective as of the date first written above.

CITY:

CITY OF ST. HELENA, a California municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Exhibit B

FORM OF PROMISSORY NOTE
(Attach form of Note.)

Exhibit C

FORM OF DEED OF TRUST
(Attach form of Deed of Trust.)

Exhibit D

**FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS**
(Attach form of Regulatory Agreement.)

Exhibit E

FINANCING PLAN
(Attach approved Financing Plan.)

Exhibit F

FORM OF CERTIFICATE OF COMPLETION
(Attach form of Certificate.)

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

THE CITY OF ST. HELENA

and

CALISTOGA AFFORDABLE HOUSING, INC.

(Turley Flats)

_____, 2017

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2017 (“**Effective Date**”) by and between the City of St. Helena, a municipal corporation (“**City**”) and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Developer**”). The City and the Developer are collectively referred to herein as the “Parties.”

RECITALS

A. Developer owns the real property located at 1105 Pope Street in the City of St. Helena, California, known as Napa County Assessor’s Parcel No. 009-090-003 and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Developer intends to demolish the existing improvements on the Property and develop, own and operate an affordable housing development on the Property consisting of eight (8) apartments and related improvements (the “**Project**”).

C. Upon satisfaction of the conditions precedent set forth in this Agreement and subject to the terms and conditions set forth herein, the City has agreed to provide a loan to Developer to assist in financing the Project.

D. Concurrently with the execution of this Agreement, among other documents, Developer will execute, and deliver to City, and as applicable, cause to be recorded in the Official Records: a secured promissory note to evidence Developer’s obligation to repay the loan City will provide for the Project, a deed of trust that will provide City with a security interest in the Project and the Property, and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants that will require Project rents to be affordable to low-income households for a term of not less than fifty-five (55) years.

E. A material inducement to City to enter into this Agreement is the agreement by Developer to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to take such actions and complete such work in accordance with such provisions and within such time periods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS; EXHIBITS

1.1 Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

“Affordable Rent” is defined in the Regulatory Agreement.

“Applicable Laws” is defined in Section 5.15.

“Area Median Income” is defined in the Regulatory Agreement.

“Certificate of Completion” is defined in Section 5.12.

“City’s Authorized Representative” means the City Manager of the City of St. Helena or the Planning and Community Improvement Director of the City of St. Helena.

“City” means the City of St. Helena, a municipal corporation.

“City Council” means the City Council of the City of St. Helena.

“City Documents” means collectively, this Agreement, the Note, the Deed of Trust, and the Regulatory Agreement.

“City’s Permitted Exceptions” is defined in Section 3.4.

“Claims” is defined in Section 5.14.

“Closing Date” or **“Close of Escrow”** shall be the date that escrow closes for the Loan..

“Conditions of Approval” is defined in Section 5.4.

“Construction Plans” is defined in Section 5.6.

“Deed of Trust” is defined in Section 3.4.

“Eligible Households” is defined in the Regulatory Agreement.

“Environmental Laws” is defined in Section 7.6.2.

“Escrow Agent” is defined in Section 3.1.

“Financing Plan” is defined in Section 2.4.

“Force Majeure” is defined in Section 12.2.

“Hazardous Material” is defined in Section 7.6.1.

“Improvements” is defined in Section 2.3.

“Indemnitees” is defined in Section 5.14.

“Lender’s Title Policy” is defined in Section 3.4.

“**Loan**” is defined in Section 4.1.

“**Loan Proceeds**” is defined in Section 4.1.

“**Note**” is defined in Section 3.4.

“**Official Records**” means the Official Records of Napa County.

“**Project**” is defined in Recital B.

“**Property**” is defined in Recital A.

“**Regulatory Agreement**” is defined in Section 3.4.

“**Title Company**” is defined in Section 3.1.

“**Transfer**” is defined in Section 8.2.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

- A Legal Description of the Property
- B Form of Promissory Note
- C Form of Deed of Trust
- D Form of Regulatory Agreement
- E Financing Plan
- F Form of Certificate of Completion

ARTICLE II

REPRESENTATIONS; PROJECT SCOPE; FINANCING PLAN

2.1 Developer’s Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer’s representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Organization. Developer is a nonprofit public benefit corporation, duly organized and in good standing under the laws of the State of California and tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by

Developer, or to be executed and delivered by Developer pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer, pursuant to or in connection with to this Agreement, have been executed and delivered, or will be executed and delivered, by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered by Developer, or to be executed and delivered by Developer, pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered by Developer or will be executed and delivered by Developer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments executed and delivered by Developer, or to be executed or delivered by Developer, pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Pending Proceedings. Developer is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Developer's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Developer or the Property, at law or in equity, before or by any court, board, commission or agency. Developer is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Developer's assets has been made..

2.2 Intentionally omitted

2.3 Project Scope. The Project will include the demolition of the existing improvements and the construction of a multi-family residential development consisting of: eight (8) apartments and related improvements; all of the foregoing are collectively hereinafter referred to as the "**Improvements.**"

2.4 Financing Plan. Developer shall submit to City for City's review and approval, Developer's plan for construction and permanent financing the Project (the "**Financing Plan**"). The Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of the Project, including without limitation acquisition costs and hard and soft construction costs, and shall be accompanied by evidence that all such funds have been firmly committed by Developer, equity investors or lending institutions, subject only to commercially reasonable conditions. The Financing Plan shall include development and operating pro formas which set out in detail Developer's plan for financing the costs of acquisition, construction and operation of the Project. Developer's submittal and City's approval of the Financing Plan are conditions to City's obligation to fund the Loan.

2.5 Review and Modifications. City staff shall promptly review the proposed Financing Plan, and acting through the City's Authorized Representative, the City shall approve such plan in writing within fifteen (15) business days following receipt provided that the plan conforms to the requirements of this Section. If the City does not approve the Financing Plan, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. If the City does not approve or provide written objections to Developer within such fifteen (15) business day period, the Financing Plan shall be deemed rejected. Developer shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval, and the City shall grant Developer a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Financing Plan, subject to the outside time limit for completion set forth in Section 5.1 below. When approved, the Financing Plan will be attached to this Agreement as Exhibit E. Proposed modifications to the Financing Plan shall be submitted to the City for review and approval. City staff shall promptly review such proposed modifications, and acting through City's Authorized Representative, the City shall approve such modifications in writing within fifteen (15) business days following receipt provided that the modifications conform to the requirements of this Agreement. If the City does not approve proposed modifications, the City shall set forth its objections in writing and notify Developer of the reasons for its disapproval. Developer shall thereafter submit a revised Financing Plan that addresses the reasons for disapproval. If the City does not approve or provide written objections to Developer within such fifteen (15) business day period, the proposed modifications shall be deemed rejected.

ARTICLE III

ESCROW AND CLOSING

3.1 Escrow. City and Developer shall open escrow at the office of First American Title Company located in St. Helena, California, or such other title company as the Parties may agree upon ("**Title Company**" or "**Escrow Agent**") in order to consummate the closing of escrow for the transactions contemplated hereby.

3.2 Costs of Closing and Escrow. Developer shall pay all title insurance premiums for policies Developer elects to purchase in connection with the acquisition of the Property and the financing of the Project. Developer shall pay, or cause to be paid, all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the acquisition of the Property and the financing of the Project. Developer shall pay for the cost of any lender's policy of title

insurance that City elects to acquire in connection with the transactions contemplated hereby. City and Developer shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Developer may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by City and Developer, shall serve as escrow instructions for the Closing.

3.3 Closing. The Closing Date shall be a date that is mutually acceptable to the Parties. Prior to the Close of Escrow, Developer shall deposit into escrow the City Documents to which Developer is a party, executed and acknowledged as applicable, and Developer's share of closing costs. Provided that all conditions precedent to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party, and shall deposit into escrow Loan Proceeds in the agreed-upon amount as set forth in a settlement statement approved by City's Authorized Representative. On the Closing Date the Escrow Agent shall cause the Deed of Trust and the Regulatory Agreement to be recorded in the Official Records.

3.4 City's Conditions to Closing. City's obligation to fund the Loan and disburse the Loan Proceeds is conditioned upon the satisfaction of all of all of the requirements set forth in each subsection of this Section 3.4 unless any such condition is waived in writing by City acting in the discretion of City's Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute a material breach or default under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

(b) Representations. All representations and warranties of Developer contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing. Developer shall have delivered to City each of the following: (a) a certified resolution indicating that Developer's governing board has authorized the transactions contemplated by this Agreement and that the persons executing the City Documents on behalf of Developer have been duly authorized to do so; (b) certified copies of Developer's bylaws and articles of incorporation certified by the Secretary of State/an officer of Developer, as applicable; (c) verification of Developer's tax-exempt status; and (d) a certificate of good standing, certified by the Secretary of State, indicating that Developer is properly organized and authorized to do business in the State of California.

(d) Subordination and Intercreditor Agreement. Developer, City and each party providing construction financing for the Project, including without limitation, Developer's conventional construction lender and any public agency providing financing, shall have executed and deposited into escrow for recordation, an intercreditor/subordination agreement that addresses, *inter alia* (i) the lien priority of each lender's deed of trust and regulatory agreement (if applicable), (ii) procedures for coordinated construction inspection and disbursement of loan

proceeds, including timing for disbursement of the proceeds of each loan, (iii) the respective rights of each lender to receive Project surplus cash toward loan repayment, (iv) treatment of proceeds of insurance in the event of casualty loss, (v) notice of default and cure rights, and (vi) restrictions upon modification of loan documents without consent of the other lenders.

(e) Execution, Delivery and Recordation of Documents. Developer shall have executed, acknowledged as applicable, and delivered to City this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation a promissory note substantially in the form attached hereto as Exhibit B (the “**Note**”), a deed of trust substantially in the form attached hereto as Exhibit C (the “**Deed of Trust**”), and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants substantially in the form attached hereto as Exhibit D (the “**Regulatory Agreement**”). Concurrently with the Closing, the Deed of Trust and the Regulatory Agreement shall be recorded in the Official Records.

(f) Mechanics’ Liens. Developer’s delivery to City of evidence reasonably satisfactory to City that there are no mechanics’ liens or stop notices related to the Property or the Project, and Developer’s provision to City of full waivers or releases of lien claims if required by City.

(g) Lender’s Title Policy. The Title Company shall, upon payment of the premium therefor, be committed to issue an ALTA Lender’s Policy of Title Insurance for the benefit and protection of City (“**Lender’s Title Policy**”) in the amount of the Loan, insuring that the lien of the Deed of Trust and the Regulatory Agreement are subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may reasonably approve in writing (collectively, “**City’s Permitted Exceptions**”), showing title to the Property vested in Developer, and containing such endorsements as City may reasonably require, with the cost of such Lender’s Title Policy to be paid by Developer.

(h) Insurance; Payment and Performance Bonds. Developer shall have provided evidence satisfactory to City that Developer has obtained insurance coverage meeting the requirements set forth in Article XI, and shall have provided to City copies of payment bonds and performance bonds pursuant to Section 5.18.

(i) Financing Plan. City shall have approved the Financing Plan, including without limitation, the construction and operating budgets for the Project.

(j) Evidence of Availability of Funds; Closing for Construction Financing. Prior to the Closing Date, Developer shall submit to the City copies of all loan documents for the financing sources identified in the approved Financing Plan, together with evidence reasonably satisfactory to City that (i) all conditions to the release and expenditure of the initial draw of funds from each source described in the approved Financing Plan as a source of construction financing for the Project have been met and that such funds will be available, and (ii) all construction financing (including draws subsequent to the initial draw of funds) will be available upon the satisfaction of the conditions set forth in the construction loan documents. Developer shall have provided to City copies of all documents related to development and financing of the Project, including without limitation, copies of all loan and grant documents.

The Parties intend that closing for the Loan will occur concurrently with closing for the Project construction loan to be provided by Developer's conventional lender and with closing for all other debt financing or grants to be provided for the Project by other parties. Unless and to the extent expressly waived in writing by City acting in the discretion of City's Authorized Representative, it shall be a condition to closing for the Loan, and City shall have no obligation to fund the Loan, until closing has occurred for all other Project construction financing.

(k) Permits and Approvals; Cooperation. Developer shall have obtained all entitlements, permits, licenses and approvals required for the construction and operation of the Project, including without limitation, building permits and use permits or shall provide evidence satisfactory to City that receipt of such permits and approvals is subject only to such conditions as City may reasonably approve.

(l) Payment of Fees. Developer shall have paid when due all fees and charges payable in connection with the processing of all applicable City permits and approvals. Notwithstanding the foregoing (i) Loan Proceeds may be used to pay City fees for the Project in such amounts as approved by the City's Authorized Representative, and (ii) the Parties acknowledge that to the extent that any City fees are not payable until issuance of certificates of occupancy for the Project, the City will retain Loan Proceeds in the amount of such fees.

(m) Construction Plans, Budget and Schedule. City shall have approved the construction budget and schedule for the Project, the Construction Plans and specifications for the Project, and the construction contracts. Developer shall have delivered to City executed copies of the approved construction contracts, each in the not-to-exceed amounts specified in the Financing Plan.

(n) Relocation Plan. Developer shall have submitted, and City shall have approved, a plan for relocation of existing occupants of the Property in accordance with Section 6.3.

(o) Settlement Statement. City shall have received a settlement statement showing closing costs, and all other amounts paid through escrow.

(p) Requisition. Developer shall have submitted to City a written requisition for disbursement of funds specifying the amount and use of the requested funds, accompanied by copies of third-party invoices, evidence of Developer's payment for services rendered in connection with the work, and such other documentation as City may reasonably require.

3.5 Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to the satisfaction or Developer's waiver of the following conditions:

(a) No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects;

(b) Execution of Documents. City shall have executed and acknowledged the the Regulatory Agreement, and all other City Documents to which the City is a party, and shall have delivered such documents into escrow; and

(c) Owner's Title Policy. The Title Company shall, upon payment of the premium therefor, be ready to issue an Owner's Title Insurance Policy for the benefit and protection of Developer ("**Owner's Title Policy**") showing title to the Property vested in Developer, subject only to Developer's Permitted Exceptions and containing such endorsements as Developer may reasonably require, with the cost of such Owner's Title Policy to be paid by Developer.

ARTICLE IV

CITY FINANCIAL ASSISTANCE

4.1 Loan and Note. In order to increase the affordability of the Project, City agrees to provide a construction/permanent loan (the "**Loan**") to Developer in the principal amount of up to Seven Hundred Thousand Dollars (\$700,000), upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Closing Date and executed by Developer substantially in the form attached hereto as Exhibit B. Provided that Developer has complied with all conditions precedent to disbursement of the Loan set forth in Sections 3.4, the proceeds of the Loan ("**Loan Proceeds**") shall be disbursed pursuant to approved draw requests as described in Section 3.4 (p) or, if applicable, a settlement statement provided by the Escrow Agent and approved in writing by City.

4.2 Interest Rate; Payment Dates; Cost Savings; Maturity Date. The principal balance of the Note outstanding from time to time will bear interest at a rate equal to three percent (3%) simple annual interest commencing upon the date of disbursement. Annual payments shall be due and payable on a residual receipts basis in accordance with the formula set forth in the Note commencing upon City's issuance of a final certificate of occupancy or equivalent for the Project. The entire outstanding principal balance of the Loan together with accrued interest and all other sums due under the City Documents shall be payable in full on the date which is the thirtieth (30th) anniversary of the date of the Note (the "**Maturity Date**").

Notwithstanding the foregoing, the City shall have the right to accelerate the Maturity Date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.3 Security. As security for repayment of the Note, Developer shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against the Property and the Improvements. The Deed of Trust shall be dated as of the Closing Date, shall be substantially in the form attached hereto as Exhibit C, and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to such liens and encumbrances consistent with the approved Financing Plan as City shall approve in writing.

4.4 Prepayment; Acceleration.

(a) Prepayment. Developer shall have the right to prepay the Loan at any time and from time to time, without penalty or premium, provided that any prepayment of

principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Developer's obligations under the Regulatory Agreement which shall survive for the full term of the Regulatory Agreement.

(b) Due On Transfer, Encumbrance, or Refinancing. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer absent the prior written consent of City of all or any part of or interest in the Property or the Project (including without limitation, upon the refinancing of permanent financing for the Project) except as otherwise permitted pursuant to this Agreement.

(c) Default. The City shall have the right to accelerate the Maturity Date and declare all sums payable under the Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Developer Default.

4.5 Disbursement and Use of Loan Proceeds. The Parties agree that City shall disburse the Loan Proceeds only for the purpose of funding Project development costs, including City impact fees and building permit review and processing fees. City will retain Sixty Thousand Dollars (\$60,000) of Loan Proceeds to serve as a contingency fund that will be disbursed only if necessary to cover Project cost overruns or unforeseen Project expenses as reasonably approved by City's Authorized Representative.

4.6 Intentionally omitted.

4.7 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the Loan Proceeds following:

- (i) the failure of any of Developer's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects;
- (ii) the termination of this Agreement by mutual agreement of the Parties;
- (iii) the occurrence of an Event of Developer Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Developer Default under any City Document.

ARTICLE V

DEVELOPMENT OF THE PROPERTY

5.1 Development Schedule. Subject to Force Majeure, Developer shall commence construction of the Project by not later than July 1, 2017, and shall diligently prosecute to completion the construction of the Improvements to enable City to issue a final certificate of occupancy within twelve (12) months following commencement of construction, with construction targeted to be completed by not later than July 1, 2018. Developer shall use diligent

and commercially reasonable efforts to perform Developer's obligations under this Agreement within the times periods set forth herein, and if no such time is provided, within a reasonable time, designed to permit issuance of a final certificate of occupancy by the date specified in this Section 5.1. Subject to Force Majeure and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 5.1 shall be an Event of Developer Default hereunder.

5.2 Cost of Acquisition and Construction. Except as expressly set forth herein, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the Property, including without limitation appraisal fees, title reports and any environmental assessments Developer elects to undertake. Except as expressly set forth herein, all costs of designing, developing and constructing the Project and compliance with the Conditions of Approval, including without limitation all off-site and on-site improvements required by City in connection therewith, shall be borne solely by Developer and shall not be an obligation of the City.

5.3 Project Approvals. Developer acknowledges that execution of this Agreement by City does not constitute City approval for the purpose of the issuance of building permits, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the construction of the Project and development of the Property, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the development of the Property (if any) and the approval of the Project in compliance with CEQA and if applicable, NEPA), nor does it limit in any manner the discretion of the City or any other agency in the approval process. Developer shall pay when due all customary and reasonable fees and charges in connection with the processing of all applicable permits and approvals. Developer shall not commence construction work on the Project prior to issuance of building permits required for such work. City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the development and operation of the Project as contemplated by this Agreement.

5.4 Design Review; Conditions of Approval. Developer shall submit a Project site plan and design documents, including elevations and schematic drawings to City for review and approval. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the approved site plan and design documents and the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

5.5 Fees. Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, historic review, and any subsequent approvals for the Project.

5.6 Construction Plans. Developer shall submit to City's Building Department detailed construction plans for the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Developer and Developer's contractors shall rely in developing the Property and constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City.

5.7 Construction Pursuant to Plans. Developer shall develop each component of the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

5.8 Change in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to the City for its written approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement and any approvals issued by City after the Effective Date. Unless a proposed change is approved by City within thirty (30) days, it shall be deemed rejected. If rejected, the previously approved Construction Plans shall continue to remain in full force and effect. Any change in the Construction Plans required in order to comply with applicable codes shall be deemed approved, so long as such change does not substantially nor materially change the architecture, design, function, use, or amenities of the Project as shown on the latest approved Construction Plans. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

5.9 Rights of Access. For the purpose of ensuring that the construction of the Project is completed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Property following 24 hours written notice (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided).

5.10 City Disclaimer. Developer acknowledges that the City is under no obligation, and the City neither undertakes nor assumes any responsibility or duty to Developer or to any third party, to in any manner review, supervise, or inspect the progress of construction or the operation of the Project. Developer and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Project or otherwise.

5.11 Defects in Plans. The City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

5.12 Certificate of Completion for Project. Promptly after completion of construction of the Project, City's issuance of a final Certificate of Occupancy or equivalent for the Project, and the written request of Developer, the City will provide a certificate substantially in the form attached hereto as Exhibit F ("**Certificate of Completion**") provided that at the time such certificate is requested all applicable work has been completed. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the construction of the Project and development of the Property. At Developer's option the Certificate of Completion shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement.

5.13 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.14 Prevailing Wage Requirements. If required by applicable federal and state law, Developer and its contractors, subcontractors and agents shall comply with California Labor

Code Section 1720 *et seq.* and the regulations adopted pursuant thereto (all of the foregoing, “**Prevailing Wage Laws**”), and shall be responsible for carrying out the requirements of such provisions. If applicable, Developer shall submit to City a plan for monitoring payment of prevailing wages and at Developer’s expense shall implement such plan and comply with all applicable reporting and recordkeeping requirements.

To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 5.14 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project. Developer’s indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 11.2 below.

5.15 Compliance with Laws. Developer shall carry out and shall cause its contractors and subcontractors to carry out the construction of the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (“**Applicable Laws**”) including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City’s Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer’s obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer’s indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. Developer’s defense and indemnification obligations set forth in this Section 5.15 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be subject to the additional terms set forth in Section 11.2 below.

5.16 Liens and Stop Notices. Until the later of the date of reconveyance of the Deed of Trust or the expiration of the term of the Regulatory Agreement, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Developer. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property or any part thereof, Developer shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

5.17 Right of City to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property or any part thereof pursuant to and within the time period set forth in Section 5.16 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense and without further notice to Developer and all sums advanced by City for such purpose shall be part of the indebtedness secured by the Deed of Trust. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

5.18 Performance and Payment Bonds. Prior to Closing, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of (a) construction of the Project; and (b) construction of all off-site public improvements required by the Project conditions of approval. The bonds shall name the City as co-obligee.

5.19 Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XI.

ARTICLE VI USE OF THE PROPERTY

6.1 Affordable Housing. Developer covenants and agrees for itself, its successors and assigns that the Property and the Improvements will be subject to recorded covenants that will restrict use of the Property to development of an affordable multi-family housing project, and that for a term of not less than fifty-five (55) years commencing upon the issuance of a final certificate of occupancy for the Project all of the residential units in the Project shall be available at Affordable Rents to households whose income is no greater than eighty (80%) of Area Median Income, in accordance with the terms hereof and the Regulatory Agreement.

6.2 Preference for Displaced and Local Residents. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project or for tenant rent subsidies, in accordance with the City's Amended Local Preference Policy approved on October 28, 2014 by Resolution 2014, Developer shall give first priority in the rental of the residential units in the Project to Eligible Households (as defined in the Regulatory Agreement) that include at least one member who was displaced from their affordable housing located within the City because of substandard and/or unsafe living conditions resulting in Code enforcement proceedings by the City. Developer shall give second priority to Eligible Households that include at least one member who lives or works within the St. Helena Unified School District geographic boundaries. In the event there are fewer Eligible Household applicants that meet the criteria specified in this Section than there are available units, units shall be made available to members of the general public who are Eligible Households.

6.3 Relocation. Persons residing on the Property as of the Effective Date of this Agreement shall not be displaced before suitable replacement housing is available. Developer shall ensure that all such occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively "**Relocation Laws**") relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Developer. Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations under this Section 6.3 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 6.3 shall survive the expiration or earlier termination of this Agreement. Developer shall submit to City for City's review and approval, a relocation plan that addresses relocation of all existing occupants of the Property. City's approval of the relocation plan shall be a condition to closing for the Loan.

6.4 Maintenance. Developer shall at its own expense, maintain the Property and the Improvements, including the landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all Applicable Laws. Without limiting the foregoing, Developer agrees to maintain the Property and the Improvements (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify any physical deterioration of the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property and the Improvements in good condition and repair.

6.5 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or Improvements; provided, however, Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.6 Obligation to Refrain from Discrimination. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or Improvements, or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10,

51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts pertaining to management of the Project, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Developer’s Post-Closing Obligations. Developer hereby covenants and agrees that:

(1) Developer shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of residential properties similar in nature to the Project, and used, stored and disposed of in compliance with Environmental Laws.

(2) Developer shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Developer shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Developer or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Environmental Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**"). The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Developer shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim. City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Developer.

7.2 Environmental Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to

comply with Environmental Laws, unless caused by the City's active or passive negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

The provisions of this Section 7.2 shall be in addition to any and all other obligations and liabilities that Developer may have under applicable law, and each Indemnatee shall be entitled to indemnification under this Section without regard to whether City or that Indemnatee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the City Documents or applicable law. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion, any repayment or discharge of the Loan, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust. Developer's indemnification obligations pursuant to this Section shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

7.3 Disclosure. Developer represents and warrants that except as disclosed to City in writing, as of the date hereof to the current actual knowledge of Developer's principals: (i) the Property is free and has always been free of Hazardous Materials and is not and has never been in violation of any Hazardous Materials Law; (ii) there are no buried or partially buried storage tanks located on the Property; (iii) Developer has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have ever been in violation of any Hazardous Materials Law or informing Developer that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Hazardous Materials Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other governmental agency concerning the Property; (v) no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or any other means; (vi) the Property has never been used as a dump or landfill; and (vii) Developer has disclosed to City all information, records, and studies in Developer's possession or reasonably available to Developer relating to the Property concerning Hazardous Materials.

Developer hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and the Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5(d)(2), and (ii) each representation and warranty in this Agreement or any of the other City Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the City and the Developer to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

7.4 City's Rights. In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the Trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Developer to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the City's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Developer shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Note, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

7.5 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Developer or from its own investigations.

7.6 Definitions.

7.6.1 **"Hazardous Material"** means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

7.6.2 **"Environmental Laws"** means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1 Identity of Developer; Changes Only Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein. Notwithstanding any contrary provision of this Agreement, City shall have the right to review and approve any proposed development services agreement for the Project, and any joint venture, partnership or similar agreement relating to development, ownership or management of the Project, and City's prior written consent to any such agreement shall be required.

8.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, encumbrance, assignment (including without limitation, any assignment for security purposes), or lease (collectively, **"Transfer"**) of the whole or any part of the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City which approval shall not be unreasonably withheld. Any such attempt to assign

this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than forty-nine percent (49%) in aggregate of the present ownership and/or control of Developer, taking all transfers into account on a cumulative basis.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; or (iv) assignments creating security interests for the purpose of financing the construction or permanent financing of the Project provided that such financing is provided by the lenders identified in the approved Financing Plan and is consistent with the terms set forth in the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement;

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request;

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement;

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records; and

(v) If applicable, the final form of any financing, development services, joint venture, or partnership agreement, and any subsequent amendments of such agreements that affect the City's economic interests under this Agreement or the City Documents, shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Developer, the proposed Transfer shall be deemed approved.

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

8.5.2 It shall be an Event of Developer Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Property or undertakes any other Transfer (including without limitation any assignment for security or encumbrance of the Property) in violation of Article VIII.

8.6 Recovery of City Costs. Within ten (10) days following City's delivery to Developer of an invoice detailing such costs, Developer shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, the Property, or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

ARTICLE IX

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property only for the purpose of securing loans for the purpose of financing the acquisition of the Property, the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Authorized Representative or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.2 Subordination. The City agrees that City will not withhold consent to reasonable requests for subordination of the Deed of Trust and Regulatory Agreement to deeds of trust provided for the benefit of lenders providing financing for the Project that are identified in the approved Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights and the rights set forth in Section 9.6 below, and provided that such instruments address the matters described in Section 3.4(d) to the extent applicable.

9.3 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.4 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by an additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within the applicable cure period, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement.

9.5 Failure of Holder to Complete Improvements. In any case where, six (6) months after default by Developer in completion of construction of the Improvements, the holder of record of any mortgage or deed of trust has not exercised its option to complete construction of the Project, or having first exercised such option, has not proceeded diligently with such work, City shall be afforded those rights against such holder that it would otherwise have against Developer under this Agreement.

9.6 City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

9.7 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged and accepted in writing by the holder prior to its creating any security right or interest in the Property or the Improvements.

9.8 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.9 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

DEFAULTS, REMEDIES AND TERMINATION

10.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer hereunder ("**Event of Developer Default**"):

(a) Developer fails to commence or complete construction of the Project within the time period set forth in Section 5.1, or subject to Force Majeure, abandons or suspends construction of the Project prior to completion for a period of thirty (30) days or more;

(b) Developer fails to pay when due the principal and interest payable under the Note, and such failure continues for ten (10) days after City notifies Developer thereof in writing;

(c) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(d) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within five (5) days;

(e) Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a

lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(f) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(g) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(h) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Developer or any general partner of an Approved Partnership that has acquired the Property or part thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner of such Approved Partnership; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(i) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within sixty (60) days;

(j) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (h) or (i) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(k) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(l) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(m) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion.

10.2 City Default. An event of default on the part of City (“**Event of City Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of sixty (60) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within sixty (60) days, City fails to commence to cure the default within sixty (60) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

10.3 City’s Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

10.4 City’s Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

- (a) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;
- (b) Seek specific performance to enforce the terms of the City Documents;
- (c) Foreclose on the Property pursuant to the Deed of Trust;
- (d) Terminate this Agreement pursuant to Section 10.3; and
- (e) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City’s rights thereunder.

10.5 Developer’s Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or

otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement, and may pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and Developer's rights thereunder.

10.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding any contrary provision of this Agreement, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

10.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

10.8 Rights of Mortgagees. Any rights of the City under this Article X shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments.

10.9 Construction Plans. If this Agreement is terminated by mutual agreement of the Parties or by City as a result of an Event of Developer Default, the Developer, at no cost to the City, shall deliver to the City copies of all construction plans and studies in the Developer's possession or in the possession of the Developer's consultants related to development of the Project on the Property, including without limitation, the Construction Plans, subject only to the rights of senior lenders identified in the Financing Plan as it may be updated with City approval. If the City utilizes the Construction Plans or studies, the City shall indemnify the Developer for any claims arising from such use.

ARTICLE XI

INDEMNITY AND INSURANCE.

11.1 Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with the development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof by Developer or Developer's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Developer, or otherwise arising out of or in connection with Developer's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws in connection with the development, operation

or management of the Project. Developer's indemnification obligations under this Section 11.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 11.1 shall survive the expiration or earlier termination of this Agreement.

11.2 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.2 shall apply to all provisions of this Agreement that pertain to Developer's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 5.11, 5.14, 5.15, 6.3, 7.2, 11.1, and 12.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Developer that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

(b) Developer's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Developer, or any other party for payment of all or any part of the Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Developer under this Agreement or by Developer or any other party under any City Document, (v) the release of Developer or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the Loan.

(c) The obligations of Developer to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11.3 Liability, Workers Compensation, and Property Insurance.

(a) Developer (and until issuance of the final certificate of occupancy or equivalent for the Project all contractors working on behalf of Developer on the Project) shall maintain a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage; provided however, the coverage requirements for subcontractors shall be One Million Dollars (\$1,000,000). Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Developer (and until issuance of the final certificate of occupancy or equivalent for the Project all contractors working on behalf of Developer on the Project) shall maintain a comprehensive automobile liability coverage in the amount of Two Million Dollars (\$2,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Developer (and if the Property has been transferred to an Approved Partnership, the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Developer (and if the Property has been transferred to an Approved Partnership, the general partners thereof), and any contractor with whom Developer (or an Approved Partnership) has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

(d) Prior to Closing and continuing until issuance of the final certificate of occupancy or equivalent for the Project, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. The builder's all-risk insurance and/or property insurance policies shall provide insurance covering all risks of loss to the modular Project components, including without limitation, risks associated with off-site fabrication and transportation of such components to the Property.

(e) Developer shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(f) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee as its interests may appear.

(g) Prior to Closing, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by City's Risk Manager, Developer shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(h) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(i) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

(j) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, City's Risk Manager. At the option of and upon request by City's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(k) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in inflation and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Developer shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of escrow and the expiration or earlier termination of this Agreement.

12.2 Enforced Delay; Extension of Times of Performance. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war,

insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions (“**Force Majeure**”). An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of the City’s Authorized Representative unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that, notwithstanding any contrary provision of this Agreement, adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement or any other City Document shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

With a copy to:

Burke, Williams & Sorensen, LLP
1901 Harrison Street, 9th floor
Oakland, CA 94612
Attention: Susan E. Bloch, Esq.

Developer: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

12.4 Attorneys’ Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such

dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

12.7 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.11, 5.14, 5.15, 6.3, 7.2, 11.1 and 12.1 shall survive the expiration or termination of this Agreement.

12.8 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City's Authorized Representative or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City's Authorized Representative determines in his or her discretion that such action or approval requires referral to City Council for consideration.

12.10 Entire Agreement. This Agreement, including Exhibits A through F attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between this Agreement and

the other City Documents, the more restrictive requirements shall control, as determined by the City's Authorized Representative.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

12.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

12.13 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

12.14 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project or the Loan. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

12.15 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

12.16 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

12.17 Inspection of Books and Records. Upon request, Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Developer necessary to determine Developer's compliance with the terms of this Agreement.

12.18 Political Activity. None of the funds, materials, property or services contributed by City to Developer under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

12.19 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

12.20 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.*, no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Developer. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.*, its implementing regulations manual and codes, and Government Code Section 1090.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Loan Agreement effective as of the date first written above.

CITY:

CITY OF ST. HELENA, a California municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Exhibit B

FORM OF PROMISSORY NOTE
(Attach form of Note.)

Exhibit C

FORM OF DEED OF TRUST
(Attach form of Deed of Trust.)

Exhibit D

**FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS**
(Attach form of Regulatory Agreement.)

Exhibit E

FINANCING PLAN
(Attach approved Financing Plan.)

Exhibit F

FORM OF CERTIFICATE OF COMPLETION
(Attach form of Certificate.)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

**AFFORDABLE HOUSING REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

by and between

THE CITY OF ST. HELENA

and

CALISTOGA AFFORDABLE HOUSING, INC.

(Turley Flats)

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is entered into effective as of _____, 2017 (“**Effective Date**”) by and between the City of St. Helena, a municipal corporation (“**City**”) and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Owner**”). The City and the Owner are collectively referred to herein as the “**Parties**.”

RECITALS

A. Owner is the owner of the real property located at 1105 Pope Street in the City of St. Helena, Napa County, California, known as Napa County Assessor’s Parcel No. 009-090-003, and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Owner intends to develop, own and operate an affordable housing development on the Property consisting of eight (8) apartments and related improvements (collectively, the “**Project**”) in accordance with that certain Affordable Housing Loan Agreement (the “**Loan Agreement**”) dated as of the date hereof and executed by and between Owner and City. Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. The Loan Agreement provides that the residential units developed on the Property will be required to be available to Eligible Households at Affordable Rents (defined below) in accordance with this Agreement for a period of not less than fifty-five (55) years.

D. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide to Owner a loan using funds from the City’s Affordable Housing Trust Fund in the amount of up to Seven Hundred Thousand Dollars (\$700,000) (the “**Loan**”) to provide partial financing for the Project. In connection with the Loan, Owner shall execute and deliver to City a Secured Promissory Note dated as of the date hereof (the “**Note**”) and a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (the “**Deed of Trust**”) shall be executed by Owner for the benefit of City and recorded in the Official Records of Napa County (“**Official Records**”) substantially concurrently herewith.

E. As a condition to its agreement to provide the Loan to Owner, City requires the Property to be subject to the terms, conditions and restrictions set forth herein.

F. The purpose of this Agreement is to satisfy the affordability requirements of the City’s affordable housing program and to regulate and restrict the occupancy and rents of the Project’s dwelling units for the benefit of the Project occupants. The Parties intend the covenants set

forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Definitions.** The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"Actual Household Size" means the actual number of persons in the applicable household.

"Adjusted for Family Size Appropriate for the Unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code (i.e., assumed household size of two (2) persons in a one (1) bedroom unit, three (3) persons in a two (2) bedroom unit and four (4) persons in a three (3) bedroom unit for the five (5) density bonus units, subject to the application of federal rules and regulations applicable to Project financing sources; however, for the three (3) non-density bonus units, the Adjusted for Family Size Appropriate for the Unit shall mean one and one half (1.5) persons per bedroom, resulting in an assumed household size of five (5) persons in a three (3) bedroom unit. Unless a three (3) bedroom unit is required as replacement housing for the current or former occupants or the Property, all density bonus units will be two (2) bedroom units.

"Affordable Rent" means the following amounts, less a utility allowance for tenant-paid utilities in an amount established by the City of Napa Housing Authority or otherwise approved by City, and other fees and charges required to be paid by all tenants of the Project on a non-optional basis (e.g., mandatory parking fees and other mandatory service charges): (a) for the five (5) density bonus units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, or "AMI", Adjusted for Family Size Appropriate for the Unit; and (b) for the three (3) other units, if not required as replacement housing for current or former occupants of the Property, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) eighty percent (80%) AMI, Adjusted for Family Size Appropriate for the Unit.

"Area Median Income" or "AMI" means the median income for Napa County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"City's Authorized Representative" means the City Manager of the City of St.

Helena or the Planning and Community Improvement Director of the City of St. Helena.

“City Documents” means the Loan Agreement, the Note, the Deed of Trust, and this Agreement.

“Claims” is defined in Section 2.6.

“Deed of Trust” is defined in Recital D.

“Eligible Household” means a household for which household Gross Income upon initial occupancy does not exceed eighty percent (80%) of AML.

“Gross Income” shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such Section may be revised from time to time.

“Indemnities” is defined in Section 2.6.

“Loan Agreement” is defined in Recital B.

“Marketing and Management Plan” is defined in Section 6.5.

“Note” is defined in Recital D.

“Regulations” means Title 25 of the California Code of Regulations.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development in compliance with the Loan Agreement and the requirements set forth herein. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. For a term of fifty-five (55) years commencing upon the date of City’s issuance of a final certificate of occupancy or equivalent for the Project all of the residential units in the Project shall be rented to Eligible Households at Affordable Rents, or if vacant shall be available for occupancy by Eligible Households at Affordable Rents.

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail.

2.2 Rents; Over-Income Tenants. Rents payable by tenants of the Project shall be limited to Affordable Rents. Nothing in this Agreement is intended to preclude the Owner from participating in the Section 8 voucher program or other rent subsidy program pursuant to which

the rent charged for a unit may be set at a rate that is higher than Affordable Rent, provided that the portion of the rent payable by the tenant is limited to Affordable Rent.

If upon recertification of tenant incomes, Owner determines that a tenant has a household Gross Income that exceeds the qualifying income for Eligible Households, the tenant shall be permitted to continue to occupy the unit until the expiration of the term of the tenant's lease. Upon expiration of the tenant's lease and following six (6) months' written notice, such tenant shall be required to vacate the unit, and Owner shall rent the unit to an Eligible Household at an Affordable Rent.

In the event of inconsistency between the provisions of this Section 2.2 and rules applicable to the Project in connection with low-income housing tax credits, tax-exempt bonds, or other sources of public financing provided for the Project, the rules applicable pursuant to such financing source shall prevail.

2.3 Intentionally omitted.

2.4 No Condominium Conversion. Owner shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Preference for Displaced and Local Residents. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project or for tenant rent subsidies, in accordance with the City's Amended Local Preference Policy approved on October 28, 2014 by Resolution 2014, Owner shall give first priority in the rental of the residential units in the Project to Eligible Households that include at least one member who was displaced from their affordable housing located within the City because of substandard and/or unsafe living conditions resulting in Code enforcement proceedings by the City. Owner shall give second priority to Eligible Households that include at least one member who lives or works within the St. Helena Unified School District geographic boundaries. In the event there are fewer Eligible Household applicants that meet the criteria specified in this paragraph than there are available units, units shall be made available to members of the general public who are Eligible Households. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control if such provisions apply to the project due to Project financing sources.

2.5.2 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.3 Non-Discrimination. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition

that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

“Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(b) (1) In Leases, the following language shall appear:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status,

national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(c) In Contracts pertaining to management of the Project, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

2.6 Relocation. Persons residing on the Property as of the Effective Date of this Agreement shall not be displaced before suitable replacement housing is available. Owner shall ensure that all such occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively “**Relocation Laws**”) relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Owner.

Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the “**Indemnitees**”) harmless from and against all liability, loss,

cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising in connection with the breach of Owner's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Owner's indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of a dwelling unit in the Project, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

- (i) The identity of each household member; and
- (ii) The total household Gross Income;

Owner shall retain such certificates for not less than three (3) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of Project construction, by not later than April 1 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with Owner's certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total household Gross Income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1. Upon request of City, Owner shall allow City's Authorized Representative to inspect and copy all records documenting the source of household income.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Owner may satisfy the requirements of this Section that

pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

- (i) A Project income and expense statement for the reporting period;
- (ii) Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;
- (iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year; and
- (iv) Information on the status of the waiting list for units, including the number of households on the list and the number of persons on the list that meet the criteria set forth in Section 2.5.1; and

Prior to any draw from Project replacement reserves, Owner shall provide the information described in paragraph (iii) above to City together with a description of the specific capital replacements or repairs proposed to be undertaken and a budget for such expenditures, and Owner shall obtain City's written consent prior to withdrawing funds from Project reserves except in the event that emergency repairs are required. City shall review such proposal within fifteen (15) business days, and City shall not unreasonably withhold consent to withdrawals for capital repairs and replacements. Within sixty (60) days following the end of each fiscal year during the term of this Agreement, Owner shall provide to City a copy of the annual financial statements for the Project certified by Owner as accurate and complete, and if one has been prepared for the Project, audited financial statements prepared by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements. City may, from time to time request additional or different information, and Owner shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Owner shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Owner shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30) days shall be

reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

3.4.1 Owner shall provide City and its authorized agents and representatives reasonable access to any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions, during normal business hours of Owner and upon not less than three (3) business days' written notice.

3.4.2 With 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

3.5 Annual Monitoring Fee. Owner agrees to pay to City an annual fee in the amount of Five Hundred Sixty Dollars (\$560.00) (i.e., Seventy Dollars (\$70.00) per unit), increasing annually by three percent (3%) to offset City's costs to monitor compliance with this Agreement. The fee shall be payable on October 1 of each year during the term of this Agreement, commencing is the year following City's issuance of a final certificate of occupancy or equivalent for the Project.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the City's issuance of a final certificate of occupancy or equivalent for the Project, unless the term is extended by mutual agreement of the Parties.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof, as such may be extended pursuant to Section 4.1, regardless of (i) any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan or Note, or (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term as such may be extended pursuant to Section 4.1.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest,

transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. City shall have the right to review and approve the qualifications of the management entity proposed by Owner for the Project, and shall have the right to review and approve any agreement executed between Owner and the management entity, which approval shall not be unreasonably withheld. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves CRYRAG Inc., a California corporation doing business as Crown Realty Property Management, as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld or delayed. Upon City determination and delivery of written notice to Owner that Owner has failed to operate the Project in accordance with this Agreement, City may, subject to any applicable cure period, require Owner to contract with a qualified management agent selected by City, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations.

Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security measures for the Project, including without limitation, the installation of adequate lighting and deadbolt locks.

6.3.1 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of St. Helena business license if required under local law. To the extent allowed by state and federal laws, Owner shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), or such additional time as is reasonably required to rectify the condition, then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All reasonable costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 8% per annum or the highest rate permitted by applicable law. City shall have a lien against the Property for the amount of such unpaid sums and shall have the right to record a Notice of Claim of Lien against the Property.

6.5 Marketing and Management Plan. Not later than ninety (90) days following commencement of construction of the Project, Owner shall submit for City review and approval, a plan for marketing and managing the Property ("**Marketing and Management Plan**" or "**Plan**"). The Marketing and Management Plan shall address in detail how Owner plans to market the Project to prospective Eligible Households in accordance with fair housing laws and this Agreement, including without limitation Sections 2.5 and 2.6, Owner's tenant selection criteria, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property and the Project. The Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with Project tenants. Owner shall abide by the terms of the Marketing and Management Plan in

marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed material modifications to City for review and approval.

In addition to the foregoing, the Marketing and Management Plan shall address the following:

- (a) The actions to be taken by Owner to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section 2.5 above;
- (b) Criteria for determining tenant eligibility, including certification of household income and size, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes) and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references, and criminal background investigations;
- (c) A requirement that eligible tenants be selected based on order of application, lottery or other reasonable method approved by City;
- (d) A requirement that eligible applicants be notified of eligibility and be provided an estimate regarding when a unit may be available;
- (e) A requirement that ineligible applicants be notified of the reason for their ineligibility;
- (f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;
- (g) Maintenance of a waiting list of eligible applicants;
- (h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;
- (i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;
- (j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit;
- (k) A detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;
- (l) A requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry;

- (m) A parking management plan which details, among other things, how parking spaces will be assigned, how guest parking will be handled and how parking will be managed to encourage tenants to use their assigned parking spaces;
- (n) Procedures for maintenance and management of the Project;
- (o) Procedures for dealing with tenant or neighborhood issues or concerns;
- (p) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs and handling net cash flow; and
- (q) Such other requirements and criteria/procedures as City may determine appropriate.

6.6 Approval of Amendments. If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, the proposed management agreement, or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.8 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit B, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.9 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the

requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Napa County. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request. Notwithstanding the foregoing, the City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the Financing Plan (as defined in the Loan Agreement) as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights, the rights set forth in Section 9.6 of the Loan Agreement, and to the extent applicable, address the matters addressed in Section 3.4(d) of the Loan Agreement.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, encumbrance, assignment (including, without limitation, any assignment for security purposes), or lease (collectively, “**Transfer**”) of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest in Owner of more than forty-nine percent (49%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision. Notwithstanding any contrary provision of this Agreement, City shall have the right to review and approve any proposed development services agreement for the Project, and any joint venture, partnership or similar agreement relating to development, ownership or management of the Project, and City’s prior written consent to any such agreement shall be required.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to the Loan Agreement; (iii) the lease of individual dwelling units to tenants

for occupancy as their principal residence in accordance with this Agreement; or (iv) assignments creating security interests for the purpose of financing the construction or permanent financing of the Project provided that such financing is provided by the lenders identified in the Financing Plan approved in accordance with the Loan Agreement and is consistent with the terms set forth in the approved Financing Plan as it may be updated with City approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.3 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 8.2):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement;

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request;

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement and the other City Loan Documents arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement;

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records; and

(v) If applicable, the final form of any financing, development services, joint venture, or partnership agreement, and any subsequent amendments of such agreements that affect City's economic interests under the City Documents shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

8.4 Effect of Transfer without City Consent. In the absence of specific written

agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Owner assigns or Transfers this Agreement, the Improvements, or the Property or undertakes any other Transfer (including without limitation any assignment for security or encumbrance of the Property) in violation of Section 8 and the Subsections thereof.

8.5 Recovery of City Costs. Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within thirty (30) days following City's delivery to Owner of an invoice detailing such costs.

8.6 Encumbrances. Owner agrees to use best efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender other than City ("**Third-Party Lender**"), and any intercreditor agreement entered into between the City and any Third Party Lender(s) shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose City's Deed of Trust and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

8.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

- (i) The occurrence of a Transfer in violation of Section 8 hereof;
- (ii) Owner's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Owner to cure such default within five (5) days;
- (iii) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;
- (iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;
- (v) A default arises under the Loan Agreement, the Note, or the Deed of Trust and remains uncured beyond the expiration of any applicable cure period;
- (vi) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for fifteen (15) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

- (i) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- (ii) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;
- (iii). For violations of obligations with respect to rents for dwelling units in the Project, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;
- (iv). Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. Owner shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of St. Helena

1480 Main Street
St. Helena, CA 94574
Attention: City Manager

Owner: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Time is of the Essence. Time is of the essence in the performance of this

Agreement.

11.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement and the Deed of Trust contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A and B, attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF ST. HELENA, a municipal corporation

By: _____

Print Name: _____

Title: _____

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

OWNER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED.

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 NAPA)

On _____, 20____, before me, _____, Notary Public, 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)

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 NAPA)

On _____, 20__, before me, _____, Notary Public, 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)

Exhibit A**PROPERTY**

The real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Exhibit B**INSURANCE REQUIREMENTS**

Prior to initiating work on the Project and continuing through throughout the term of this Agreement, Owner shall obtain and maintain the following policies of insurance:

(a) a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) a comprehensive automobile liability coverage in the amount of Two Million Dollars (\$2,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Owner shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor that has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

(d) ~~Upon commencement of construction~~ Prior to funding of the Loan and continuing until issuance of a Certificate of Completion, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee.

(e) Upon completion of Project construction, Owner shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee as its interests may appear.

(f) Prior to ~~commencement of construction~~ funding of the Loan, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance

coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by City's Risk Manager, Owner shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(h) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(i) Coverage provided by Owner shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Owner shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

(j) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, City's Risk Manager. At the option of and upon request by City's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(k) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in the purchasing power of the dollar and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Owner shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

**AFFORDABLE HOUSING REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

by and between

THE CITY OF ST. HELENA

and

CALISTOGA AFFORDABLE HOUSING, INC.

(Turley Flats)

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is entered into effective as of _____, 2017 (“**Effective Date**”) by and between the City of St. Helena, a municipal corporation (“**City**”) and Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Owner**”). The City and the Owner are collectively referred to herein as the “**Parties**.”

RECITALS

A. Owner is the owner of the real property located at 1105 Pope Street in the City of St. Helena, Napa County, California, known as Napa County Assessor’s Parcel No. 009-090-003, and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Owner intends to develop, own and operate an affordable housing development on the Property consisting of eight (8) apartments and related improvements (collectively, the “**Project**”) in accordance with that certain Affordable Housing Loan Agreement (the “**Loan Agreement**”) dated as of the date hereof and executed by and between Owner and City. Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. The Loan Agreement provides that the residential units developed on the Property will be required to be available to Eligible Households at Affordable Rents (defined below) in accordance with this Agreement for a period of not less than fifty-five (55) years.

D. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide to Owner a loan using funds from the City’s Affordable Housing Trust Fund in the amount of up to Seven Hundred Thousand Dollars (\$700,000) (the “**Loan**”) to provide partial financing for the Project. In connection with the Loan, Owner shall execute and deliver to City a Secured Promissory Note dated as of the date hereof (the “**Note**”) and a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (the “**Deed of Trust**”) shall be executed by Owner for the benefit of City and recorded in the Official Records of Napa County (“**Official Records**”) substantially concurrently herewith.

E. As a condition to its agreement to provide the Loan to Owner, City requires the Property to be subject to the terms, conditions and restrictions set forth herein.

F. The purpose of this Agreement is to satisfy the affordability requirements of the City’s affordable housing program and to regulate and restrict the occupancy and rents of the Project’s dwelling units for the benefit of the Project occupants. The Parties intend the covenants set

forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Definitions.** The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"Actual Household Size" means the actual number of persons in the applicable household.

"Adjusted for Family Size Appropriate for the Unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code (i.e., assumed household size of two (2) persons in a one (1) bedroom unit, three (3) persons in a two (2) bedroom unit and four (4) persons in a three (3) bedroom unit) for the five (5) density bonus units, subject to the application of federal rules and regulations applicable to Project financing sources; however, for the three (3) non-density bonus units, the Adjusted for Family Size Appropriate for the Unit shall mean one and one half (1.5) persons per bedroom, resulting in an assumed household size of five (5) persons in a three (3) bedroom unit. Unless a three (3) bedroom unit is required as replacement housing for the current or former occupants or the Property, all density bonus units will be two (2) bedroom units.

"Affordable Rent" means the following amounts, less a utility allowance for tenant-paid utilities in an amount established by the City of Napa Housing Authority or otherwise approved by City, and other fees and charges required to be paid by all tenants of the Project on a non-optional basis (e.g., mandatory parking fees and other mandatory service charges): (a) for the five (5) density bonus units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, or "AMI", Adjusted for Family Size Appropriate for the Unit; and (b) for the three (3) other units, if not required as replacement housing for current or former occupants of the Property, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) eighty percent (80%) AMI, Adjusted for Family Size Appropriate for the Unit..

"Area Median Income" or "AMI" means the median income for Napa County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"City's Authorized Representative" means the City Manager of the City of St.

Helena or the Planning and Community Improvement Director of the City of St. Helena.

“City Documents” means the Loan Agreement, the Note, the Deed of Trust, and this Agreement.

“Claims” is defined in Section 2.6.

“Deed of Trust” is defined in Recital D.

“Eligible Household” means a household for which household Gross Income upon initial occupancy does not exceed eighty percent (80%) of AML.

“Gross Income” shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such Section may be revised from time to time.

“Indemnitees” is defined in Section 2.6.

“Loan Agreement” is defined in Recital B.

“Marketing and Management Plan” is defined in Section 6.5.

“Note” is defined in Recital D.

“Regulations” means Title 25 of the California Code of Regulations.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development in compliance with the Loan Agreement and the requirements set forth herein. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. For a term of fifty-five (55) years commencing upon the date of City’s issuance of a final certificate of occupancy or equivalent for the Project all of the residential units in the Project shall be rented to Eligible Households at Affordable Rents, or if vacant shall be available for occupancy by Eligible Households at Affordable Rents.

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail.

2.2 Rents; Over-Income Tenants. Rents payable by tenants of the Project shall be limited to Affordable Rents. Nothing in this Agreement is intended to preclude the Owner from participating in the Section 8 voucher program or other rent subsidy program pursuant to which

the rent charged for a unit may be set at a rate that is higher than Affordable Rent, provided that the portion of the rent payable by the tenant is limited to Affordable Rent.

If upon recertification of tenant incomes, Owner determines that a tenant has a household Gross Income that exceeds the qualifying income for Eligible Households, the tenant shall be permitted to continue to occupy the unit until the expiration of the term of the tenant's lease. Upon expiration of the tenant's lease and following six (6) months' written notice, such tenant shall be required to vacate the unit, and Owner shall rent the unit to an Eligible Household at an Affordable Rent.

In the event of inconsistency between the provisions of this Section 2.2 and rules applicable to the Project in connection with low-income housing tax credits, tax-exempt bonds, or other sources of public financing provided for the Project, the rules applicable pursuant to such financing source shall prevail.

2.3 Intentionally omitted.

2.4 No Condominium Conversion. Owner shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Preference for Displaced and Local Residents. To the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project or for tenant rent subsidies, in accordance with the City's Amended Local Preference Policy approved on October 28, 2014 by Resolution 2014, Owner shall give first priority in the rental of the residential units in the Project to Eligible Households that include at least one member who was displaced from their affordable housing located within the City because of substandard and/or unsafe living conditions resulting in Code enforcement proceedings by the City. Owner shall give second priority to Eligible Households that include at least one member who lives or works within the St. Helena Unified School District geographic boundaries. In the event there are fewer Eligible Household applicants that meet the criteria specified in this paragraph than there are available units, units shall be made available to members of the general public who are Eligible Households. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control if such provisions apply to the project due to Project financing sources.

2.5.2 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.3 Non-Discrimination. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition

that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

“Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(b) (1) In Leases, the following language shall appear:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status,

national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(c) In Contracts pertaining to management of the Project, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

2.6 Relocation. Persons residing on the Property as of the Effective Date of this Agreement shall not be displaced before suitable replacement housing is available. Owner shall ensure that all such occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable local, state and federal laws and regulations (collectively “**Relocation Laws**”) relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Owner.

Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the “**Indemnitees**”) harmless from and against all liability, loss,

cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising in connection with the breach of Owner's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Owner's indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of a dwelling unit in the Project, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

- (i) The identity of each household member; and
- (ii) The total household Gross Income;

Owner shall retain such certificates for not less than three (3) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of Project construction, by not later than April 1 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with Owner's certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total household Gross Income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1. Upon request of City, Owner shall allow City's Authorized Representative to inspect and copy all records documenting the source of household income.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Owner may satisfy the requirements of this Section that

pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

- (i) A Project income and expense statement for the reporting period;
- (ii) Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;
- (iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year; and
- (iv) Information on the status of the waiting list for units, including the number of households on the list and the number of persons on the list that meet the criteria set forth in Section 2.5.1; and

Prior to any draw from Project replacement reserves, Owner shall provide the information described in paragraph (iii) above to City together with a description of the specific capital replacements or repairs proposed to be undertaken and a budget for such expenditures, and Owner shall obtain City's written consent prior to withdrawing funds from Project reserves except in the event that emergency repairs are required. City shall review such proposal within fifteen (15) business days, and City shall not unreasonably withhold consent to withdrawals for capital repairs and replacements. Within sixty (60) days following the end of each fiscal year during the term of this Agreement, Owner shall provide to City a copy of the annual financial statements for the Project certified by Owner as accurate and complete, and if one has been prepared for the Project, audited financial statements prepared by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements. City may, from time to time request additional or different information, and Owner shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Owner shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Owner shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30) days shall be

reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

3.4.1 Owner shall provide City and its authorized agents and representatives reasonable access to any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions, during normal business hours of Owner and upon not less than three (3) business days' written notice.

3.4.2 With 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

3.5 Annual Monitoring Fee. Owner agrees to pay to City an annual fee in the amount of Five Hundred Sixty Dollars (\$560.00) (i.e., Seventy Dollars (\$70.00) per unit), increasing annually by three percent (3%) to offset City's costs to monitor compliance with this Agreement. The fee shall be payable on October 1 of each year during the term of this Agreement, commencing is the year following City's issuance of a final certificate of occupancy or equivalent for the Project.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the City's issuance of a final certificate of occupancy or equivalent for the Project, unless the term is extended by mutual agreement of the Parties.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof, as such may be extended pursuant to Section 4.1, regardless of (i) any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan or Note, or (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term as such may be extended pursuant to Section 4.1.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest,

transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. City shall have the right to review and approve the qualifications of the management entity proposed by Owner for the Project, and shall have the right to review and approve any agreement executed between Owner and the management entity, which approval shall not be unreasonably withheld. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties. City hereby approves CRYRAG Inc., a California corporation doing business as Crown Realty Property Management, as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld or delayed. Upon City determination and delivery of written notice to Owner that Owner has failed to operate the Project in accordance with this Agreement, City may, subject to any applicable cure period, require Owner to contract with a qualified management agent selected by City, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations.

Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security measures for the Project, including without limitation, the installation of adequate lighting and deadbolt locks.

6.3.1 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of St. Helena business license if required under local law. To the extent allowed by state and federal laws, Owner shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), or such additional time as is reasonably required to rectify the condition, then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All reasonable costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 8% per annum or the highest rate permitted by applicable law. City shall have a lien against the Property for the amount of such unpaid sums and shall have the right to record a Notice of Claim of Lien against the Property.

6.5 Marketing and Management Plan. Not later than ninety (90) days following commencement of construction of the Project, Owner shall submit for City review and approval, a plan for marketing and managing the Property ("**Marketing and Management Plan**" or "**Plan**"). The Marketing and Management Plan shall address in detail how Owner plans to market the Project to prospective Eligible Households in accordance with fair housing laws and this Agreement, including without limitation Sections 2.5 and 2.6, Owner's tenant selection criteria, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property and the Project. The Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with Project tenants. Owner shall abide by the terms of the Marketing and Management Plan in

marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed material modifications to City for review and approval.

In addition to the foregoing, the Marketing and Management Plan shall address the following:

- (a) The actions to be taken by Owner to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section 2.5 above;
- (b) Criteria for determining tenant eligibility, including certification of household income and size, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes) and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references, and criminal background investigations;
- (c) A requirement that eligible tenants be selected based on order of application, lottery or other reasonable method approved by City;
- (d) A requirement that eligible applicants be notified of eligibility and be provided an estimate regarding when a unit may be available;
- (e) A requirement that ineligible applicants be notified of the reason for their ineligibility;
- (f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;
- (g) Maintenance of a waiting list of eligible applicants;
- (h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;
- (i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;
- (j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit;
- (k) A detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;
- (l) A requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry;

- (m) A parking management plan which details, among other things, how parking spaces will be assigned, how guest parking will be handled and how parking will be managed to encourage tenants to use their assigned parking spaces;
- (n) Procedures for maintenance and management of the Project;
- (o) Procedures for dealing with tenant or neighborhood issues or concerns;
- (p) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs and handling net cash flow; and
- (q) Such other requirements and criteria/procedures as City may determine appropriate.

6.6 Approval of Amendments. If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, the proposed management agreement, or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.8 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit B, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.9 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the

requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Napa County. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request. Notwithstanding the foregoing, the City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the Financing Plan (as defined in the Loan Agreement) as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights, the rights set forth in Section 9.6 of the Loan Agreement, and to the extent applicable, address the matters addressed in Section 3.4(d) of the Loan Agreement.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, encumbrance, assignment (including, without limitation, any assignment for security purposes), or lease (collectively, “**Transfer**”) of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest in Owner of more than forty-nine percent (49%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision. Notwithstanding any contrary provision of this Agreement, City shall have the right to review and approve any proposed development services agreement for the Project, and any joint venture, partnership or similar agreement relating to development, ownership or management of the Project, and City’s prior written consent to any such agreement shall be required.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to the Loan Agreement; (iii) the lease of individual dwelling units to tenants

for occupancy as their principal residence in accordance with this Agreement; or (iv) assignments creating security interests for the purpose of financing the construction or permanent financing of the Project provided that such financing is provided by the lenders identified in the Financing Plan approved in accordance with the Loan Agreement and is consistent with the terms set forth in the approved Financing Plan as it may be updated with City approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.3 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 8.2):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement;

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request;

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement and the other City Loan Documents arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement;

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records; and

(v) If applicable, the final form of any financing, development services, joint venture, or partnership agreement, and any subsequent amendments of such agreements that affect City's economic interests under the City Documents shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

8.4 Effect of Transfer without City Consent. In the absence of specific written

agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Owner assigns or Transfers this Agreement, the Improvements, or the Property or undertakes any other Transfer (including without limitation any assignment for security or encumbrance of the Property) in violation of Section 8 and the Subsections thereof.

8.5 Recovery of City Costs. Owner shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within thirty (30) days following City's delivery to Owner of an invoice detailing such costs.

8.6 Encumbrances. Owner agrees to use best efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender other than City ("**Third-Party Lender**"), and any intercreditor agreement entered into between the City and any Third Party Lender(s) shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose City's Deed of Trust and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

8.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

- (i) The occurrence of a Transfer in violation of Section 8 hereof;
- (ii) Owner's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Owner to cure such default within five (5) days;
- (iii) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;
- (iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;
- (v) A default arises under the Loan Agreement, the Note, or the Deed of Trust and remains uncured beyond the expiration of any applicable cure period;
- (vi) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for fifteen (15) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

- (i) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- (ii) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;
- (iii). For violations of obligations with respect to rents for dwelling units in the Project, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;
- (iv). Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. Owner shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Owner that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of St. Helena

1480 Main Street
St. Helena, CA 94574
Attention: City Manager

Owner: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Time is of the Essence. Time is of the essence in the performance of this

Agreement.

11.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement and the Deed of Trust contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A and B, attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF ST. HELENA, a municipal corporation

By: _____

Print Name: _____

Title: _____

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

OWNER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED.

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 NAPA)

On _____, 20__, before me, _____, Notary Public, 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)

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 NAPA)

On _____, 20__, before me, _____, Notary Public, 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)

Exhibit A

PROPERTY

The real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Exhibit B**INSURANCE REQUIREMENTS**

Prior to initiating work on the Project and continuing through throughout the term of this Agreement, Owner shall obtain and maintain the following policies of insurance:

(a) a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) a comprehensive automobile liability coverage in the amount of Two Million Dollars (\$2,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Owner shall furnish or cause to be furnished to City evidence satisfactory to City that Owner and any contractor that has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

(d) Prior to funding of the Loan and continuing until issuance of a Certificate of Completion, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee.

(e) Upon completion of Project construction, Owner shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee as its interests may appear.

(f) Prior to funding of the Loan, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly

executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by City's Risk Manager, Owner shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(h) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(i) Coverage provided by Owner shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Owner shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

(j) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, City's Risk Manager. At the option of and upon request by City's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(k) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in the purchasing power of the dollar and the litigation climate in California. Within thirty (30) days following City's delivery of written notice of any such adjustments, Owner shall provide City with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

SECURED PROMISSORY NOTE
(Turley Flats)

\$700,000

St. Helena, California
_____, 2017

FOR VALUE RECEIVED, Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Borrower**”), promises to pay to the City of St. Helena, a municipal corporation (the “**City**”), in lawful money of the United States of America, the principal sum of Seven Hundred Thousand Dollars (\$700,000) or so much thereof as may be advanced by City pursuant to the Loan Agreement referred to below, together with interest on the outstanding principal balance in accordance with the terms and conditions described herein. Interest shall accrue on the principal balance of this Note outstanding from time to time at the rate of three percent (3.0%) simple interest per annum. Interest shall be calculated on the basis of a year of 365 days, and charged for the actual number of days elapsed.

This Secured Promissory Note (this “**Note**”) has been executed and delivered pursuant to and in accordance with an Affordable Housing Loan Agreement, dated as of the date hereof, executed by and between City and Borrower (the “**Loan Agreement**”), and is subject to the terms and conditions of the Loan Agreement, which is by this reference incorporated herein and made a part hereof. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

This Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (“**Deed of Trust**”) dated as of the date hereof, executed by Borrower for the benefit of City and encumbering the property described therein. City shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Deed of Trust, the Loan Agreement, and the other City Documents, including without limitation, that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of the date hereof, executed by and between City and Borrower and recorded in the Official Records of Napa County (the “**Regulatory Agreement**”). The rent restrictions and other requirements set forth in the Regulatory Agreement shall remain effective for the full term of the Regulatory Agreement and shall survive the repayment of this Note. The Loan Agreement, this Note, the Regulatory Agreement, and the Deed of Trust are collectively referred to herein as the “**City Documents**.”

1. PAYMENTS.

1.1 PAYMENT DATES; MATURITY DATE. Subject to Section 1.2 below, annual payments on this Note shall be payable on a residual receipts basis with twenty-five percent (25%) of all Surplus Cash (defined below) payable to City toward principal and accrued interest. Payments shall be credited first to any unpaid late charges and other costs and fees then due, then to accrued interest, and then to principal. In no event shall any amount due under this Note become subject to any rights, offset, deduction or counterclaim on the part of Borrower. The

entire outstanding principal balance of this Note, together with interest accrued thereon and all other sums accrued hereunder shall be payable in full on the date which is the thirtieth (30th) anniversary of the date of this Note (the “**Maturity Date**”).

1.2 ANNUAL PAYMENTS FROM SURPLUS CASH. Subject to the provisions of this Section, by no later than April 1 of each year following the issuance of a final certificate of occupancy or equivalent for the Project, Borrower shall pay to City twenty-five percent (25%) of Surplus Cash generated by the Project during the previous calendar year to reduce the indebtedness owed under this Note. If the County of Napa (“**County**”) provides a loan or grant in an amount equal to at least Six Hundred Thousand Dollars (\$600,000) to assist in financing development of the Project, City and County shall share fifty percent (50%) of Surplus Cash, with each such entity annually receiving twenty-five percent (25%) of Surplus Cash. Notwithstanding any contrary provision hereof, if County does not provide such financing, or at such time that the Borrower’s obligation to repay such County financing is either satisfied or forgiven, then the percentage of Surplus Cash annually payable to City shall increase to fifty percent (50%).

No later than February 1 of each year following the issuance of a final certificate of occupancy or equivalent for the Project, Borrower shall provide to City Borrower’s calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request, including without limitation, annual financial statements for the Project certified by Owner as accurate and complete, and if one has been prepared, an independent audit prepared for the Project by a certified public accountant. City shall have the right to inspect and audit Borrower’s books and records concerning the calculation of Surplus Cash, and to object within sixty (60) days from receipt of Borrower’s statement. Failure to timely object shall be deemed acceptance. If City does object, City shall specify the reasons for disapproval. Borrower shall have thirty (30) days to reconcile any disapproved item. If Borrower and City cannot agree on the amount of Surplus Cash, an independent auditor mutually selected by Borrower and City shall resolve any disputed items. The cost of the auditor shall be shared equally by Borrower and City.

No later than November 1 of each year following issuance of the final certificate of occupancy or equivalent for the Project, Borrower shall provide to City a projected budget for the following calendar year which shall include an estimate of Surplus Cash. City will review the proposed budget and, if acceptable, approve it, which approval shall not be unreasonably withheld, provided, however, if the proposed budget has not been rejected by City within 30 days of receipt, City shall be deemed to have accepted the budget. If the budget is not acceptable, City shall specify the reasons for disapproval. Once approved, any changes to the budget for discretionary items that exceed ten percent (10%) of the total budget shall require City’s prior written consent, which consent shall not be unreasonably withheld.

1.2.1 “**Surplus Cash**” shall mean for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses (defined below) for the Project. Surplus Cash shall also include net cash proceeds realized from any refinancing or other Transfer of the Project or Property or interest therein, less fees and closing costs reasonably incurred in connection with such refinancing or Transfer, and any City-approved uses of the net cash proceeds of the refinancing or other transaction.

1.2.2 “**Gross Revenue**” shall mean for each calendar year during the term hereof, all revenue, income, receipts and other consideration actually received from the operation and leasing of the Project. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; Section 8 payments or other rental subsidy payments received for the dwelling units; deposits forfeited by tenants; all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance not required to be paid to the holders of Approved Senior Loans (provided however, expenditure of such proceeds for repair or restoration of the Project shall be included within Annual Operating Expenses in the year of the expenditure); condemnation awards for a taking of part or all of the Property or the Improvements for a temporary period; and the fair market value of any goods or services provided to Borrower in consideration for the leasing or other use of any part of the Project. Gross Revenue shall include any release of funds from replacement and other reserve accounts to Borrower other than for costs associated with the Project. Gross Revenue shall not include tenant security deposits, loan proceeds, capital contributions or similar advances.

1.2.3 “**Annual Operating Expenses**” shall mean for each calendar year during term hereof, the following costs reasonably and actually incurred for the operation and maintenance of the Project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Project) on loans which have been approved in writing by the City and which are secured by deeds of trust senior in priority to the Deed of Trust (“**Approved Senior Loans**”); reasonable property management fees and reimbursements not to exceed fees and reimbursements which are standard in the industry and paid pursuant to a property management agreement approved by City; premiums for property damage and liability insurance; utility service costs not paid for directly or indirectly by tenants; maintenance and repair costs; fees for licenses and permits required for the operation of the Project; expenses for security services; advertising and marketing costs; payment of deductibles in connection with casualty insurance claims not paid from reserves; tenant services; the amount of uninsured losses actually replaced, repaired or restored and not paid from reserves; cash deposits into reserves for capital replacements in an amount no more than \$500 per unit per year or such greater amount as reasonably required by the holder of an Approved Senior Loan or as required by a physical needs assessment prepared by a third-party selected or approved by City and prepared at Borrower’s expense; cash deposits into operating reserves in an amount reasonably approved by the City or required by the holder of an Approved Senior Loan, but only if the accumulated operating reserve does not exceed four (4) months’ projected Project operating expenses; payments toward a developer fee in the maximum aggregate amount approved pursuant to the Financing Plan approved by City in accordance with the Loan Agreement, and other ordinary and reasonable operating expenses approved by City.

1.2.4 EXCLUSIONS FROM ANNUAL OPERATING EXPENSES. Annual Operating Expenses shall exclude the following: developer fees and interest on any deferred developer fees (except as permitted pursuant to Section 1.2.3); contributions to Project operating or replacement reserves, except as provided in Section 1.2.3; debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans

secured by deeds of trust which are subordinate to the Deed of Trust; depreciation, amortization, depletion and other non-cash expenses; expenses paid for with disbursements from any reserve account; capital expenditures unless approved in advance in writing by City; distributions to partners; any amount paid to Borrower, any principal of Borrower, or any entity controlled by the persons or entities in control of Borrower. Notwithstanding the foregoing limitation regarding payments to Borrower and related parties, the following fees shall be included in Annual Operating Expenses, subject to applicable limitations set forth in Section 1.2.3 above, even if paid to Borrower, an affiliate of Borrower, or a partner of Borrower: fees paid to a property management agent, resident services agent, or social services agent; and subject to Section 1.2.5, repayment of cash advances by Borrower or its principals to cover Project operating expense deficits or emergency cash needs of the Project. Payments to Borrower, its principals or affiliates in excess of the limitations set forth in Section 1.2.3 shall not be counted toward Annual Operating Expenses for the purpose of calculating Surplus Cash.

1.2.5 ADJUSTMENT TO OPERATING EXPENSES. Notwithstanding anything to the contrary set forth herein, for the purpose of calculating Surplus Cash, Annual Operating Expenses shall include: (a) the repayment of operating deficit loans provided by Borrower's principals provided however, interest payable on such loans may be included in Annual Operating Expenses only in an amount equal to the lesser of (i) interest accrued at the actual interest rate charged for the loan, and (ii) interest accrued at a rate equal to the Applicable Federal Rate.

1.3 Intentionally omitted.

1.4 DUE ON SALE; ENCUMBRANCE OR REFINANCING. The entire unpaid principal balance and all interest and other sums accrued hereunder shall be due and payable upon the Transfer (as defined in Section 8.1 of the Regulatory Agreement) absent the prior written consent of City, of all or any part of, or interest in, the Project or the Property (including without limitation, upon the refinancing of permanent financing for the Project) other than a Transfer permitted without City consent pursuant to the Regulatory Agreement. Without limiting the generality of the foregoing, this Note shall not be assumable without City's prior written consent, which consent may be granted or denied in City's sole discretion.

1.5 PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note, provided that each such prepayment is accompanied by accrued interest on the amount of principal prepaid calculated to the date of such prepayment. Prepayments shall be applied first to any unpaid late charges and other costs and fees then due, then to accrued but unpaid interest, and then to principal. The Regulatory Agreement shall remain in full force for the entire term thereof regardless of any prepayment of this Note.

1.6 MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to City at 1480 Main Street, St. Helena, CA 94574 or such other place as City shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by City in writing.

2. DEFAULTS AND REMEDIES.

2.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an event of default hereunder (“**Event of Default**”):

(A) Borrower fails to pay when due the principal and interest payable hereunder and such failure continues for ten (10) days after City notifies Borrower thereof in writing.

(B) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), Borrower or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower, or any general partner thereof, in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(C) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower, or any general partner thereof, or substantially all of such entity’s assets, (iii) orders the liquidation of Borrower or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within sixty (60) days after its issuance.

(D) The occurrence of a Transfer in violation of the Loan Agreement or the Regulatory Agreement.

(E) A default arises under any debt instrument secured by a mortgage or deed of trust on the Project or the Property and remains uncured beyond any applicable cure period such that the holder of such instrument has the right to accelerate payment thereunder.

(F) Borrower fails to maintain insurance on the Property and the Project as required pursuant to the City Documents and Borrower fails to cure such default within five (5) days.

(G) Subject to Borrower’s right to contest the following charges pursuant to the City Documents, if Borrower fails to pay taxes or assessments due on the Property or the Project or fails to pay any other charge that may result in a lien on the Property or the Project, and Borrower fails to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon.

(H) If any representation or warranty contained in any City Document, or any certificate furnished in connection therewith, or in connection with any request for disbursement of the proceeds of the Loan proves to have been false or misleading in any material adverse respect when made and continues to be materially adverse to the City.

(I) An Event of Default shall have been declared under the Loan Agreement or any other City Document, including without limitation, the Regulatory Agreement, and remains uncured beyond the expiration of the applicable cure period.

2.2 REMEDIES. Upon the occurrence of an Event of Default hereunder, City may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it under applicable law, and (iii) exercise any and all rights and remedies available to City under this Note and the other City Documents, including without limitation the right to pursue foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of City including, without limitation, reasonable attorneys' fees, incurred in connection with City's enforcement of this Note and the exercise of any or all of its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of City under this Note shall be cumulative and not alternative.

2.3 DEFAULT RATE. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "**Default Rate**"); provided however, if any payment due hereunder is not paid when due, the Default Rate shall apply commencing upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

3. MISCELLANEOUS.

3.1 WAIVERS; AMENDMENTS; BORROWER'S WAIVERS. No waiver by City of any right or remedy under this Note shall be effective unless in a writing signed by City. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by City will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by City will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of City to take further action without notice or demand as provided in this Note. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and City.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

3.2 NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 12.3 of the Loan Agreement.

3.3 SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 GOVERNING LAW; VENUE. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Any legal action filed in connection with this Note shall be filed in the Superior Court of Napa County, California, or in the Federal District Court for the Northern District of California.

3.5 PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of City and its successors and assigns.

3.6 SECTION HEADINGS, CONSTRUCTION. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation.

3.7 RELATIONSHIP OF THE PARTIES. The relationship of Borrower and City under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make City the partner or joint venturer of Borrower.

3.8 TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first written above.

BORROWER:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attn: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (“**Deed of Trust**”) is made as of _____, 2017, by Calistoga Affordable Housing, Inc., a California nonprofit public benefit corporation (“**Trustor**”) to First American Title Company as trustee (“**Trustee**”), for the benefit of the City of St. Helena, a municipal corporation (“**Beneficiary**”).

RECITALS

A. Trustor owns fee simple title to the land described in Exhibit A attached hereto and incorporated herein by this reference (the “**Land**”). The Land is located in the City of St. Helena, Napa County, California. Trustor intends to develop, own and operate an affordable multifamily residential development on the Land (the “**Project**”).

B. Beneficiary and Trustor have entered into an Affordable Housing Loan Agreement dated as of the date hereof (the “**Loan Agreement**”) pursuant to which Beneficiary will provide a loan to Trustor in the amount of up to Seven Hundred Thousand Dollars (\$700,000) (the “**Loan**”) for the purpose of partially financing development of the Project. Trustor has issued to Beneficiary a Secured Promissory Note dated as of the date hereof (the “**Note**”) to evidence Trustor’s obligation to repay the Loan.

C. Trustor and Beneficiary have also executed an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the “**Regulatory Agreement**”), dated as of the date hereof, and which will be recorded in the Official Records of Napa County substantially concurrently herewith. Among other provisions, the Regulatory Agreement requires the residential units in the Project to be rented to Eligible Households at Affordable Rents (as defined in the Regulatory Agreement).

D. As a condition precedent to Beneficiary’s agreement to make the Loan, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure repayment of the Note and performance of Trustor’s obligations under the Loan Documents (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

a. All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

b. All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

c. All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

d. All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

e. All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

f. All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

g. All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, “**Plans**”); and

h. All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with development of the Land and construction of the Improvements (collectively, “**Financing**”).

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the “**Property**.”

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the “**Secured Obligations**”): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the Loan Documents (defined below); (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary’s interests under this Deed of Trust or any other Loan Document as such may be modified, supplemented, amended, renewed or extended. The Note, the Loan Agreement, the Regulatory Agreement, and this Deed of Trust are hereinafter collectively referred to as the “**Loan Documents**.”

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys’ fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary’s right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust,

Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. Trustor intends this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "UCC"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Trustor's interest as lessor in any present

or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Napa County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1 Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds a fee simple interest in the Land and the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the Loan Documents, Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) this Deed of Trust creates a valid lien on Trustor's entire interest in the Property subject only to encumbrances of record and senior liens permitted pursuant to the Loan Documents or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"); (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property or any part thereof on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 10.2.

7.2 Condition of Property. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and except as disclosed to Beneficiary in writing, no condition on the Land violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ii) except as disclosed to Beneficiary in writing, no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) except as disclosed to Beneficiary in writing, there are no threatened or pending actions, suits, or administrative proceedings against

or affecting the Property or any portion thereof or the interest of Trustor in the Property; (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v) Trustor has not received any notice from any insurer of defects of the Property which have not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

7.3 Authority. Trustor represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's current actual knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.4 Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and all interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations or the Loan Documents in accordance with the respective terms thereof.

7.5 Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use the proceeds of the Loan (the "**Loan Proceeds**") solely for purposes authorized by the Loan Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and the Improvements solely for purposes authorized by the Loan Documents, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Loan Documents.

7.6 Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property, any part thereof, or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered in violation of the Loan Documents or if any other Transfer (as defined in the Loan Documents) occurs in violation of the

Loan Documents. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

7.7 Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Loan Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the Loan Proceeds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following two business days prior notice.

7.8 Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust.

7.10 Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured against loss by fire, vandalism and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy shall be written on a full replacement value basis and shall name Beneficiary as loss payee as its interest may appear. The full replacement value of the improvements to be insured shall be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, either the Trustor or the Beneficiary shall have the right to notify the other party that it elects to have the replacement value redetermined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor; provided however, if Trustor is not in default under the Loan Documents, the proceeds shall be released to Trustor to repair or rebuild the Project. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding anything to the

contrary set forth herein, provided that Trustor is not in default under any Loan Document, Trustor shall be permitted to use the proceeds of insurance to rebuild the Improvements.

7.10.1 Trustor shall at all times during the term hereof, maintain insurance coverage in the amounts and in accordance with the requirements specified in the Loan Documents, and shall otherwise comply with all requirements pertaining to insurance specified in Article X of the Loan Agreement, the Regulatory Agreement, or this Deed of Trust.

7.10.2 Trustor shall file with Beneficiary prior to the commencement of the term hereof, certificates (or such other proof as Beneficiary may require, including without limitation, copies of the required insurance policies) evidencing each of the insurance policies and endorsements thereto as required by this Section, and such certificates (or policies) shall provide that at least thirty (30) days' prior written notice shall be provided to Beneficiary prior to the expiration, cancellation or change in coverage under each such policy.

7.10.3 If any insurance policy required hereunder is canceled or the coverage provided thereunder is reduced, Trustor shall, within five (5) days after receipt of written notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Beneficiary a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Beneficiary may, without further notice and at its option, procure such insurance coverage at Trustor's expense, and Trustor shall promptly reimburse Beneficiary for such expense upon receipt of billing from Beneficiary.

7.10.4 The insurance policies required hereunder shall be issued by insurance companies authorized to do business in the State of California with a financial rating of at least A VII status as rated in the most recent edition of Best's Key Rating Guide. Each policy of insurance shall contain an endorsement requiring the insurer to provide at least thirty (30) days written notice to Beneficiary prior to change in coverage, cancellation or expiration thereof.

7.11 Hazardous Materials. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof to the current actual knowledge of Trustor: (i) the Land is free and has always been free of Hazardous Materials (as defined below) and is not and has never been in violation of any Environmental Law (as defined below); (ii) there are no buried or partially buried storage tanks located on the Land; (iii) Trustor has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Land are or have ever been in violation of any Environmental Law or informing Trustor that the Land is subject to investigation or inquiry regarding Hazardous Materials on the Land or the potential violation of any Environmental Law; (iv) there is no monitoring program required by the Environmental Protection Agency or any other governmental agency concerning the Land; (v) no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under or at the Land, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or any other means; (vi) the Land has never been used as a dump or landfill; and (vii) Trustor has disclosed to Beneficiary all information, records, and studies in Trustor's possession or reasonably available to Trustor relating to the Land concerning Hazardous Materials.

Trustor shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, stored or used in, on, under, or about the Land by Trustor, its agents, employees, contractors or invitees except for incidental supplies ordinarily used in connection with the construction, rehabilitation, repair, and operation of residential developments and in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Land, Trustor shall promptly take all actions at its sole expense as are necessary to comply with all Environmental Laws (as defined below).

To the fullest extent permitted by law, Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold Beneficiary and its elected and appointed officials, officers, agents and employees (collectively, “**Indemnitees**”) harmless from and against any and all loss, claim, liability, damage, demand, judgment, order, penalty, fine, injunctive or other relief, cost, expense (including reasonable fees and expenses of attorneys, expert witnesses, and other professionals advising or assisting Beneficiary), action, or cause of action (all of the foregoing, hereafter individually “**Claim**” and collectively “**Claims**”) arising in connection with the breach of Trustor’s covenants and obligations set forth in this Section 7.11 or otherwise arising in connection with the presence or release of Hazardous Materials in, on, under, or from the Property. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of Hazardous Materials, all costs of determining whether the Land is in compliance with Environmental Laws, all costs associated with bringing the Land into compliance with all applicable Environmental Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources.

Without limiting the generality of the foregoing, Trustor shall, at Trustor’s own cost and expense, do all of the following:

- a. pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnites in any legal or administrative proceeding incident to any matters against which Indemnites are entitled to be indemnified under this Deed of Trust;
- b. reimburse Indemnites for any expenses paid or incurred in connection with any matters against which Indemnites are entitled to be indemnified under this Deed of Trust; and
- c. reimburse Indemnites for any and all expenses, including without limitation out-of-pocket expenses and fees of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnites of their rights under this Deed of Trust, or in monitoring and participating in any legal or administrative proceeding.

Trustor’s obligation to indemnify the Indemnites shall not be limited or impaired by any of the following, or by any failure of Trustor to receive notice of or consideration for any of the following: (i) any amendment or modification of any Loan Document; (ii) any extensions of time for performance required by any Loan Document; (iii) any provision in any of the Loan Documents limiting Beneficiary’s recourse to property securing the Secured Obligations, or limiting the personal liability of Trustor, or any other party for payment of all or any part of the

Secured Obligations; (iv) the accuracy or inaccuracy of any representation and warranty made by Trustor under this Deed of Trust or by Trustor or any other party under any Loan Document, (v) the release of Trustor or any other person, by Beneficiary or by operation of law, from performance of any obligation under any Loan Document; (vi) the release or substitution in whole or in part of any security for the Secured Obligations; and (vii) Beneficiary's failure to properly perfect any lien or security interest given as security for the Secured Obligations.

The provisions of this Section 7.11 shall be in addition to any and all other obligations and liabilities that Trustor may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether Beneficiary or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the Loan Documents or applicable law. The obligations of Trustor to indemnify the Indemnitees under this Section shall survive any repayment or discharge of the Secured Obligations, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Deed of Trust.

Without limiting any of the remedies provided in this Deed of Trust, Trustor acknowledges and agrees that each of the provisions in this Section 7.11 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Trustor relating to real property security (the "**Environmental Provisions**"), and that Trustor's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Beneficiary to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

"**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section

25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any “Superfund” or “Superlien” law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

“**Environmental Law**” means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to any Hazardous Material (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

7.12 Notice of Claims; Defense of Security; Reimbursement of Costs.

a. Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars (\$50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three (3) business days of Trustor’s receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

b. Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

c. Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.18 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

d. Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.13 Indemnification. To the fullest extent permitted by law, Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold harmless the Trustee and the Indemnitees (as defined in Section 7.11) from and against all Claims arising directly or indirectly in any manner in connection with or as a result of (a) any breach of Trustor's covenants under any Loan Document, (b) any representation by Trustor in any Loan Document which proves to be false or misleading in any material respect when made, (c) injury or death to persons or damage to property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Trustor or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnatee which relates to or arises out of the Property, or any Loan Document or any transaction contemplated thereby, or any failure of Trustor to comply with all applicable state, federal and local laws and regulations applicable to the Property, provided that no Indemnatee shall be entitled to indemnification under this Section for matters caused by such Indemnatee's gross negligence or willful misconduct. The obligations of Trustor under this Section shall survive the repayment of the Loan and shall be secured by this Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Trustor under this Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure, and any release or reconveyance of this Deed of Trust.

7.14. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste

committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 7.14 and agrees that Trustor shall assert no claim related to any of the foregoing against Beneficiary.

7.15 Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys to any indebtedness secured hereby in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding the foregoing, so long as the value of Beneficiary's lien is not impaired, insurance and/or condemnation proceeds may be used to repair and/or restore the Project.

7.16 Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.17 Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.18 Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor if Trustor fails to do so in the time provided for cure, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining

insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

7.19 Intentionally omitted.

8. Default and Remedies.

8.1 Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events.

- a. Beneficiary's declaration of an Event of Default under any Loan Document, subject to the expiration of any applicable cure period set forth in such document;
- b. Trustor fails to perform any monetary obligation that arises under this Deed of Trust or any other Loan Document (other than an obligation enumerated in this Section 8.1), and does not cure that failure within fifteen (15) days following written notice from Beneficiary or Trustee;
- c. If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.6 hereof or if any other Transfer occurs in violation of the Loan Documents and Trustor fails to rescind such conveyance or otherwise cure such breach within the time period specified in paragraph j below;
- d. Trustor fails to maintain the insurance coverage required under the Loan Documents, or otherwise fails to comply with the requirements of Section 7.10 hereof and Trustor fails to cure such default within the applicable time specified in Section 7.10;
- e. Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay when due any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such tax or other lien has the right to foreclose thereon.
- f. Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Loan Document proves to have been false or misleading in any material adverse respect when made;
- g. If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy**

Law”), Trustor or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

h. If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Trustor or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof or substantially all of such entity’s assets, (iii) orders the liquidation of Trustor or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

i. The holder of any other debt instrument secured by a mortgage or deed of trust on the Property or part thereof declares an event of default thereunder and exercises a right to declare all amounts due under that debt instrument immediately due and payable, subject to the expiration of any applicable cure period set forth in such holder’s documents; or

j. Trustor fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within fifteen (15) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary’s reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than sixty (60) days following receipt of notice of default.

8.2 Remedies. Subject to the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any Loan Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary’s rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys’ fees and costs.

a. Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

b. Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

c. Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

d. UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

e. Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

f. Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3 Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may

postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the Loan Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

- a. First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.12(c); and
- b. Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

8.4 Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under the Loan Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the

obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisal, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1 Additional Provisions. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and the Property.

10.2 Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (a) personal delivery, in which case notice shall be deemed delivered upon receipt; (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail; or (c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier.

TRUSTOR: Calistoga Affordable Housing, Inc.
1332 Lincoln Avenue
Calistoga, CA 94515
Attention: Executive Director

BENEFICIARY: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Manager

With a copy to: Burke Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612
Attn: Susan E. Bloch, Esq.

10.3 Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4 Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Napa County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5 Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6 Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Loan Documents. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7 Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8 Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or

taken by Beneficiary's City Manager or by any person who shall have been designated by Beneficiary's City Manager, without further approval by the governing board of Beneficiary.

10.9 Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

10.10 Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

CALISTOGA AFFORDABLE HOUSING, INC.,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED.

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 NAPA)

On _____, 20__, before me, _____, Notary Public, 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)

Exhibit A

LAND

The real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

COMMENCING at a point on the Southeastern line of Pope Street, distant thereon 126 feet and 7 inches Northeasterly from the point of intersection thereof with the centerline of the main tract of the Southern Pacific Railroad Company; running thence Northeasterly, along said line of Pope Street, 50 feet to the Southwestern line of the lot of land heretofore conveyed to Emma R. Davis Mooney by Deed recorded February 25, 1889, in Book 45 of Deeds at page 73, said Napa County Records; thence Southeasterly along the Southwestern line of lot conveyed to Mooney, 150 feet, more or less, to the middle of Sulphur Springs Creek; thence up the middle of said creek, in a southwesterly direction, 50 feet, more or less, to the intersection thereof with a line drawn Southeasterly through the point of commencement and parallel with the Southwestern line of said lot conveyed to Mooney above referred to; thence Northwesterly, along last mentioned line, 180 feet more or less, to the point of commencement.

APN: 009-090-003

Napa County Agreement No. _____

City of St. Helena Agreement No. _____

RHNA TRANSFER AGREEMENT FOR THE TURLEY FLATS PROJECT

This RHNA Transfer Agreement (the "Agreement") is made and entered into as of June ____, 2017 by and between the County of Napa, a political subdivision of the state of California (the "County") and the City of St. Helena, a municipal corporation (the "City").

WHEREAS, the City and the County share a mutual commitment to encourage land use policies that preserve agricultural uses and that focus new development in urbanized areas; and

WHEREAS, the City and the County also share a mutual commitment to cooperate toward pooling available resources in order to meet the housing needs of the County, including those regional housing needs identified by the California Department of Housing and Community Development ("HCD") and the Association of Bay Area Governments ("ABAG"); and

WHEREAS, pursuant to housing element law (Government Code Sections 65580 et seq.), ABAG periodically prepares a Regional Housing Needs Allocation ("RHNA"), which specifies the existing and projected need for housing in each city and county in the San Francisco Bay Area, including Napa County and all cities in Napa County; and

WHEREAS, pursuant to Government Code Section 65588, the housing element of each city and county must be periodically revised, and prior to each required housing element revision, ABAG must adopt a revised RHNA, which is utilized by the County and the City in revising their housing elements; and

WHEREAS, the next required revision to the housing elements of the City and the County is designated as the "sixth" required revision by Government Code Section 65588 and will be due in approximately 2023; and

WHEREAS, City and County each award City affordable housing funds and County housing fund monies, respectively, for the development of affordable housing in Napa County as a whole; and

WHEREAS, a proposed affordable housing project located in the City of St. Helena and known as the "Turley Flats" project (the "Project"), as described in Exhibit "A" attached to this Agreement, is to be developed by Calistoga Affordable Housing, Inc., a California non-profit corporation (the "Developer"); and

WHEREAS, the Developer of the Project has submitted an application to the County for a loan from the County's Affordable Housing Fund (the "Housing Fund") to assist in the development of such housing; and

WHEREAS, subject to the terms of this Agreement, the City supports the Project's application for an award of monies from the Housing Fund, and is also awarding City affordable housing funds toward the development of the Project; and

WHEREAS, the County by Resolution No. 2017-60 adopted April 4, 2017 has awarded Six Hundred Fifty Thousand Dollars (\$650,000) to the Project from the County's Housing Fund, and the City on January 31, 2017 awarded Seven Hundred Thousand Dollars (\$700,000) to the Project from its affordable housing fund, which results in a proportionate award of Forty-Eight Percent (48%) of public funding from the County and Fifty-Two Percent (52%) of public funding from the City; and

WHEREAS, the Project proposes a total of eight (8) affordable housing units (the "Affordable Units"), all of which will benefit from funds contributed by the City and the County; and

WHEREAS, to promote the City's and County's mutual commitment to focusing new development in urbanized areas, the County requires that, as a condition of funding those projects located in the incorporated municipalities within the County of Napa, the City must agree to increase its share of the regional housing needs pursuant to Government Code Section 65584.07 (or successor provision) in the next RHNA cycle to be adopted by ABAG, so that the County's share of the RHNA shall be reduced.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSIDERATION SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Transfer of a Portion of the County's RHNA. The City hereby agrees to increase its share of the RHNA adopted for the sixth required revision of the housing element by Two (2) dwelling units so that the RHNA of the County shall be reduced by Two (2) dwelling units. If the County and the City form a subregion pursuant to Government Code Section 65584.03 or any successor statute to determine the RHNA of the County and the City, then the RHNA prepared by the subregion shall initially be made without reference to this Agreement, and following initial adoption of the RHNA by the subregion, the City's share of the RHNA shall be increased by Two (2) dwelling units, and the County's share of the RHNA shall be reduced by Two (2) dwelling units. The Two (2) dwelling units to be allocated in accordance with this Agreement shall be apportioned among very low income, low income, moderate income, and above moderate income housing, pursuant to Government Code Section 65584.07(a).
2. Award of Housing Fund Monies. The County has agreed to award Six Hundred Fifty Thousand Dollars (\$650,000) from its housing trust fund to the Project (the "Loan") and has accordingly adopted Resolution No. 2017-60 awarding the Loan to the Developer on the condition that the City and the County enter into this Agreement. The City's obligation to increase its share of the RHNA as set forth in this Agreement is subject to the conditions precedent of: (a) the County's funding of the Loan to the Developer, and (b) upon the Developer

obtaining building permits for the construction of the Affordable Units for the Project. If, for any reason, the Developer defaults on the Loan, or the County is forced for other reasons to recall the Loan, the City's obligation to increase its share of RHNA units and to comply with the provisions of this Agreement shall continue.

3. Compliance with Government Code Section 65584.07. The increase in the City's share of the RHNA and the reduction in the County's share of the RHNA as provided herein is made pursuant to Government Code Section 65584.07 and any successor statute relating to transfer of a jurisdiction's RHNA, and the parties agree that the County's RHNA shall be reduced, and the City's RHNA shall be increased, in the manner required by these statutes. Accordingly, the City and the County shall take all steps necessary to comply with Government Code Section 65584.07 to implement this Agreement, including but not limited to, providing the appropriate documentation to ABAG and to HCD or any other agency if required. The parties agree to work together to obtain ABAG approval of the RHNA transfer included in this Agreement. The City further agrees that it will utilize the revised RHNA that includes the transfer of the dwelling units covered under this Agreement from the County to the City in preparing the sixth revision to its housing element as required by Government Code Section 65888. As soon as ABAG approves the reduction in the County's share of the RHNA and the increase in the City's share of the RHNA, the parties shall use the revised RHNA in preparing the sixth revision to their housing elements and shall adopt the sixth revisions in compliance with all laws.

4. Annual Report. In preparing the annual report required by Government Code Section 65400, the City shall report the assistance provided by the Housing Fund when reporting on the Project.

5. Warranty of Legal Authority. Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be null and void.

6. Assignment/Delegation. Neither party hereto shall assign, or transfer any benefit or obligations of this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

8. Waiver. Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

9. Notices. Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

City of St. Helena

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

With copy to:

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

County of Napa:

Napa County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

With copy to:

Deputy County Executive Officer
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

10. Entire Agreement. This document is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

11. Amendment. This Agreement may only be amended in writing by an amendment authorized by the City Council and the County Board of Supervisors.

12. Recitals Adopted. The parties hereby agree to, and adopt, the Agreement recitals as portions of the Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

ATTEST: By: _____ Gladys I. Coil, Clerk of the Board of Supervisors Date: _____	COUNTY OF NAPA By: _____ Belia Ramos Chair, Napa County Board of Supervisors Date: _____
APPROVED AS TO FORM: County Counsel By: _____ Silva Darbinian, Deputy County Counsel Date: _____	
ATTEST: By: _____ Cindy Black, City Clerk Date: _____	CITY OF ST. HELENA By: _____, Title: _____ Date: _____
APPROVED AS TO FORM: By: _____ Thomas B. Brown, City Attorney Date: _____	

Attachment A

The Turley Flats Project will consist of 8 units in the City of St. Helena. The project will target individuals and families earning 80% of the area median income for Napa County.

Below is a description of the property:

Site Address	1105 Pope Street, St. Helena	AP Number	009-090-003
Ownership Status	Calistoga Affordable Housing, Inc.	Census tract ¹	2016.01
Parcel Size	9,525 sq. ft.	Zoning/GP	1) Zoning: MR

¹ Found at <http://www.ffiec.gov/Geocode/default.aspx> or <https://www.cdfifund.gov/myCDFI/index.asp>

City Council



Project: Calistoga Affordable Housing Turley
Flats Affordable Housing Trust Fund Loan

Address: 1105 Pope Street

Project Description

- Review and action on proposed modifications to the previously approved Turley Flats Loan Agreement governing the loan of \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats 8-unit affordable housing project; and
- Review and action on proposed modifications to the previously approved Turley Flats Regulatory Agreement governing the affordability levels for the units in the Turley Flats 8-unit affordable housing project.; and
- Review and action on a Relocation Plan for the previous tenants of the existing home on the Turley Flats development site; and
- Review and action on 1. An Indemnification Agreement between the County of Napa and the City; 2. A proposed Inter-Creditor and Subordination Agreement between the County of Napa and the City; and 3. A proposed RHNA Transfer Agreement between the County of Napa and the City which proposes to transfer 2-RHNA units from the County to the City in the next Housing Element cycle, (beginning in approximately 2023).

Project History

October 23, 2012-July 9, 2013- City Council adopted Resolutions 2012-87 & 2013-49 providing CAH support with the anticipated fees for the Turley Flats project.

August 20, 2013, the Planning Commission approved the Turley Flats affordable housing project.

October 14, 2014-January 31, 2017, the City Council adopted multiple Resolutions approving a total loan allocation of \$700,000 from the City's AHTF for the Turley Flats project, at 3% interest.

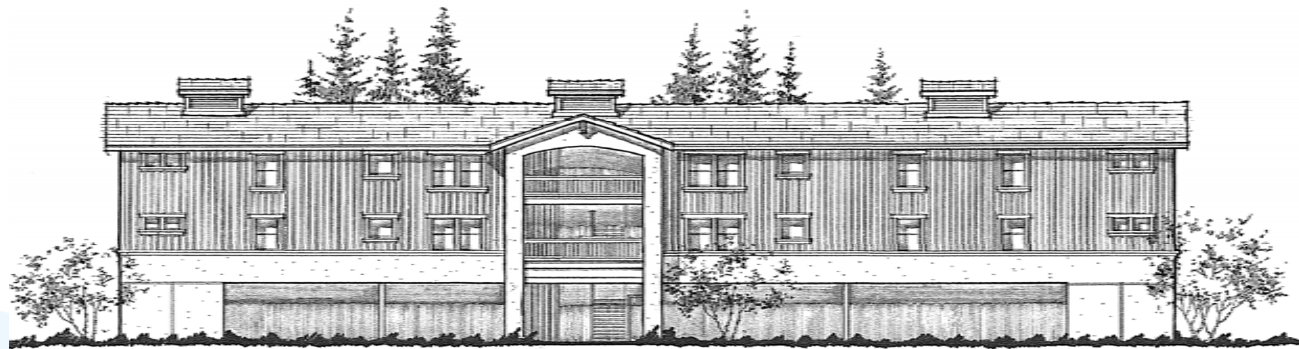
April 4, 2017, the Napa County Board of Supervisors approved a separate loan of \$650,000 to cover the outstanding construction costs for the Turley Flats project. However, there were several stipulations in the County's loan documents that were inconsistent with the loan documents adopted by the City.

Project Design

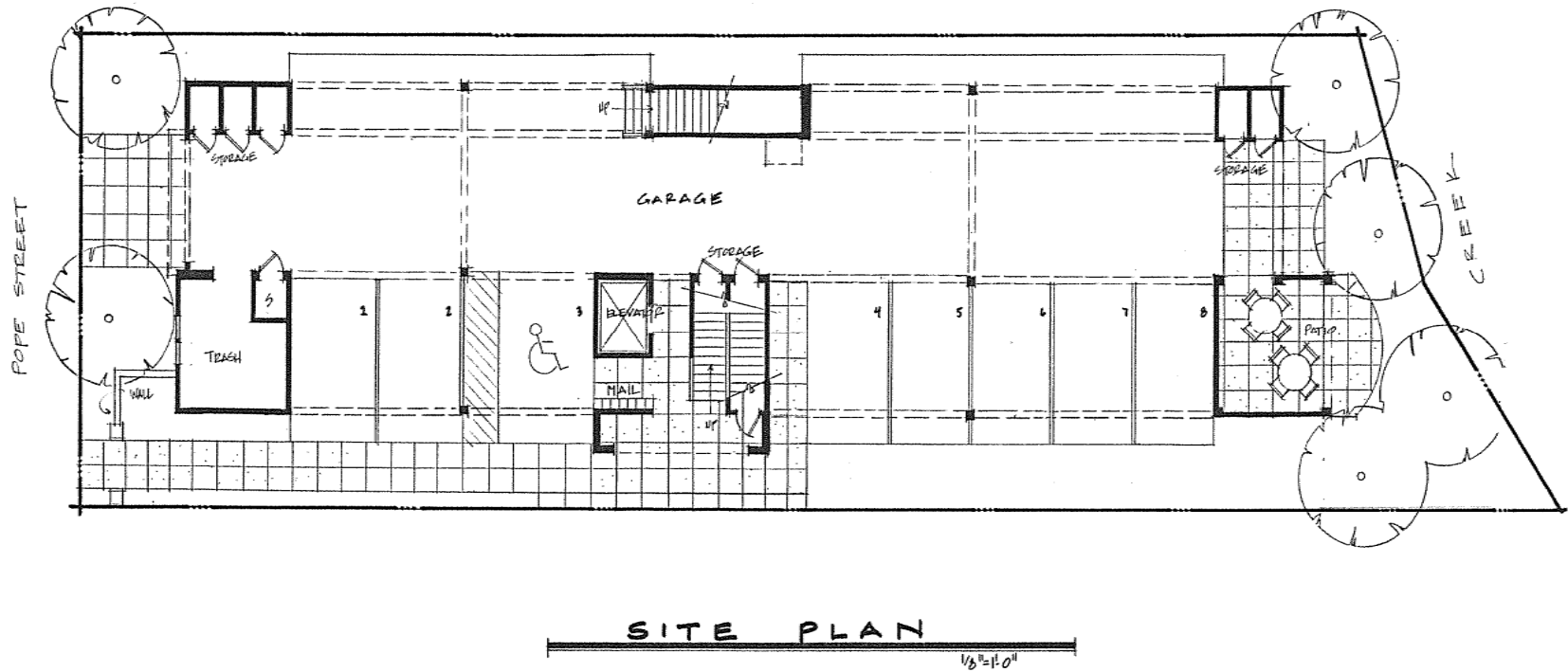
- 8-Units
- 3-Stories
- 2 bd and 3 bd
- Moderate
Low or
Very low



POPE STREET ELEVATION
Scale 1/8"=1'-0"



Project Design



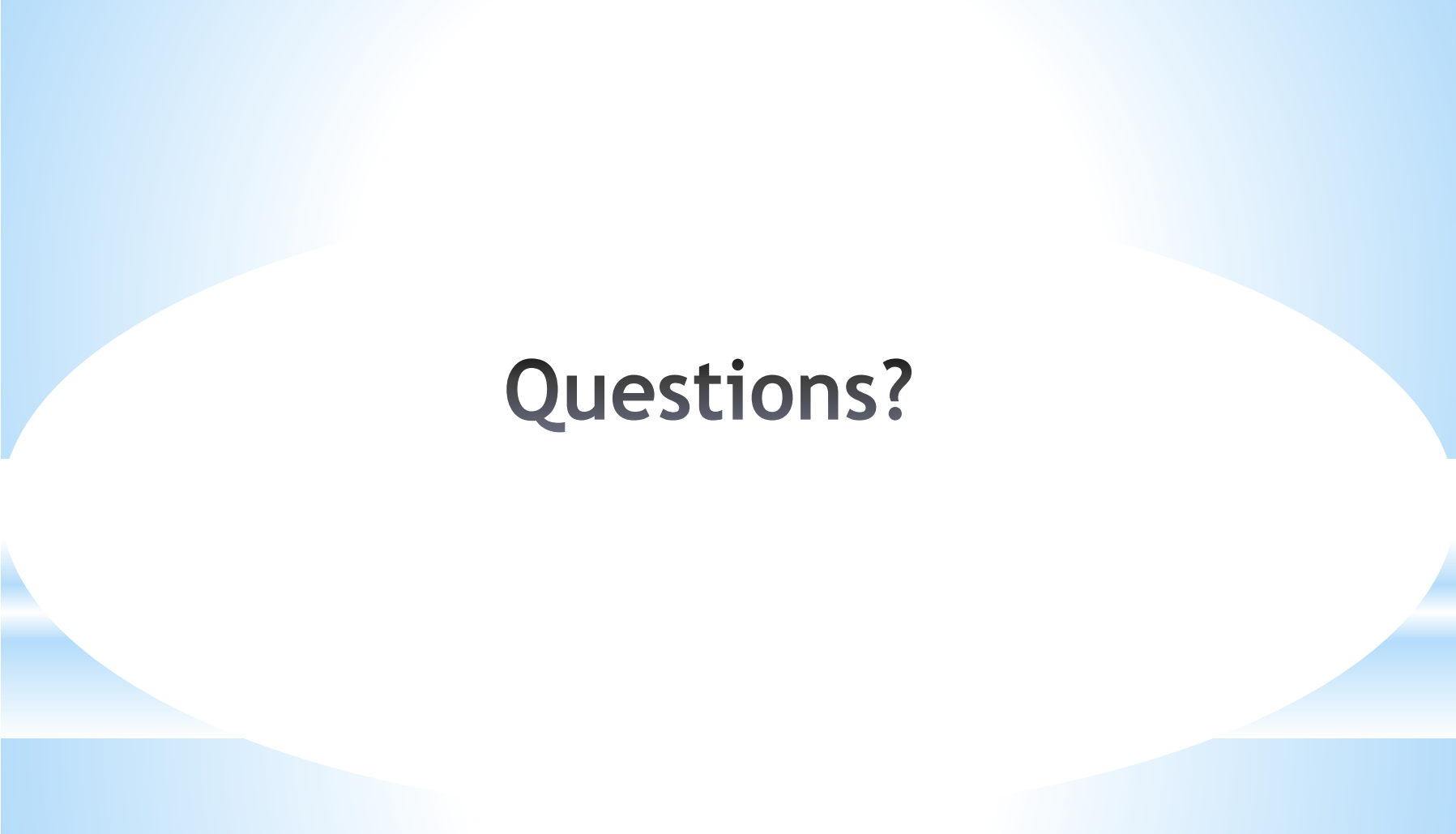
Discussion

- **Loan Agreement**
 - **\$100k hold-back vs bond for public improvements**
 - **Contingencies-\$60k Remaining**
 - **Payments Based on Requisitions & Invoices**
- **Regulatory Agreement**
 - **Moderate Income vs. Low Income & Legal Requirements**
- **Relocation Plan-Previous Tenants Legally Entitled**
- **Indemnification Agreement-Indemnify County**
- **Inter-Creditor and Subordination Agreements-\$90k & Pari Passu**
- **RHNA Transfer Agreement-2 Units in next cycle (2023)**

Recommendation

It is recommended by the Planning and Community Improvement Department, that the City Council:

- 1. Review and approve the proposed modifications to the previously approved Turley Flats Loan Agreement governing the loan of \$700,000 from the Affordable Housing Trust Fund to Calistoga Affordable Housing for the Turley Flats 8-unit affordable housing project.**
- 2. Review and approve the proposed modifications to the previously approved Turley Flats Regulatory Agreement governing the affordability levels for the units in the Turley Flats 8-unit affordable housing project.**
- 3. Review and approve the Relocation Plan for the previous tenants of the existing home on the Turley Flats development site.**
- 4. Review and approve an Indemnification Agreement between the County of Napa and the City of St Helena indemnifying the County from certain legal obligations arising with regard to the relocation of residents of the Turley Flats Affordable Housing project.**
- 5. Review and approve the proposed Inter-Creditor and Subordination Agreement between the County of Napa and the City of St Helena.**
- 6. Review and approve the proposed RHNA Transfer Agreement between the County of Napa and the City of St Helena which proposes to transfer 2-RHNA units from the County to the City in the next Housing Element cycle, which begins in approximately 2023.**



Questions?



Report to the City Council
Council Meeting of May 23, 2017

Agenda Section: New Business

Subject: Review and Discussion of Our Town St Helena
Conceptual Development Proposal for 1572 and 1574
Railroad Avenue

CEQA Determination: If a development project application is filed as a result
of this, or future discussions, that application will be
fully analyzed under the requirements of CEQA.

Prepared By: 

Reviewed By:

Approved By: 

BACKGROUND

On May 28, 2017, Mary Stephenson of Our Town St Helena (OTSH) presented the City Council with a conceptual proposal to construct affordable housing units on the City owned property at 1572 and 1574 Railroad Avenue during the public comment period of the meeting. In response, the City Council directed staff to agendize a discussion of the conceptual proposal to allow additional Council discussion of the concept.

DISCUSSION

Background

1572 and 1574 Railroad Avenue is an approximately 0.93 acre parcel designated as Office by the St Helena General Plan and zoned Business and Professional Office consistent with that designation. The property is currently developed with an office building (1572 Railroad Ave) and the St Helena Teen Center (1574 Railroad Ave). The office building is leased by St Helena Hospital for \$8,055.43 per month, or \$96,665.16 annually with an annual increase based on the Consumer Price Index (CPI). In

addition, the property is developed with a 90'-tall telecommunications tower which is also owned by the City of St Helena, but is leased to cellular communications companies, currently the lease rate is \$4,469.00 per month, or \$53,628 annually, also with an annual CPI increase.

OTSH has received a grant to facilitate the development of 19 affordable housing units. The City of St Helena donated an approximately 0.5 acre property located at 684 McCorkle (which was purchased with Affordable Housing Trust Fund monies) to aid OTSH with the construction of 8 of these units. OTSH is now seeking property to facilitate the construction of the remaining units and has presented the attached conceptual plan, identifying how the units may be constructed on the City owned Railroad Avenue property, and may also be able to facilitate development of a new teen center.

Separately, the City issued Request for Proposals (RFPs) in the summer of 2016, requesting development concepts for the City owned Adams Street property, as well as the current location of City Hall at 1480 Main Street. One response to the RFP for 1480 Main Street was received, which proposed a purchase price of \$2,000,000 and the development of a 60-room hotel on the 0.88-acre property. Should the City Council choose to enter into negotiations to sell the current City Hall property, an alternative location for City Hall would have to be found and the property at 1572 and 1574 Railroad Avenue was considered to be a viable option for a City Hall location. Review of the RFPs was put on hold after the resignation of City Manager Phillips, however a review of the Adams Street proposals has resumed under Interim City Manager Larry Pennell, the results of which could help to inform the review and discussion of the 1480 Main Street RFP response.

For more information, the 1480 Main Street RFP and response from HRV Hotel Partners can be found here: <http://cityofsthenena.org/planning/page/adams-downtown-main-street>

Analysis

The proposal from OTSH is very general and essentially serves as an introduction to the concept. As such, little to no specific analysis of the proposal can be provided by City staff. It is presumed they are proposing a minimum of 11-new affordable housing units, although their power point identifies there may be interest in construction of additional units, potentially to support firefighter housing. The BPO zoning district only permits residential units on the upper floors of commercial development (with Use Permit approval) so it is further presumed that the property would require a General Plan amendment and rezoning (map amendment) in order to facilitate the conceptual OTSH development. No financial terms were included with the proposal, however it does identify a potential purchase/donation combination is expected for the property.

There are several factors for the Council to consider in the review of their conceptual proposal by OTSH. One, disposal of the property would have to be done in accordance with established law, which (depending on the motivation for the sale) could dictate a

specific sale process. For example, if the property were to be designated as "surplus" (not recommended), the City would be required to (in keeping with Gov. Code Section 54221 (b)) first notify entities and organizations involved with affordable housing development and then potentially grant a first right of refusal to an entity whom agrees to use the property for affordable housing, parks or open space. This process could make it difficult for the City to ensure OTSH is the purchaser of the property. In addition, it is worth noting that staff could find no record that the property was purchased with Affordable Housing Trust Fund monies, rather it appears to have been acquired with General Fund monies.

Given the competing needs of the City, such as a need for a new City Hall building and the on-going RFP review, making any formal decisions on how to develop this City owned asset may be premature at this time.

FISCAL IMPACT

Given no specific financial terms were included with the conceptual presentation from OTSH, it is difficult to fully discuss the potential fiscal impacts of their proposal. At a minimum, it is clear that the rent from the office building would no longer be available (approximately \$97,000 annually) and the existing lease revenue for the cellular infrastructure may also be lost (approximately \$53,000 annually). However, there are potential options for maintaining some of these revenue streams with the redevelopment of the property. Given the general nature of the OTSH proposal, it is unclear how much of this revenue, or the original General Fund monies used to purchase the property, could (or would) be off-set by supporting the conceptual proposal from OTSH for the acquisition or development of the property.

Further, the existing 1480 Main Street RFP response proposes a sale price of \$5,000,000 to the City, but would obviously require an alternative City Hall location be found in order for the City to accept this offer. Sale of the Railroad Avenue property would remove one of the potentially viable options for an alternative City Hall location.

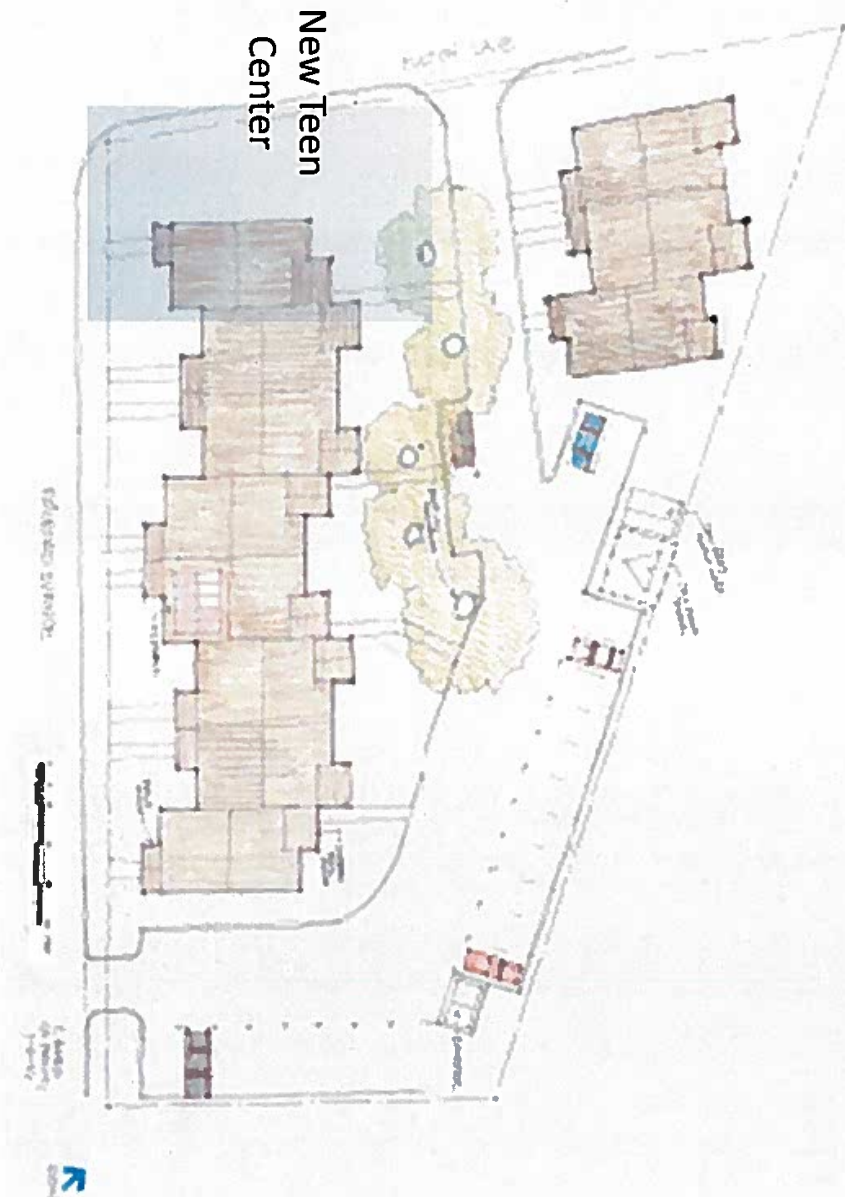
RECOMMENDED ACTION

It is recommended by the Planning and Community Improvement Department that the City Council, review the information provided by staff and OTSH, discuss the conceptual proposal to develop the property at 1572 and 1574 Railroad Avenue, and provide any direction to staff regarding interest or support in pursuing implementation of this conceptual further.

ATTACHMENTS

[OTSH Railroad Ave Concept](#)

Possible Site for Townhouses City-Owned Railroad Avenue Property



Our Town St Helena 2017

Cindy Black

From: LOIS BATTUELLO <loisbatt@comcast.net>
Sent: Friday, June 09, 2017 7:28 AM
To: Paul Dohring; Mary Koberstein; Peter White; Alan Galbraith; Geoff Ellsworth; Cindy Black
Subject: Agenda Item 10.2 1272 Railroad Avenue

June 16, 2017 AGENDA ITEM 10.2 - 1272 Railroad Avenue

To the Members of the City Council:

I have been assisting Belle Philibosian, Research Geologist, USGS and Mike Oskin, Professor, U.C. Davis gain access to private properties for further studies of the West Napa Fault.

In August, 2014, Napa experienced a 6.0 earthquake. One person was killed and more than 200 were injured. Prior to that, in 2000, a lesser quake injured 41 people in Yountville.

Until the Napa Earthquake, the West Napa Fault, some six miles deep, was believed to be 9 miles in length, from South Napa to Mt. Veeder. With the August 2014 event, the force of the 6.0 quake ruptured the fault up Hwy. 29 and through Calistoga. With a length of 33 miles, this active Strike-Slip Fault can produce a 7.0 quake felt the length of the fault.

Our Police Department heads our Emergency Services and is at risk in its present location due to proximity to the gas pipeline along Main Street and a small rupture running in a diagonal from the area of the current station. Our police must have a modern and secure building to protect personnel and vital communications equipment, yet they must be close to the Fire Department for coordination and communications on a routine basis, let alone following a major seismic event. They can accommodate a much-needed bunkhouse for on-call Fire Volunteers and our EMTs as well.

It is in the best interests of residents to support construction of a new Police Station at 1272 Railroad Avenue where our two vital services can remain proximate.

I see that Our Town has spent some time developing plans for both 1274 and 1272 Railroad Avenue, and I regret that none of us knew about the earthquake fault line early enough to plan for the new station and alert Our Town earlier. I learned about the fault line this spring, and have been assisting Belle and Mike with outreach to property owners for further studies, and I've been updating Erica Smithies. It is imperative this site be dedicated for use by the Police Department. At the same time, Teen Center is in a safe and secure location, as opposed to downtown or closer to Main

-2-

Street, and should remain at 1274 Railroad Avenue.

I ask the Council's consideration in rejecting Our Town's proposal for these two sites, in view of current information and advice from USGS. Published research about the West Napa Fault (preliminary studies) by Professor Michael Oskin may be available as early as this January. I will keep Chief Imboden and our Director of Public Works, Erica Smithies, advised as information flows.

I am sorry to intrude on Our Town's plans, but urge the Council to understand the importance of prioritizing a new Police Station at the Railroad Avenue location, and earthquake retrofit for the Carnegie Building, the second most vulnerable city-owned building.

Chief Imboden and Erica are sharing a binder with information about the West Napa Fault and earthquakes in California you may wish to borrow.

Thank you for your consideration.

Sincerely,

Lois Ann Battuello
1634 Main Street
St. Helena, CA 94574

Recommendations to the City Council from the Ad Hoc Utility Rate Committee

Background

The Ad Hoc Utility Rate Committee was appointed by and received direction from the City Council to review the Water and Wastewater Study dated October 31, 2016. We were directed to make recommendations, if any, to the Council for revisions to the Study and potential adjustments to the rates adopted on November 29, 2016. The Committee began meeting on April 10, 2017. Committee members were: Chair Bonnie Long, Vice Chair Tom Vence, Chris Dann, Lester Hardy, Joel Gott, Doug Cutting and Mark Smithers. We held our 9th and final meeting on May 31, 2017. Chris Dann was on the East Coast and unable to attend.

The committee has listened to public comments at all of our meetings, asked questions and received input from staff and consultants, and reviewed and discussed written recommendations from all seven committee members.

There was consensus from the six committee members attending our last meeting that adjustments need to be made to the current rates. With that in mind, we reviewed the individual recommendations submitted by committee members and made the following determinations based on Council direction.

This is a recitation of recommendations made by the committee at our final meeting as recorded by City Clerk Cindy Black, Finance Director April Mitts and Committee Chair Bonnie Long.

Recommendations

All recommendations were endorsed by the Committee with the exception of Doug Cutting in opposition to number 11. Some of these recommendations are based solely on the pressing needs of our systems. Others are also concerned with generally accepted principles. And a few are tinged with our attempt to provide unique solutions to our unique problems. Without testing the recommendations that follow the Committee can only assure the Council that these are our best predictions. Testing these proposals by running new rate scenarios is needed before implementation of any or all is contemplated.

1. Increase CIP for water and waste water costs by 5%.
2. Update CIP costs and schedules with best available current information.
3. Increase water and waste water mainline replacement to 4% per annum from 1%.
4. Accept new spray field cost of \$1.4M.
5. Seek timely compliance with bond covenants.
6. When pursuing new debt use debt service ratio of 1.3 to 1.5 as guideline.
7. Maximize the use of state and federal loans and grants for CIP projects.
8. Prioritize CIP funding in terms of regulatory and infrastructure needs. Request guidance from financial consultant to pursue other funding options including municipal bonds. Seek the guidance of financial consultant to attain a balance between debt and cash financing.
9. Create adequate sinking funds and rehabilitation funds for both water and waste water.
10. Operating cash reserves should range from 6-8 months for waste water and 10-14 for water.
11. Replace the current wastewater rate structure with the Modified Rate Structure previously offered as an option to the current rate structure by Catherine Hansford in 2016.
12. Update and recalculate the rate model to include the committee's recommendations.
13. Consider requiring new businesses to put in a sewer meter and two water meters (inside and landscape) for more accurate measurement.
14. Revisit the subject of multiple users on a single meter.
15. Examine the issue of water rates for intermittently occupied versus continually occupied residences. Work towards including more costs in the base rates.
16. Examine the longer range issue of charging some users more based on the actual costs to provide service, with particular emphasis on those outside of the City.
17. Review businesses for actual wastewater usage. Move away from charging by meter size and move towards flow and quality.

Respectfully Submitted:

Bonnie Long, Chair, Ad Hoc Utility Rate Committee

Tom Vence, Vice Chair, Ad Hoc Utility Rate Committee



Report to the City Council
Council Meeting of June 13, 2017

Agenda Section: New Business

Subject: Consideration and Proposed Approval of a Resolution Adopting Fiscal Year 2017/18 City of St. Helena Annual Budget.

CEQA Status: Exempt. (CEQA Guidelines §§ 15061(b)(3), 15273.)

Prepared By: April Mitts, Finance Director

Approved By: Larry Pennell, Interim City Manager

BACKGROUND

On February 4, 2017, the City hosted a day-long Goal Setting Workshop, on April 6, 2017 City staff presented to the City Council their Departmental Goals and Assessments, and on May 2, 2017 the City hosted a day-long Budget Workshop. This workshop included:

1. Presentations by non-profits seeking grant funds for a total of \$110,600;
2. An update from Fair Housing Napa Valley; and
3. Department Head presentations of their individual department budgets.

On May 2, 2017 Budget Workshop, City Council provided the following direction to staff:

1. Fund non-profits and research if Affordable Housing Trust Funds would be appropriate use for the \$10,000 grant applied for by Our Town St. Helena;
2. Transfer \$800,000 from the General Fund to Water CIP to be used towards the removal of Upper York Creek Dam;
3. Reduce departmental expenses to offset the use of General Fund for Upper York Creek Dam removal;
4. Provide a characterization of the use of Measure D funds (estimated \$1.4 million in FY 17/18);
5. Provide an overview of Impact Fee accounts and allowable uses; and
6. Provide an overview of year-over-year expenses by category.

On May 30, 2017, City staff provided three options to City Council based on the direction received on May 2, 2017. The three options were specifically for the General Fund and stem from the desire of City Council to use General Funds towards the removal of Upper York Creek Dam. The amount of funding towards Upper York Creek Dam varied with the three options presented; however, the list of departmental

reductions remains the same. Table 1 provides an overview of the common adjustment in all three options.

Table 1

Adjustments	101	561	571	751
Fund Non-Profits	\$100,600			\$10,000
Subsidy for Water/Wastewater for Businesses	\$75,000			
HR - Removed Classification and Compensation Study	\$(25,000)	\$(12,500)	\$(12,500)	
HR - Removed HR Internship Program	\$(5,600)	\$(2,300)	\$(2,300)	
City Clerk - Removed Boards, Commissions, and Committees Management Software	\$(1,200)	\$(1,200)	\$(1,200)	
Finance - Removed Temporary Assistance at end of Year	\$(2,000)	\$(2,000)	\$(2,000)	
Planning - Changed purchase of vehicle to lease of vehicle	\$(23,375)			
City Attorney - Reduce by \$100,000	\$(100,000)			
Police - Removed purchase of vehicle	\$(40,000)			
Police - Moved Simunitions Equipment to Fund 224 - COPS Eligible	\$(3,000)			
Police - Moved Body Camera Program to Fund 212 - Grant	\$(6,500)			
Police - Removed Wireless Panic Button	\$(5,000)			
Library - Moved 1/2 the costs of Broadband Updates to Tweed and reduced library materials budget in Tweed	\$(20,000)			
Government Buildings - Removed repairs to Fire Station	\$(28,000)			

In addition to the changes to the proposed budget as noted in Table 1, three additional options for partially funding the removal of Upper York Creek Dam were presented to City Council. They are outlined presented in Tables 2-4 below.

Table 2 – Option 1

Adjustments	101
Transfer of \$800,000 from GF to Upper York Creek Dam	\$800,000
Streets - Removed transfer to Streets CIP Fund	\$(250,000)
Non-Dept. - Removed transfer to Equipment Replacement Fund	\$(100,000)
Non-Dept. - Removed transfer to Civic CIP	\$(200,000)

Table 3 – Option 2

Adjustments	101
Transfer of \$600,000 from GF to Upper York Creek Dam	\$600,000
Streets - Reduced transfer to Streets by \$150,000 (total funded \$100,000)	\$(150,000)
Non-Dept. - Reduced transfer to Equip. Replacement Fund by \$75,000 (total funded \$25,000)	\$(75,000)
Non-Dept. - Reduced transfer to Civic CIP by \$125,000 (total funded \$75,000)	\$(125,000)

Table 4 – Option 3

Adjustments	101
Transfer of \$450,000 from GF to Upper York Creek Dam	\$450,000
Streets - Reduced transfer to Streets by \$50,000 (total funded \$200,000)	\$(50,000)
Non-Dept. - Reduced transfer to Equip. Replacement Fund by \$50,000 (total funded \$50,000)	\$(50,000)
Non-Dept. - Reduced transfer to Civic CIP by \$100,000 (total funded \$100,000)	\$(100,000)

DISCUSSION

At the May 30, 2017 meeting, City Council provided further direction to staff regarding the proposed FY 2017/18 budget. Direction from City Council included:

1. Decrease amount to be funded for ADA Transition Plan from \$213,000 to \$125,000.
2. Transfer \$50,000 to the Equipment Replacement Fund.
3. Eliminate \$200,000 transfer for Civic Improvements.
4. Transfer \$250,000 to the Streets Fund for road repairs.
5. Add back into the budget \$1,200 for funding of agenda management software for the City Clerk's office
6. Add back into the budget \$2,000 to the Finance department for end of year temporary help.
7. Fund Non-Profit applications 100%
8. Further reduce City Attorney budget – total reductions \$245,000:
 - a. General Fund
 - i. Contract Services - decrease by an additional \$100,000 (for a total reduction of \$200,000)
 - b. Wastewater Fund
 - i. Contract Services – decrease by \$15,000
 - ii. Litigation – decrease by \$15,000
 - c. Affordable Housing
 - i. Contract Services – decrease by \$15,000
9. Research shared services agreement with the City of Calistoga for dispatcher services
10. Provide additional information on contract services for the Planning Department
11. Place on hold the intern program for the Planning Department

Items #1-8 listed above have been incorporated into the revised budget document. Items #9-11 are discussed in the following section.

Shared Police Dispatcher Position

At the May 23, 2017 City Council meeting a requested was made for staff to research the ability of having a shared dispatcher position with the City of Calistoga instead of creating a new position. Previously the City of St. Helena and the City of Calistoga made the attempt to share a dispatcher position and this proved to be more difficult than

originally anticipated for both cities. Under the previous agreement, the dispatcher could only work a maximum of 1,000 hours to maintain part-time status to stay out of PERS. Calistoga has a smaller dispatch department than St. Helena; due to the smaller department, there was a greater need by Calistoga to utilize the services of the shared dispatcher position and often, when St. Helena made the request for utilization of the dispatcher, she had already been scheduled to work in Calistoga or was working a graveyard shift when St. Helena needed a daytime dispatcher. Staff in St. Helena found it impossible to have the employee stay under 1,000 hours while concurrently trying to coordinate the schedule with Calistoga. This resulted in the shared position being more beneficial to the City of Calistoga than to St. Helena.

The option of hiring a full-time dispatcher to be split between St. Helena and Calistoga is not a viable option at this time. On June 7th Interim City Manager Pennell, Chief Imboden, Calistoga City Manager Dylan Feik, and Calistoga Police Chief Mitchell Celaya met to again discuss the possibility of a shared dispatcher position. The City of Calistoga is currently short staffed in their dispatch department and in need of another full-time dispatcher position for their own staffing shortfall. Due to the complications of the previous attempts to share a part-time dispatcher there is not a need or a desire on the part of the City of Calistoga to embark in a shared services agreement for a dispatcher. The City of Calistoga is interested in working with St. Helena to eventually combine dispatch centers; however, this option would take a few years to come to fruition as there are several items which much be analyzed and put into place prior to combining centers.

RECOMMENDATION

Staff recommends the additional dispatcher position remain in the current budget. Currently the City of St. Helena has four dispatchers, one of which is also the Dispatch and Records Supervisor, with a fifth dispatcher position being requested. The current structure of four dispatchers is causing critical work in the Police Department to be neglected as well as creating a staffing shortage resulting in additional overtime costs, additional part-time costs, and a loss of revenue for the City. The additional position is being requested for the following reasons:

- To alleviate the amount of overtime worked by the four dispatchers the City currently employs;
- To allow the Community Service Officer (CSO) to be back into the community. During the last few years the CSO is regularly being pulled off of the streets to cover dispatch which has resulted in lost parking ticket revenue and enforcement (this has decreased 50% every year since FY 14/15);
- To free up the Dispatch Supervisor to provide timely supervision and on-going continuous training;
- To remove the Dispatch and Records Supervisor from regular shift coverage;
- To allow the Records Supervisor to respond to the numerous Public Records Act requests in a timely manner;

- To create the ability to stay up-to-date on data and records entry, which is continuous and ever growing;
- To prevent the Department from being consistently late on State mandated statistics reporting (i.e. UCR, SWITR, Hate Crimes);
- To provide flexibility in the schedule to send dispatchers to mandated POST update training;
- To allow dispatchers to use their accumulated vacation and leave banks;
- To prevent burnout and reduce the amount of sick leave use associated with burnout and stress;
- To reduce the necessity to have multiple per diem employees who are unreliable/unavailable when needed.

Having the additional dispatcher position will eliminate approximately \$20,000 in overtime costs and \$20,000 in part-time costs with a net increase in the budget of \$43,000.

Provide additional information on Contract Services for the Building & Planning Department

As with other departments the Building & Planning Department relies on the use of consultants to assist in a variety of areas. The FY 17/18 budget originally included a request for \$140,000 for Other Contract Services for Planning and \$80,000 for Other Contract Services for Building. Both expenditures are based on the number and size of the projects submitted to the Department. If projects do not occur, are delayed, or downsized the overall contract service costs will be reduced. Additionally, the services provided by consultants are generally “cost recovery”, meaning a majority of their costs are offset by fees collected from developers which is noted in the revenue section of the budget document.

Current services for Planning include the use of an Associate Planner and Environmental Planner from M-Group to assist with the preparation, review, and processing of specific planning projects, including the General Plan and environmental documents required under the California Environmental Quality Act (CEQA). Current services for Building are provided by Interwest and include Building Official, Plan Check, and Building Inspections.

Following is a recap of services provided by each of the consultants.

M-Group - Planning Services

In August 2016 the City entered into the initial contract with M-Group for limited and “as needed” professional planning services for a total of \$25,000. In November 2016, City Council approved Amendment #1 increasing the contract amount \$75,000 for a total not to exceed \$100,000. On April 11, 2017, City Council approved Amendment #2 authorizing an additional \$100,000 for a total contract amount not to exceed \$200,000.

Amendment #2 was authorized to due to the continued need for planning services (primarily related to current development and CEQA analysis), to assist with the ongoing current development workload, and assist Department staff with finalization of the Draft St Helena 2035 General Plan, the General Plan EIR and with other ongoing projects assigned by the City Council.

A portion of the funds for Amendment #2 with M-Group were budgeted and available in the FY 16/17 adopted budget (approximately \$50,000), with the remaining portions of the contract to be budgeted in FY 17/18 (approximately \$50,000) as noted in the staff report presented on April 11, 2017. The total requested amount for planning contract services in the proposed FY 17/18 budget is \$140,000 and includes the \$50,000 budgeted from Amendment #2 as well as \$90,000 in additional funds to be requested through future contract amendments if needed, based on staff needs of the department. A portion of this contract amount will be reimbursed from developers through payment of application fees and direct payments from developers for CEQA contract work.

Interwest – Building Services

On April 11, 2017, City Council approved a contract with Interwest to provide “as needed” professional Building Official, Building Permit Plan-Check, and Building Inspection services for a total contract amount not to exceed \$75,000. This contract was primarily put into place to fill in with the vacancy of the Building Official position, however these funds are also intended to supplement Building services on an “as needed” basis after the Building Official position is filled. It is anticipated the Building Official position will be filled prior to, or shortly after, the start of FY 17/18. The amount utilized for this contract is dependent on when this position is filled. Once the position is filled it is anticipated Interwest will continue to assist with plan check services on an “as needed” basis for temporary increases in application volume and/or to review complex construction designs. If the Building Official position is filled prior to, or shortly after, the start of FY 17/18, then it is anticipated that the budgeted amount for Building Department services in FY 17/18 could be reduced by approximately \$35,000.

\$40,000 of the approved funds for this contract (which totaled \$75,000) were budgeted and available in the FY 16/17 adopted budget, with the remaining portions of the contract (\$35,000) to be included in the FY 17/18 budget for Building Contract Services. The total budgeted amount for Building Contract Services in FY 17/18 is \$80,000. \$35,000 from the approved contract with Interwest, and an additional \$45,000 to provide additional “as needed” professional services throughout the year if project submissions exceed staff capacity, to continue to provide contract Building Department services, and if the City failed to find a qualified Building Official. This additional amount would require a contract amendment to increase the existing approved Interwest contract by \$45,000.

RECOMMENDATIONS

Based on the information above and the anticipated needs of the Department staff recommends the following:

- Maintain the current budget request of \$140,000 for Other Contract Services for Planning; and
- Reduce the budget request for Other Contract Services for Building by \$35,000 for a total budgeted amount of \$45,000 (originally \$80,000). This proposed reduction is supported by the anticipated filling of the Building Official position prior to, or shortly after, the start of FY 17/18. If the Building Official position is not filled; staff will present to City Council a budget adjustment which will be necessary through the use of contract services, until a qualified applicant can be found.

Place on Hold Planning Department Intern

On August 9, 2016 City Council adopted City of St. Helena Internship Policy P-HR-0612. The internship program recognizes the valuable contribution made by students of all ages and background, recognizes that City departments benefit from bright and results-oriented individuals, recognizes to ensure the success of a City Internship program, a city-wide policy was necessary, and aims to provide student interns with an opportunity to enhance the student's classroom learning experience through practical care-related work experience. Prior to any implementation of an intern program in the department, department heads must have appropriated a City Council approved budget through the annual budget process or by making a formal request at a regular City Council meeting.

The Planning Department made a request in the FY 16/17 budget for \$10,000 for an intern and this request was approved and budgeted. Unfortunately, due to issues with finalizing the General Plan EIR and staffing challenges within the Department, this recruitment was postponed from the original timeline and is currently underway. In order to continue the intern program the Planning Department has made a request of \$10,000 in the FY 2017/18 budget to ensure the intern will be able to complete the program. Utilizing an intern will allow a university student the opportunity to gain both academic and practical experience working in local government. The internship is designed to provide the participants with the opportunity to apply academic skills to various "real world" assignments with the City. A work plan will be created utilizing the *Work Plan Template* found in Internship Policy P-HR-0612. This plan will assign a project that relates to the intern's area of study, identifies action steps that correlate to the intern's goals and learning objectives, and will assign projects and/or assignments not currently assigned to unit work of the City's bargaining groups. In addition to assisting with current Department commitments, it is anticipated the Planning intern will be assigned to assist in the creation of the City of St. Helena's Design Guidelines and the comprehensive municipal code update. Department staff will undoubtedly need

assistance with both of these items due to the amount of public involvement and document creation required.

RECOMMENDATIONS

Staff recommends the \$10,000 for the Planning Department Intern program remain in the current budget as it will provide valuable opportunity for a local student to gain practical and academic experience while working in local government. Additionally, the intern will be able to provide assistance for the Planning department in the development of Citywide Design Guidelines and the comprehensive municipal code update.

Summary

Based on the information presented at the May 23, 2017 City Council meeting, Table 5 provides a summary of the changes to the General Fund expenditures based on City Council direction at the May 30, 2017 meeting and the updates provided above.

Table 5

Adjustments	101	561	571	751
Transfer to Water CIP for Upper York Creek Dam Removal	\$800,000			
Fund Non-Profits	\$100,600			\$10,000
Transfer to Fund 592 Equipment Replacement Fund	\$50,000			
Transfer to Fund 741 for Streets	\$250,000			
ADA Transition Plan - Transfer to Fund 733 for Facilities	\$80,000			
ADA Transition Plan - Transfer to Fund 741 for Curb Ramps	\$60,000			
HR - Removed Classification and Compensation Study	\$(25,000)	\$(12,500)	\$(12,500)	
HR - Removed HR Internship Program	\$(5,600)	\$(2,300)	\$(2,300)	
Planning - Changed purchase of vehicle to lease of vehicle	\$(23,375)			
Planning – Reduce Other Contract Services – Building	\$(35,000)			
City Attorney - Reduce by \$245,000	\$(200,000)		\$(30,000)	\$(15,000)
Police - Removed purchase of vehicle	\$(40,000)			
Police - Reduced Overtime	\$(20,000)			
Police - Reduced Part-time	\$(20,000)			
Police - Removed Wireless Panic Button	\$(5,000)			
Police - Removed purchase of vehicle	\$(40,000)			
Police - Moved Simunitions Equipment to Fund 224 - COPS Eligible	\$(3,000)			
Police - Moved Body Camera Program to Fund 212 - Grant	\$(6,500)			
Library - Moved 1/2 the costs of Broadband Updates to Tweed and reduced library materials budget in Tweed	\$(20,000)			
Government Buildings - Removed repairs to Fire Station	\$(28,000)			

The proposed budget will allow the General Fund to maintain a 25% reserve level as indicated in Table 6.

From the direction received from City Council, staff has finalized the Proposed Fiscal Year 2017/18 Budget which is balanced and being presented to Council for consideration and adoption.

Final Budget Summary (General Fund, Water Fund, and Wastewater Fund)

Table 6 – General Fund Net Position

General Fund	6/30/2017
Beginning Fund Balance @ 7/1/2016	3,457,897
Estimated Revenues @ 6/30/2017	11,149,462
Estimated Expenses @ 6/30/2017	11,577,890
Estimated Revenues - Expenses @ 6/30/17	(428,428)
Ending Fund Balance @ 6/30/2017	3,029,469
Estimated Revenue @ 6/30/2018	13,104,254
Estimated Expenses @ 6/30/2018	12,914,291
Revenue Less Expenses	189,963
Estimated Net Position	3,219,432
Percent of Expenses	25%

Table 7 – Water Fund

Water	6/30/2017
Beginning Fund Balance @ 7/1/2016	6,654,825
Remove Net Pension Liability	1,266,904
Previously Allocated to Capital Fund	(2,192,746)
Water Impact Fees	(146,537)
Estimated Revenues @ 6/30/2017	4,576,308
Estimated Expenses @ 6/30/2017	5,369,951
Estimated Deficit @ 6/30/2017	(793,643)
Ending Fund Balance @ 6/30/2017	4,788,803
Estimated Revenue @ 6/30/2018	6,186,485
Estimated Expenses @ 6/30/2018	6,186,485
Estimated Net Position	4,788,803
Percent of Expenses	89%

Net Pension Liability of \$1,266,904 is not factored into the beginning balance

Table 8 – Wastewater Fund

Wastewater	6/30/2017
Beginning Fund Balance @ 7/1/2016	2,224,794

Remove Net Pension Liability	844,603
Previously Allocated to Capital Fund	(1,290,053)
Water Impact Fees	(604,742)
Estimated Revenues @ 6/30/2017	2,500,647
Estimated Expenses @ 6/30/2017	2,259,634
Revenues - Expenses @ 6/30/2017	241,013
Ending Fund Balance @ 6/30/2017	1,415,615
Estimated Revenue @ 6/30/2018	3,243,199
Estimated Expenses @ 6/30/2018	3,243,199
Estimated Net Position	1,415,615
Percent of Expenses	63%

Net Pension Liability of \$844,603 is not factored into the beginning balance

RECOMMENDED ACTION

Staff recommends adoption of Resolution No. 2017-___ approving Fiscal Year 2017/18 Annual Budget.

ATTACHMENTS

Attachment 1 – Proposed FY 2017/18 Budget

Attachment 2 – Resolution No. 2017-___ Adopting Fiscal Year 2017/18 City of St. Helena

Annual Budget.

City of St. Helena

Operations Budget FY 2017/18



Alan Galbraith Mayor
Peter White Vice Mayor
Paul Dohring Council Member
Mary Koberstein Council Member
Geoff Ellsworth Council Member

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INTRODUCTORY SECTION

City of St. Helena, *California*

CITY COUNCIL

Alan Galbraith

Mayor

Peter White

Vice Mayor

Paul Dohring

Council Member

Mary Koberstein

Council Member

Geoff Ellsworth

Council Member



Larry Pennell – Interim City Manager/Treasurer

Thomas Brown – City Attorney

Cindy Black – City Clerk

ADMINISTRATIVE TEAM

Noah Housh – Community Improvement Director

April Mitts – Finance Director

John Sorensen – Fire Chief

Kathy Robinson – Human Resources & Information Technology Director

Chris Kreiden – Library Director

William Imboden – Police Chief

Erica Ahmann Smithies – Public Works Director

Tracey Perkosky – Acting Recreation Director

BOARDS/COMMISSIONS/COMMITTEES

Board of Library Trustees

Parks and Recreation Commission

Planning Commission

Tree Committee

Active Transportation & Sustainability Committee

CITY OF ST. HELENA
FUND BUDGET SUMMARY
Fiscal Year 2017/2018

	ESTIMATED 6/30/2017 FUND BALANCE	BUDGET 2018 REVENUES	BUDGET 2018 EXPENDITURES	PROJECTED 6/30/2018 ENDING BALANCE
FUND 101, GENERAL FUND	3,029,469	13,104,254		
Non-Departmental			1,729,996	
City Council			199,121	
City Manager/Clerk/Human Resources			796,760	
Finance			336,624	
City Attorney			470,000	
Planning/Building			1,053,998	
Library			947,736	
Recreation			203,395	
Fire			966,522	
Police			3,237,757	
Public Works Administration			1,395,395	
Government Buildings			355,388	
Storm Drains			227,495	
Streets			540,975	
Parks			453,129	
TOTAL GENERAL FUND	\$ 3,029,469	\$ 13,104,254	\$ 12,914,291	\$ 3,219,432
OTHER FUNDS				
Fund 210, Community Development Block Grant	(40,013)	40,013	-	-
Fund 211, Environmental Protection Agency Grant	(25,618)	-	-	(25,618)
Fund 212, Department of Homeland Security	-	6,500	6,500	-
Fund 216, Public Safety Impact Fees	327,865	32,000	-	359,865
Fund 218, Public Library Foundation	3,246	-	3,200	46
Fund 219, CLSA Library Restoration	15,374	50	7,350	8,074
Fund 220, Napa Valley Now	(4,750)	(40)	-	(4,790)
Fund 222, Park Bond Act	222	-	-	222
Fund 223, Skate Park Lighting	1,171	8	-	1,179
Fund 224, Public Safety (COPS)	140,403	100,800	134,800	106,403
Fund 225, State Gas Tax 2105	88,702	36,212	-	124,914
Fund 226, State Gas Tax 2106	51,036	26,629	-	77,665
Fund 227, State Gas Tax 2107	103,559	51,668	3,000	152,227
Fund 228, State Gas Tax 2107.5	5,742	2,040	-	7,782
Fund 229, State Gas Tax 2103	52,784	26,868	-	79,652
Fund 230, Road Maint & Rehab Account	-	40,893	-	40,893
Fund 235, Measure A	-	5,662,540	5,662,540	-
Fund 237, Emergency Flood Relief	167,260	1,200	-	168,460
Fund 238, Training Development	27,431	9,150	6,000	30,581
Fund 278, BSCC Grant	9,582	65	-	9,647
Fund 279, Asset Forfeiture	49,545	10,200	1,000	58,745
Fund 280, Community Activities	26,355	104,318	104,318	26,355

	ESTIMATED 6/30/2017 FUND BALANCE	BUDGET 2018 REVENUES	BUDGET 2018 EXPENDITURES	PROJECTED 6/30/2018 ENDING BALANCE
Fund 283, Tree City USA	81,893	48,569	98,569	31,893
Fund 286, Bocce Ball	86,934	38,550	42,487	82,997
Fund 287, Harvest Festival	3,462	12,295	12,800	2,957
Fund 288, Fourth of July	46,071	45,300	45,300	46,071
Fund 289, Recreation Programs	170,268	338,994	338,994	170,268
Fund 290, Tourism Improvement District	5,796	423,496	423,496	5,796
Fund 291, SB-1186 State Fees	4,869	1,650	4,083	2,436
Fund 295, N.O.A.A.	2,599	18	-	2,617
Fund 329, Stabo Trust	35,795	250	-	36,045
Fund 375, Murray Ex Trust	41,932	2,180	-	44,112
Fund 380, Friends and Foundation	(4,011)	134,000	134,000	(4,011)
Fund 381, Ryan Library Trust	5,475	750	-	6,225
Fund 382, Martin Library Trust	24,064	950	-	25,014
Fund 384, Tweed Trust Enhancement Dist	664,909	49,500	57,275	657,134
Fund 420, Fire Station GO Bonds	146,002	-	500	145,502
Fund 443, South St. Helena Drainage	28,891	210	-	29,101
Fund 561, Water Enterprise	3,791,246	6,186,485	6,186,485	3,791,246
Fund 571, Sewer Enterprise	319,774	3,243,199	3,243,199	319,774
Fund 582, Garage	81,986	216,640	216,690	81,936
Fund 592, Equipment Replacement	49,355	-	-	49,355
Fund 593, Fire Capital Equipment Replacement	77,616	-	-	77,616

CAPITAL FUNDS*

Fund 700, Flood Control Protection	50,360	50,360	-	100,720
Fund 713, Civic Improvement Impact Fees	602,429	76,200	-	678,629
Fund 734, Park Impact Fees	535,784	152,000	-	687,784
Fund 740, Traffic Mitigation Impact Fees	2,141,148	164,000	-	2,305,148
Fund 742, Storm Drain Impact Fees	594,068	29,000	-	623,068
Fund 744, Housing Impact Fees	26,108	160	-	26,268
Fund 745, Parking In-Lieu	558,956	4,200	-	563,156
Fund 751, Affordable Housing	1,491,842	259,500	25,000	1,726,342
Fund 764, Water Impact Fees	244,147	75,800	-	319,947
Fund 774, Wastewater Impact Fees	647,394	19,200	-	666,594
TOTAL CAPITAL FUNDS	\$ 6,892,236	\$ 830,420	\$ 25,000	\$ 7,697,656

**Capital Funds 2017 revenue estimates include grant funds that should be received in FY17*

**Beginning Balances for Fund 561 and Fund 571 are the Unrestricted Net Position.*

**CIP budgets will be presented to City Council at a later date.*

CITY OF ST HELENA
SCHEDULE OF TRANSFERS
Fiscal Year 2017/2018

	FROM:		TO:	
#	FUND #	AMOUNT	FUND #	AMOUNT
1	TRANSFER FUNDS FOR TEEN CENTER OPERATION			
	101	\$ 104,318	280	\$ 104,318
	*Teen Center does not have a revenue source and is 100% General Funded			
2	TRANSFER FUNDS FOR TREE CITY USA EXPENSES			
	101	\$ 48,569	283	\$ 48,569
	*Tree City does not have a revenue source and is 100% General Funded			
3	TRANSFER FUNDS FOR RECREATION			
	101	\$ 207,494	289	\$ 207,494
	*Recreation Program is supplemented by the General Fund			
4	TRANSFER FUNDS FOR FLOOD CONTROL CAPITAL RESERVE			
	101	\$ 50,000	700	\$ 50,000
	*Flood Control Capital Reserve funds are used for expansion, major repair, or replacement of flood control facilities			
5	TRANSFER FUNDS FOR TID ASSESSMENT			
	290	\$ 3,530	101	\$ 3,530
	*A designated portion of the 2% TID Assessment is transferred to the General Fund for administrative costs			
7	TRANSFER FUNDS FOR CAPITAL PROJECTS			
	101	\$ 295,000	741	\$ 295,000
	Transfer for Streets CIP (\$250,000) and ADA Transition Plan - Curb Ramps (\$45,000)			
8	TRANSFER FUNDS FOR CAPITAL PROJECTS			
	101	\$ 80,000	733	\$ 80,000
	Transfer for ADA Transition Plan - Facilities			
9	TRANSFER FUNDS FOR WATER LOAN REPAYMENT - PRINCIPAL & INTEREST			
	561	\$ 22,612	101	\$ 22,612
	Per Resolutions 2010-62 and 2017-19			
10	TRANSFER FUNDS FOR WASTEWATER LOAN REPAYMENT - PRINCIPAL & INTEREST			
	571	\$ 30,280	101	\$ 30,280
	Per Resolutions 2010-63 and 2017-19			
11	TRANSFER FUNDS FOR EQUIPMENT REPLACEMENT			
	101	\$ 50,000	592	\$ 50,000
	Transfer to begin building City equipment replacement fund			
12	TRANSFER FUNDS FOR FLOOD CONTROL PROJECTS			
	101	\$ 171,900	235	\$ 171,900
	Transfer for re-tag and box Wappo artifacts, Incidental Take Permit, DWR Conservation Easement, Consultant, Maintenance and Monitoring			
13	TRANSFER FUNDS TOWARDS THE REMOVAL OF UPPER YORK CREEK DAM			
	101	\$ 800,000	763	\$ 800,000
	Transfer funds to 763 to go towards the removal of Upper York Creek Dam			
14	TRANSFER FUNDS TO WATER CIP			
	561	\$ 703,120	763	\$ 703,120
	Transfer funds for Water CIP			
15	TRANSFER FUNDS TO WASTEWATER CIP			
	571	\$ 772,601	773	\$ 772,601
	Transfer funds for Wastewater CIP			
TOTALS		\$ 3,339,424	\$	3,339,424

SUMMARY TRANSFERS OUT:		
OPERATIONAL		
General Fund	101 =	1,807,281
Tourist Improvement	290 =	3,530
Water	561 =	725,732
Wastewater	571 =	802,881
Subtotal Operational	\$	3,339,424
CAPITAL		
Water Impact	764 =	-
Sewer Impact	774 =	-
Subtotal Capital	\$	-
TOTALS	\$	3,339,424

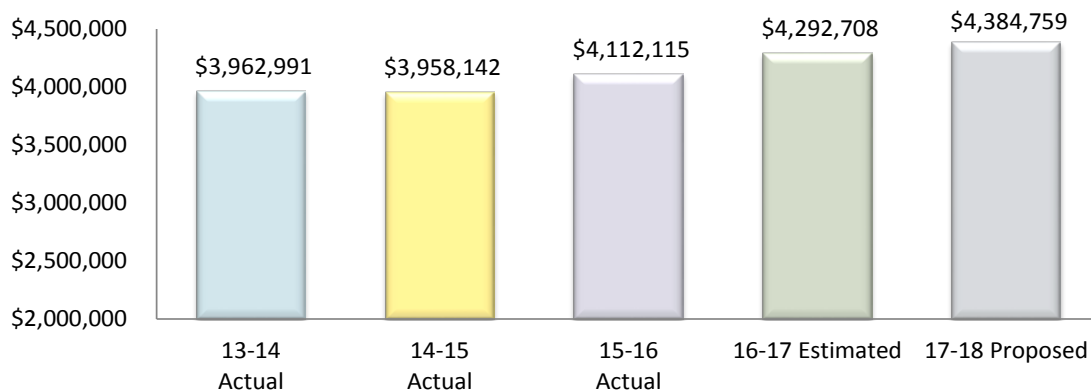
SUMMARY TRANSFERS IN:		
OPERATIONAL		
General Fund	101 =	56,422
Measure A	235 =	171,900
Teen Center	280 =	104,318
Tree City	283 =	48,569
Recreation	289 =	207,494
Equipment Replacement	592 =	50,000
Subtotal Operational	\$	638,703
CAPITAL		
Flood Control Capital Reserve	700 =	50,000
Streets CIP	741 =	295,000
Civic CIP	733 =	80,000
Water Capital	763 =	1,503,120
Sewer Capital	773 =	772,601
Subtotal Capital	\$	2,700,721
TOTALS	\$	3,339,424

**CITY OF ST. HELENA
DESCRIPTIONS OF REVENUE SOURCES**

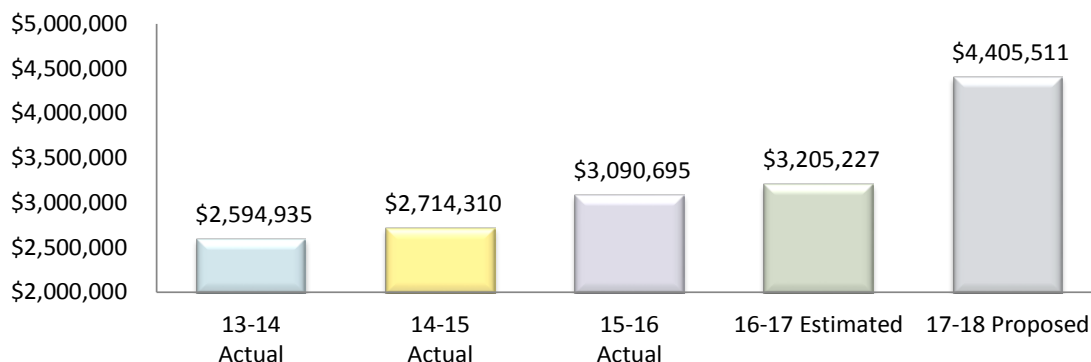
FISCAL YEAR 2017-2018

GENERAL FUND

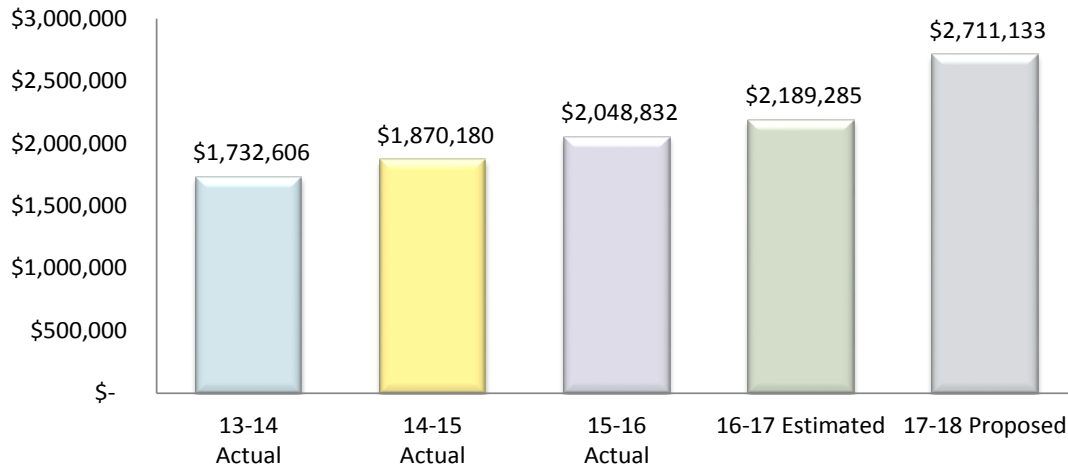
Property Taxes (\$4,384,759) - Real property within the City is taxed at 1% of assessed value as determined by the County Assessor. The City's share of this tax is approximately 16%. For fiscal year 2017-2018 a growth factor of 3% has been applied per the County Assessor. Napa County is using the Teeter Plan for collections that provides the City with 100% of the taxes assessed with the County in turn keeping all delinquent penalties and interest collected. This category includes revenues for Property Tax Secured, Property Tax Unsecured, Prior Year Property Tax, Homeowner Property Tax, Real Property Transfer Tax, and In Lieu VLF. Previous budgets had a separate revenue category for In Lieu VLF; starting in FY 17-18 this item was added to the budget document to more closely resemble the CAFR.



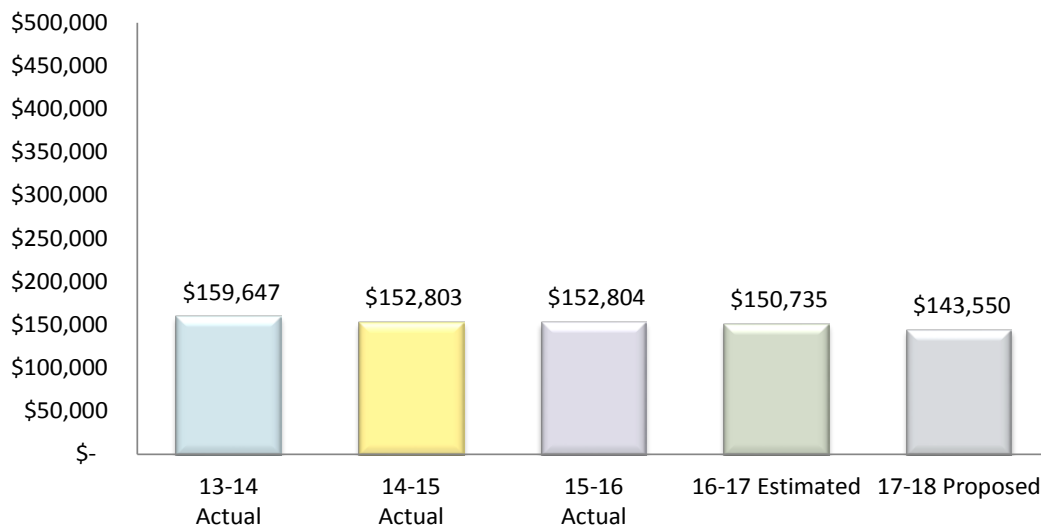
Sales Tax and Sales Tax in Lieu (\$4,405,511) - The City receives 1.5% of retail sales made within the City limits. The diversity of commercial operations such as retail shops, restaurants, building supply, and car dealers insure a constant level of income from this source. Sales Tax for the City is estimated to grow by about 2.8% per our sales tax consultant. There is a significant increase to the estimated revenues for Sales Tax due to the passage of Measure D. Prior to Measure D the City received 1% of retail sales made within the City limits. The passage of Measure D added an additional 0.5%.



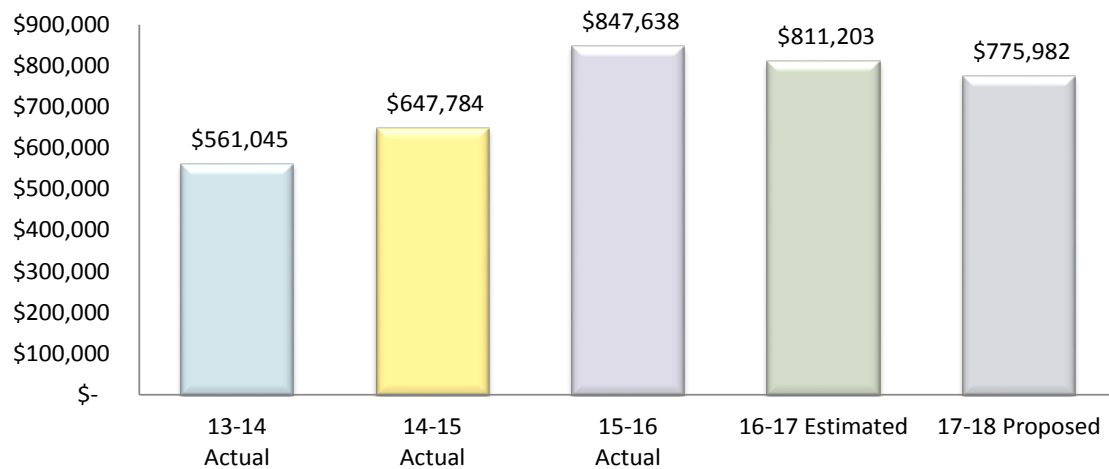
Transient Tax (\$2,711,133) - The City has a tax rate of 12% on all revenues paid to Hotels and Bed and Breakfast Inns. The tax is paid by the guests staying at these accommodations. This revenue is estimated to increase at a rate of 19% for the next fiscal year based on estimated year end revenues and the opening of a new hotel. In fiscal year 2011-2012 the City adopted a short-term rental ordinance allowing twenty-five residential units to participate in short-term rentals.



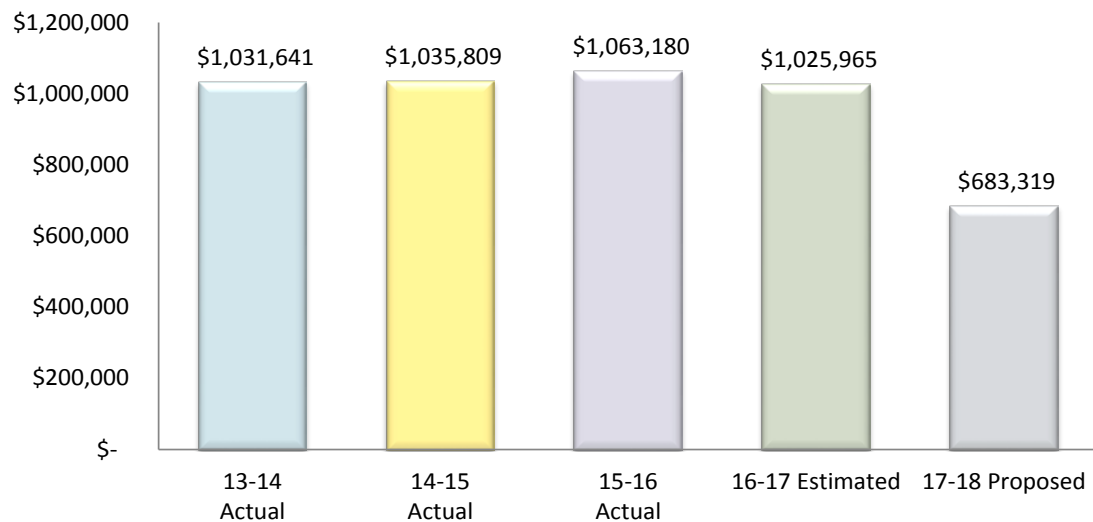
Business License Tax (\$143,550) - This revenue is generated by a license tax paid by all businesses operating within the City. Considering prior year actual and the current state of the economy, it is projected that revenues will remain constant.



Building & Planning Revenue (\$775,982) - This category includes revenues for Building Permits, Building Inspection and Administrative fees, Planning Application and Permit Fees, and Short Term Rental Permit Fees.

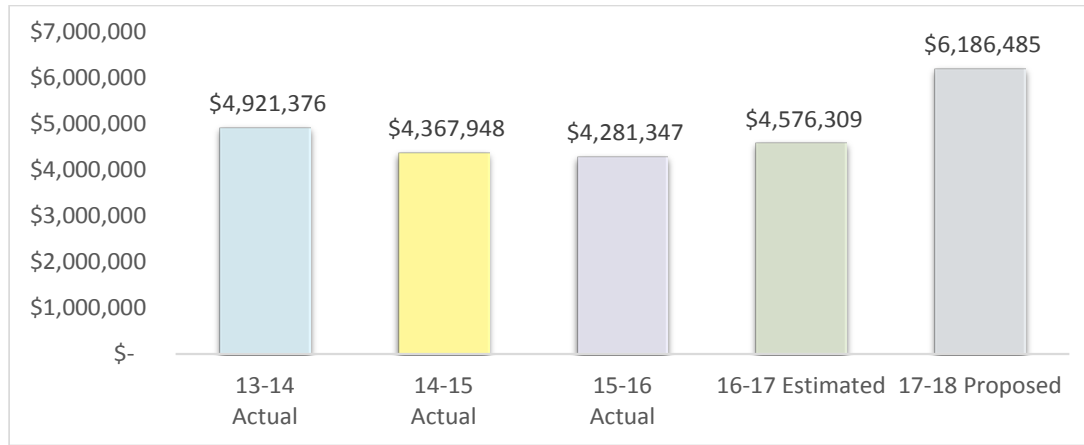


Other (\$683,319) - This category includes revenues for Franchise Taxes, Charges for Services, Fines and Forfeits, Development Fees, Intergovernmental Fees, Interest and Rents, and Miscellaneous General Fund Revenues.

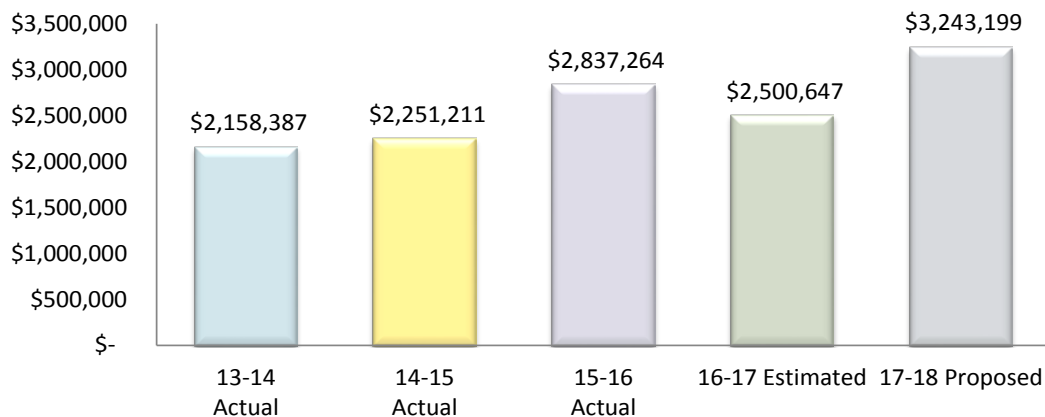


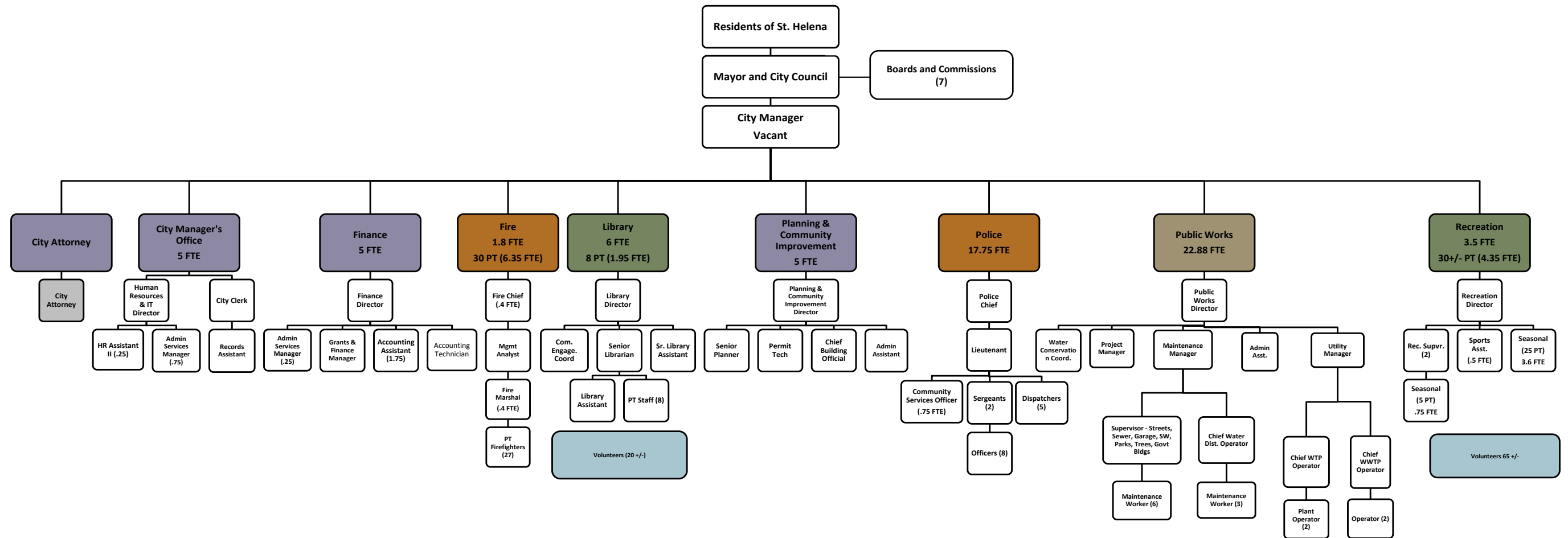
ENTERPRISE FUNDS

Water Enterprise Service Charges (\$6,186,485) - Revenues charged to users of the municipal water system. A long-range financial plan and multi-year rate increase was approved by Council in November 2016. The most recent rate increase was effective with the February 2017 billing cycle. Funds are used to pay for debt service payments, operations and maintenance, and capital projects. Rates increased by about 26% in accordance with the new rate increase.



Wastewater (Sewer) Enterprise Service Charges (\$3,243,199) - Revenues charged to users of the municipal sewer system. A long-range financial plan and multi-year rate increase was approved by Council in November 2016. The most recent rate increase was effective with the February 2017 billing cycle. Funds are used to pay for debt service payments, operations and maintenance, and capital projects. Rates increased by about 23% in accordance with the new rate increase.

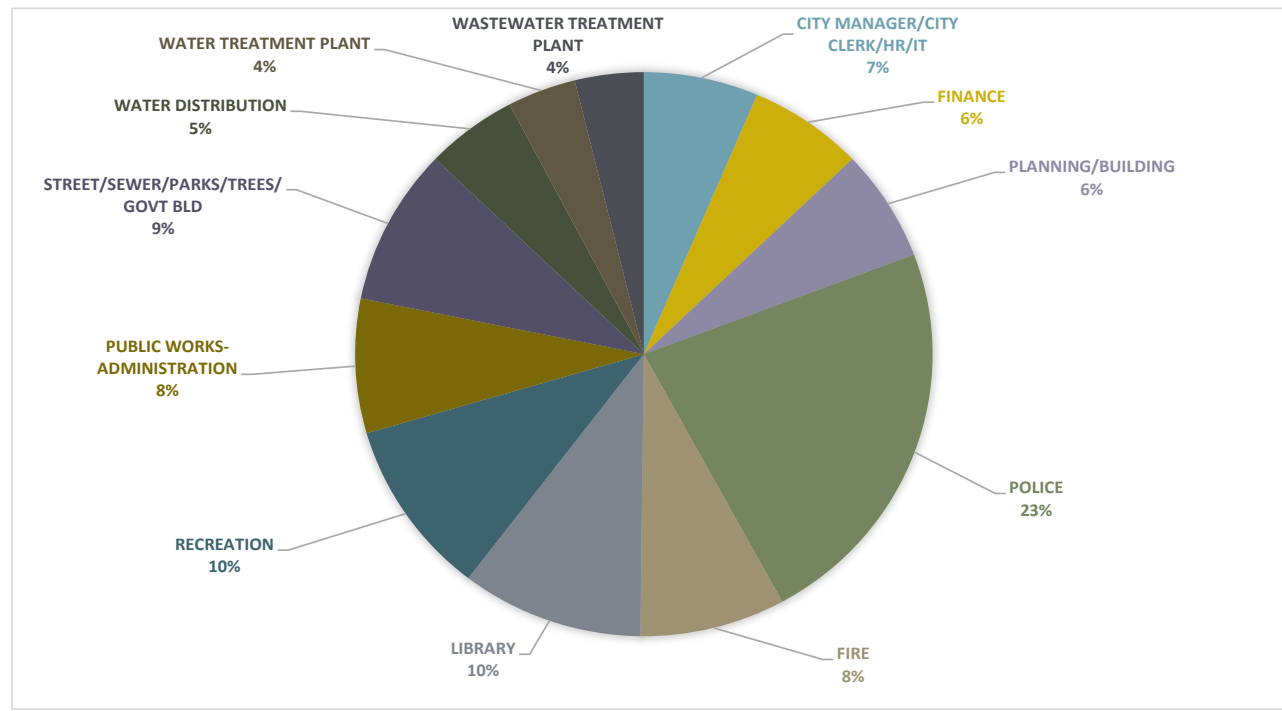




**CITY OF ST. HELENA
ALLOCATION OF CITY POSITIONS
Fiscal Year 2017/18**

STAFF OVERVIEW

A significant part of the City's Operating Budget is salaries and benefits. Funding for employees who in turn provide services to our citizenry make up 47% of the total operational budget; amounting to \$10,513,781 (including Unfunded Liability for PERS). The following graph identifies full-time equivalent (FTE) positions by department.



**STAFFING COMPARISON BY DEPARTMENT
IN FULL-TIME EQUIVALENTS**

DEPARTMENTS	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	CURRENT +/-
CITY MANAGER/CITY CLERK/HR/IT	2.00	2.00	4.60	4.50	5.00	0.50
FINANCE	5.00	5.00	5.00	5.00	5.00	0.00
PLANNING/BUILDING	1.00	3.00	3.00	4.50	5.00	0.50
POLICE	16.50	16.50	16.50	16.75	17.75	1.00
FIRE	2.00	1.20	1.20	5.95	6.35	0.40
LIBRARY	11.32	11.32	10.20	7.99	7.95	(0.04)
RECREATION	5.09	5.60	5.60	6.85	7.85	1.00
PUBLIC WORKS-ADMINISTRATION	4.00	4.00	5.07	6.00	6.00	0.00
STREET/SEWER/PARKS/TREES/GOVT BLD	0.00	0.00	0.00	0.00	7.00	7.00
WATER DISTRIBUTION	3.47	4.00	4.00	4.15	4.00	(0.15)
WATER TREATMENT PLANT	2.00	3.00	3.00	3.15	3.00	(0.15)
WASTEWATER TREATMENT PLANT	3.00	3.00	3.00	3.00	3.00	0.00
BUILDING MAINTENANCE	0.00	0.00	0.25	0.25	0.00	(0.25)
STREET MAINTENANCE	4.00	4.00	3.20	2.10	0.00	(2.10)
TREE CITY USA	0.10	0.10	0.10	0.10	0.00	(0.10)
PARKS MAINTENANCE	4.90	4.90	4.65	3.65	0.00	(3.65)
CITY GARAGE	0.00	0.00	0.80	0.60	0.00	(0.60)
TOTAL FTE'S	64.38	67.62	70.17	74.54	77.90	3.36

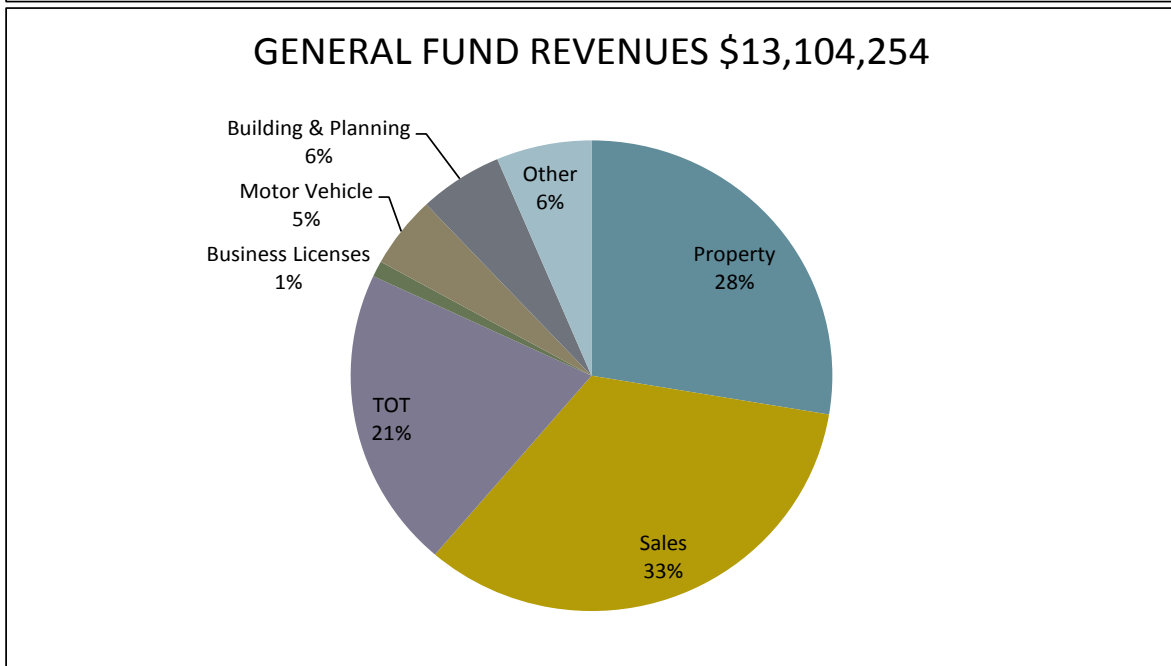
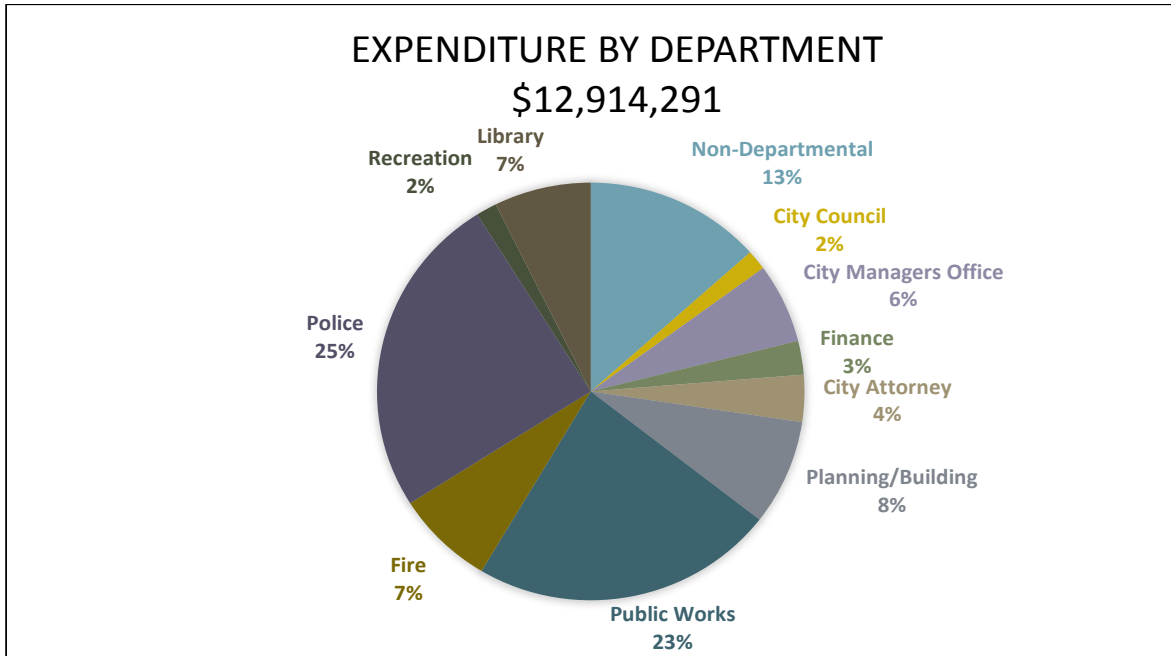
Authorized positions for fiscal year 2018 are 77.90 FTE's. Part-time positions make up 11.45 FTE's of the total FTE's. Not included in the above figures are 1 Mayor, 4 Council Members, 5 Planning Commissioners, Recreation Program Instructors or Tree Maintenance Workers who are hired on an as needed basis.

The proposed budget shows the addition of a Administrative Assistant by .50 to the City Manager's Office and by .50 to the Planning Department, and the addition of a dispatcher position. During FY 16/17 City Council approved the addition of a Recreation Supervisor and an increase in hours for the Fire Marshall and Fire Chief adding .40 hours. Additionally there was a slight decrease in part-time staff at the library. In FY 17/18 the Public Works Department did a reorganization resulting in staff being cross trained in different areas and not limited to one particular assignment. This is reflected in the chart below; there we no staffing additions, just realignment of existing positions. Salaries and benefits compromise of approximately 47% of the total City budget (removing transfers to internal funds and CIP project funds)

GENERAL FUND

The General Fund is used to account for resources traditionally associated with government, which are not required legally or by sound financial management to be accounted for in another fund.

**CITY OF ST. HELENA
GENERAL FUND REVENUES AND EXPENDITURES
FISCAL YEAR 2017/2018**



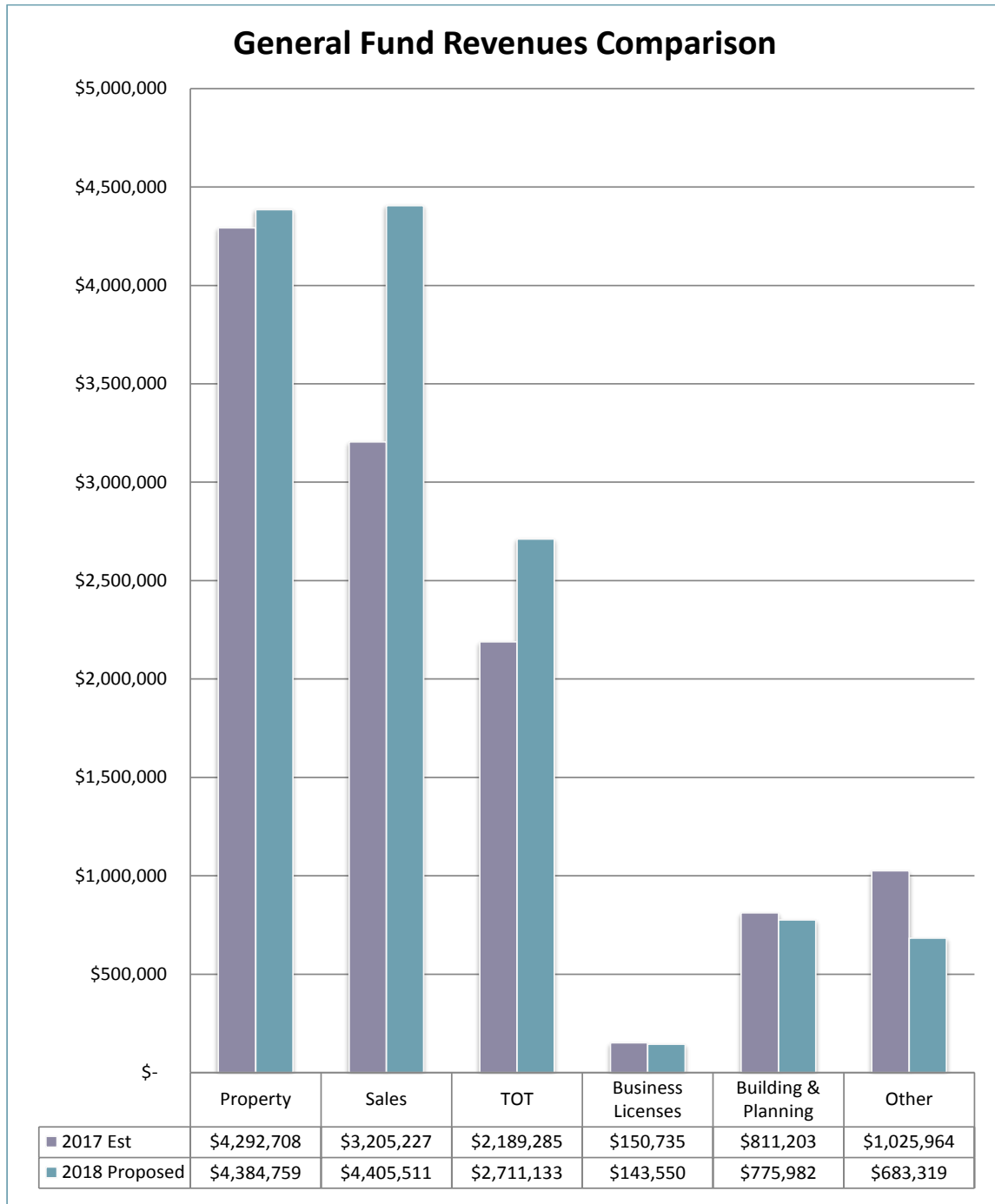
CITY OF ST. HELENA
GENERAL FUND REVENUES, EXPENDITURES, FUND BALANCE
Fiscal Year 2017/2018

<i>General Fund</i>	<i>Revenues</i>	<i>Expenditures</i>	<i>Total Fund Balance</i>
			3,029,469
REVENUES			
Property Taxes	4,384,759		
Sales Taxes	4,405,511		
Transient Occupancy Tax	2,711,133		
Business License	143,550		
Planning & Building Fees	775,982		
Other	683,319		
TOTAL REVENUES	13,104,254		
EXPENDITURE BY DEPARTMENT			
Non-Departmental		1,729,996	
City Council		199,121	
City Manager/Clerk/Human Resources		796,760	
Finance		336,624	
City Attorney		470,000	
Planning/Building		1,053,998	
Library		947,736	
Recreation		203,395	
Fire		966,522	
Police		3,237,757	
Public Works Administration		1,395,395	
Government Buildings		355,388	
Storm Drains		227,495	
Streets		540,975	
Parks		453,129	
TOTAL GENERAL FUND	\$ -	\$ 12,914,291	\$ 3,219,432
Estimated Reserve %			25%

Account	Description	Actual 2014	Actual 2015	Actual 2016	Estimated 2017	Estimated 2018
Property Taxes						
101-30-10-00-00	Property Tax-Secured	2,927,419	2,977,499	3,187,030	\$ 3,310,558	\$3,484,120
101-30-11-00-00	ERAF Shift to State	236,484	187,782	89,610	\$ 94,115	\$0
101-30-20-00-00	Property Tax-Unsecured	121,625	122,911	114,923	\$ 118,370	\$121,921
101-30-30-00-00	Prior Year Property Tax	1,052		1,506	\$ 1,200	\$0
101-30-90-00-00	Real Property Transfer Tax	103,781	92,290	110,376	\$ 113,687	\$117,098
101-32-05-00-00	In Lieu VLF	556,446	562,034	593,294	\$ 639,227	\$645,619
101-32-20-00-00	Homeowner Property Tax	16,184	15,626	15,376	\$ 15,550	\$16,000
Property Taxes		3,962,991	3,958,142	4,112,115	\$ 4,292,708	\$4,384,759
Sales Tax						
101-30-40-00-00	Retail Sales/Use Tax	1,926,764	1,962,589	2,511,879	\$ 3,149,527	\$4,349,811
101-30-42-00-00	Public Safety Sales Tax	47,612	57,198	57,794	\$ 55,700	\$55,700
101-30-43-00-00	Sales Tax In Lieu	620,559	694,523	521,022	\$ -	\$0
Sales Tax		2,594,935	2,714,310	3,090,695	\$ 3,205,227	\$4,405,511
Transient Occupancy Taxes						
101-30-41-00-00	Sales Tax Increment Res 91-18					
101-30-50-00-00	Transient Occupancy Tax	1,731,253	1,863,939	2,014,498	\$ 2,184,785	\$2,706,633
101-30-51-00-00	Transient Tax Penalty	1,354	6,241	34,334	\$ 4,500	\$4,500
Transient Occupancy Taxes		1,732,606	1,870,180	2,048,832	\$ 2,189,285	\$2,711,133
Other Taxes						
101-30-60-00-00	Franchise Tax	179,690	184,215	192,986	\$ 196,846	\$198,815
Other Taxes		179,690	184,215	192,986	\$ 196,846	\$198,815
Charges for Service						
101-30-61-00-00	Comcast PEG Access Fees	25,706	16,186	28,302	\$ 22,400	\$24,000
101-30-75-00-00	Fire Inspection Fees	5,280	5,830	716	\$ 15,000	\$1,000
101-31-21-00-00	Building Inspection Fees		2,831	3,818	\$ 3,500.00	\$3,500
101-31-22-00-00	Building Admin Fees		4,840	4,098	\$ 3,500.00	\$3,500
101-31-23-00-00	Other Fire Revenues		80	25,775		\$0
101-33-10-00-00	Planning Fees	(1,304)		103	\$ 100	\$100
101-33-30-00-00	Sales Of Maps/Publications		563	21	\$ 250	\$150
101-33-50-00-00	Police Services	35,194	27,675	31,833	\$ 30,000	\$30,000
101-33-51-00-00	Animal Control Services		(837)			\$0
101-33-60-00-00	Administrative Fees		5,588	100		\$0
101-33-70-00-00	Planning Fees	9,282	25,446	14,525	\$ 10,000	\$0
101-33-80-00-00	Engineering Fees	1,904	925	812	\$ 1,000	\$1,000
101-33-90-00-00	Street/Sidewalk/Curb Repair	-	5,592	-	\$ -	\$0
Charges for Service		76,062	94,718	110,102	85,750	63,250
Fines and Forfeits						
101-31-40-00-00	Vehicle Code Fines	53,118	43,215	30,230		\$0
101-31-50-00-00	Other Police Fines	47,893	52,130	37,872	\$ 35,000	\$27,000
101-31-55-00-00	A/R Late Penalty	(3,896)	641	1,658	\$ 500	\$500
101-33-63-00-00	Civil Penalties			41,000		\$0
101-34-20-00-00	Library Fines & Fees	13,150	16,170	15,539	\$ 6,900	\$7,000
Fines and Forfeits		110,265	112,156	126,299	42,400	34,500
Licenses and Permits						
101-30-70-00-00	Application & Permit Fees	3,525	9,825	1,825	\$ 1,000	\$2,500
101-30-80-00-00	Business License	148,415	152,615	159,728	\$ 150,185	\$143,000
101-30-81-00-00	Business License Penalty	1,231	189	906	\$ 550	\$550
101-31-20-00-00	Building Permits	312,156	416,475	486,542	\$ 497,535	\$472,000
101-33-15-00-00	Short Term Rental Permit		4,300	17,200	\$ 4,300	\$6,750
101-33-74-00-00	Planning App & Permit Fees	205,300	168,809	303,472	\$ 272,718	\$259,082
101-33-84-00-00	Public Works App & Permit Fees	38,765	47,075	37,300	\$ 35,000	\$35,000

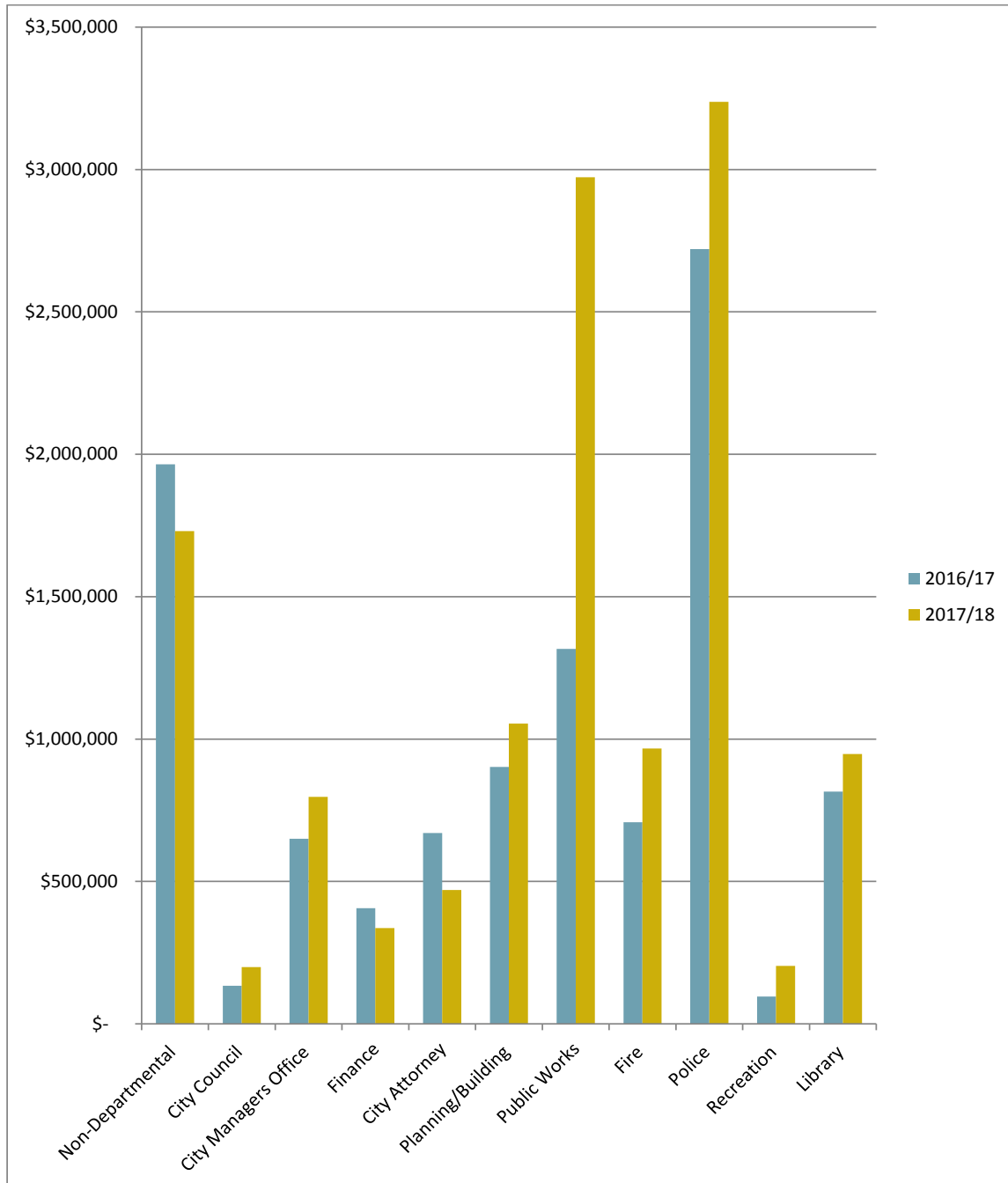
Account	Description	Actual	Actual	Actual	Estimated	Estimated
		2014	2015	2016	2017	2018
101-33-86-00-00	Well Permit Fee	1,300	1,300	1,300	\$ 650	\$650
Licenses and Permits		710,692	800,588	1,008,273	961,938	919,532
Development Fees						
101-33-81-00-00	Public Works Land & Dev Fees	7,200	17,600	21,600	\$ 6,500	\$6,500
Development Fees		7,200	17,600	21,600	6,500	6,500
Intergovernmental						
101-32-10-00-00	Motor Vehicle In-Lieu		2,476	2,447	\$ 2,500	\$2,500
101-32-40-00-00	Highway Maintenance	7,400	(3,700)		\$ 7,400	\$0
101-32-70-00-00	County Fire Contract	28,855	28,855	48,855	\$ 48,855	\$48,855
101-32-80-00-00	Emergency Relief	104,955	148,524	207,525	\$ 170,515	\$0
101-34-61-49-00	Contrib from Gov - Police	7,636	9,332	1,351	\$ 8,400	\$7,000
101-34-71-00-00	Reimb State Mandated Costs	1,665	68,268	21,037	\$ 2,000	\$2,000
101-34-73-00-00	Other State Revenue	5,515	5,000	5,008	\$ 5,000	\$5,000
101-34-75-00-00	Restitution	6,349	7,408	14,186	\$ 2,500	\$2,000
101-36-80-00-00	Library Abatement	2,270	3,576	3,784	\$ 3,600	\$3,600
101-38-00-80-00	Restitution Revenue		16,818			\$0
Intergovernmental		164,645	286,557	304,193	250,770	70,955
Interest and Rents						
101-31-70-00-00	Investment Earnings	13,966	22,912	50,720	\$ 15,550	\$15,550
101-34-76-00-00	Cash Overage/Shortage	(986)	1,040	(250)	\$ -	\$0
101-31-75-00-00	Interest Income	-	-	1,569	\$ -	\$0
101-36-10-00-00	Rental Income	196,537	187,824	165,340	\$ 170,150	\$165,000
101-36-11-00-00	Tennis Court Rentals	13,990	12,455	5,504	\$ 5,500	\$4,000
Interest and Rents		223,507	224,231	222,883	\$ 191,200	\$184,550
Miscellaneous						
101-33-20-00-00	Legal Cost Recovery	59,450	27,444	48,052	\$ 75,000	\$50,000
101-33-21-00-00	Storm Drain Cost Recovery	684	877	-	\$ -	\$0
101-33-40-00-00	Other Filing/Certification Fee	-	-	-	\$ -	\$0
101-33-85-00-00	Public Wks Violation/Repair Fe	-	-	-	\$ -	\$0
101-34-21-00-00	TRB Library Revenue	-	-	-	\$ -	\$20,000
101-34-22-00-00	Library Copies	-	-	-	\$ 3,000	\$3,000
101-34-23-00-00	Library Lost Material	-	-	-	\$ 400	\$400
101-34-24-00-00	Library Room Rental	-	-	-	\$ 350	\$350
101-34-31-00-00	Donations	18,186	-	1,743	\$ 2,000	\$1,000
101-34-51-00-00	Sale of Capital Assets	60,000	-	-	\$ -	\$0
101-34-60-00-00	Contributions from non-govt	-	6,235	-	\$ -	\$0
101-34-61-00-00	Contributions from Government	89,943	-	-	\$ -	\$0
101-34-68-00-00	TID Admin Fee	-	-	-	\$ -	\$0
101-34-70-00-00	Other Revenue	7,370	29,456	32,055	\$ 23,677	\$20,000
101-34-74-00-00	Insurance Refund	24,269	1,079	223		\$0
101-39-98-00-00	Operating Transfers In	10,369	51,240	3,043	\$ 148,072	\$30,000
Miscellaneous		270,273	116,331	85,116	252,499	124,750
TOTALS		9,949,604	10,266,711	11,191,394	\$ 11,675,122	\$13,104,254

CITY OF ST. HELENA
GENERAL FUND YEAR OVER YEAR EXPENDITURES
FISCAL YEAR 2017/2018



**CITY OF ST. HELENA
GENERAL FUND YEAR OVER YEAR EXPENDITURES**

FISCAL YEAR 2017/2018





CITY COUNCIL (4100)

PURPOSE

The City Council is the governing body of the City of St. Helena and has the power to make and enforce all laws related to municipal affairs, subject only to the limitations of the City Code and the State Constitution. The Council is responsible for the formulation of policy, enactment of legislation, control of revenues, and the appropriation of funds.

2016-17 ACHIEVEMENTS

- Adopted the 2016-2017 operating and capital budgets
- Passage of Measure D
- Approval of new Utility Rates
- Continued process to complete General Plan
- Formed Ad Hoc Committee for review of Utility Rate Study
- Designated additional money to affordable housing development
- Completed Negotiation with POA for a three-year agreement
- Continued to pursue illegal Short-Term Rentals
- Held City Council Town Hall Goal Setting in February 2017
- Held City Council team building exercise
- Continued drought regulations and water conservation programs
- Approved contract for professional services to hire a new City Manager
- 12 Managers and Executive Directors attended 24 events supporting local non-profit agencies

2017-18 GOALS AND OBJECTIVES

- Maintain our quality of life by sustaining and enhancing revenues
- Maintain a functional and safe city by supporting and maintaining City staff
- Manage workloads and dedicate adequate resources for proper project management
- Adopt balanced FY 2017-18 Budget
- Adopt General Plan Update

CITY COUNCIL

Alan Galbraith – Mayor
 Peter White – Vice Mayor
 Paul Dohring – Council Member
 Mary Koberstein – Council Member
 Geoff Ellsworth – Council Member

**CITY COUNCIL - 4100
BUDGET SUMMARY**

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Council Expenses By Fund								
FUND	DEPT							
101	4100	General Fund	159,903	124,714	172,180	172,179	132,179	199,121
561	4100	Water Enterprise	43,168	44,632	24,331	24,331	24,331	12,669
571	4100	Wastewater Enterprise	24,668	25,504	24,166	24,166	24,166	12,669
751	4100	Affordable Housing	-	-	-	-	-	10,000
Total Expenses			\$ 227,738	\$ 194,849	\$ 220,677	\$ 220,676	\$ 180,676	\$ 234,459

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Council Expense Summary								
Salary			18,000	18,000	18,000	18,000	18,000	18,000
Benefits			109,442	109,389	141,807	141,806	101,806	66,459
Communications			1,978	1,241	1,900	1,900	1,900	1,900
Computer Equipment			6,771	-	2,500	2,500	2,500	1,000
Contracts			44,284	20,515	9,000	9,000	9,000	17,000
Contributions			36,833	36,833	35,050	35,050	35,050	110,600
Dept supplies/services			6,420	5,125	7,250	7,250	7,250	7,400
Training/Conference			4,011	3,746	5,170	5,170	5,170	12,100
Total Expenses			\$ 227,738	\$ 194,849	\$ 220,677	\$ 220,676	\$ 180,676	\$ 234,459

CITY COUNCIL - 4100
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-41-00-20-20	Temp/Part Time	8,100	8,100	12,600	12,600	12,600	12,600
101-41-00-20-40	FICA/Medicare	878	909	1,285	1,285	1,285	1,285
101-41-00-20-45	Employer PERS	1,114	1,637	1,725	1,725	1,725	757
101-41-00-20-47	PERS Unfunded Liability	-	-	-	-	-	1,209
101-41-00-20-50	Employee PERS	420	429	844	844	844	932
101-41-00-20-55	Health Insurance	45,497	42,174	90,288	90,288	50,288	37,771
101-41-00-20-61	Workers Comp	-	-	-	-	-	-
101-41-00-20-75	Deferred Comp	3,598	4,003	4,567	4,567	4,567	4,567
20	<i>Salaries & Benefits</i>	59,607	57,253	111,310	111,309	71,309	59,121
101-41-00-21-10	Communications	1,978	1,241	1,900	1,900	1,900	1,900
101-41-00-21-15	Postage	9	32	50	50	50	100
101-41-00-21-40	Professional Fees	8,158	6,000	8,000	8,000	8,000	15,000
101-41-00-21-45	Other Contract Services	36,126	14,515	1,000	1,000	1,000	2,000
101-41-00-21-52	Facility Rental	-	-	-	-	-	-
101-41-00-21-53	Memberships & Publications	5,236	4,716	6,200	6,200	6,200	6,300
101-41-00-21-55	Training & Conference	4,011	3,746	5,170	5,170	5,170	12,100
21	<i>Services</i>	55,518	30,250	22,320	22,320	22,320	37,400
101-41-00-22-12	Computer Equipment	6,771	-	2,500	2,500	2,500	1,000
101-41-00-22-13	Office Supplies	188	309	500	500	500	500
101-41-00-22-15	Special Department Supplies	986	69	500	500	500	500
22	<i>Supplies</i>	7,945	377	3,500	3,500	3,500	2,000
101-41-00-24-05	Contributions	36,833	36,833	35,050	35,050	35,050	100,600
24	<i>Taxes, Insurances & Contributions</i>	36,833	36,833	35,050	35,050	35,050	100,600
Grand Total		159,903	124,714	172,180	172,179	132,179	199,121
101	General Fund	159,903	124,714	172,180	172,179	132,179	199,121
561	Water Enterprise						
561-41-00-20-20	Temp/Part Time	6,300	6,300	2,700	2,700	2,700	2,700
561-41-00-20-40	FICA/Medicare	683	707	275	275	275	275
561-41-00-20-45	Employer PERS	866	1,274	849	849	849	162
561-41-00-20-47	PERS Unfunded Liability	-	-	-	-	-	259
561-41-00-20-50	Employee PERS	326	334	181	181	181	200
561-41-00-20-55	Health Insurance	32,195	32,905	19,347	19,347	19,347	8,094
561-41-00-20-75	Deferred Comp	2,798	3,113	979	979	979	979
20	<i>Salaries & Benefits</i>	43,168	44,632	24,331	24,331	24,331	12,669
Grand Total		43,168	44,632	24,331	24,331	24,331	12,669
561	Water Enterprise	43,168	44,632	24,331	24,331	24,331	12,669
571	Sewer Enterprise						
571-41-00-20-20	Temp/Part Time	3,600	3,600	2,700	2,700	2,700	2,700
571-41-00-20-40	FICA/Medicare	390	404	275	275	275	275
571-41-00-20-45	Employer PERS	495	728	684	684	684	162
571-41-00-20-47	PERS Unfunded Liability	-	-	-	-	-	259
571-41-00-20-50	Employee PERS	187	191	181	181	181	200
571-41-00-20-55	Health Insurance	18,397	18,802	19,347	19,347	19,347	8,094
571-41-00-20-75	Deferred Comp	1,599	1,779	979	979	979	979
20	<i>Salaries & Benefits</i>	24,668	25,504	24,166	24,166	24,166	12,669

CITY COUNCIL - 4100
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
Grand Total		24,668	25,504	24,166	24,166	24,166	12,669
571	Sewer Enterprise	24,668	25,504	24,166	24,166	24,166	12,669
751	Affordable Housing						
751-41-00-24-05	Contributions	-	-	-	-	-	10,000
24	Taxes, Insurances & Contributions	-	-	-	-	-	10,000
Grand Total		-	-	-	-	-	10,000
751	Affordable Housing	-	-	-	-	-	10,000
Grand Total		\$ 227,738	\$ 194,849	\$ 220,677	\$ 220,676	\$ 180,676	\$ 234,459

CITY COUNCIL - 4100
EXPENSE DETAIL

Description	Object Code	Funding Source		Total Budgeted
<i>Professional Fees</i>	<i>2140</i>	<i>101</i>		
Strategic Planning		10,000		10,000
Miscellaneous Services		5,000		5,000
TOTAL - Professional Fees	2140	\$ 15,000	\$	15,000
<i>Other Contract Services</i>	<i>2145</i>	<i>101</i>		
Miscellaneous Services		2,000		2,000
TOTAL - Other Contract Services	2145	\$ 2,000	\$	2,000
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>		
IIMC		200		200
League of California Cities		4,800		4,800
NCLOG		300		300
Miscellaneous		1,000		1,000
TOTAL - Memberships & Publications	2153	\$ 6,300	\$	6,300
<i>Training and Conferences</i>	<i>2155</i>	<i>101</i>		
NLOG Meetings		2,100		2,100
League of California Cities		7,500		7,500
Miscellaneous Council Training/Meetings		2,500		2,500
TOTAL - Training and Conferences	2155	\$ 12,100	\$	12,100
<i>Contributions</i>	<i>2405</i>	<i>101</i>	<i>751</i>	
Boys & Girls Club		\$ 10,000		\$ 10,000
CA Federaltion of Women/St. Helena Junior		\$ 1,200		\$ 1,200
Wormen's Club		\$ 8,000		\$ 8,000
Friends of Cameo		\$ 10,000		\$ 10,000
NapaShakes		\$ 10,000		\$ 10,000
Native Sons of Golden West - St. Helena Parlor		\$ 10,000		\$ 10,000
Nimbus Arts		\$ 10,000		\$ 10,000
Our Town St. Helena		\$ -	\$ 10,000	\$ 10,000
Rianda House		\$ 10,000		\$ 10,000
St. Helena Community Garden		\$ 5,000		\$ 5,000
St. Helena Farmer's Market		\$ 6,400		\$ 6,400
St. Helena Historical Society		\$ 10,000		\$ 10,000
St. Helena Preschool for All		\$ 10,000		\$ 10,000
UpValley Family Center		\$ 10,000		\$ 10,000
TOTAL - Contributions	2405	\$ 100,600	\$ 10,000	\$ 110,600



CITY MANAGER'S OFFICE (4200)

PURPOSE

The City Manager is responsible for providing general administrative management of the City; acting as a liaison between the City Council and Staff; carrying out, on behalf of the City Council, its policies, rules, regulations and laws; overseeing the delivery of public service; reviewing and approving staff reports for Council meetings.

The City Clerk is responsible for the preparation of Council Agendas, Brown Act compliance, records management, Fair Political Practices Commission (FPPC) reporting requirements, and assistance to the City Council.

The Human Resource/Information Technology Director is responsible the recruitment of new employees, benefits, training, retirement, information technology, risk management and phone systems.

STAFFING

The City Manager's Office currently has 5 FTE staff members consisting of:

City Manager (1)
City Clerk (1)
HR/IT Director (1)
Administrative Services Mgr (0.75)
Accounting/HR Assistant (0.25)
Records Assistant (1)

2016-17 ACHIEVEMENTS

CITY MANAGER

- Supported Affordable Housing Initiatives
- Provided strong and ethical leadership to all City Departments
- Presented and adopted a balanced FY 2016-17 Budget
- Provided City Council with viable options for the Adams Street property
- Commitment to open and transparent government

CITY CLERK

- Conducted 2016 Municipal Election which included Measure D
- Constructed Laserfiche infrastructure
- Implemented and fostered a transparent process for public service
- Trained and retained a temporary, limited Administrative Records Assistant
- Implemented iCompass Agenda Management System and video streaming
- Provided training on Brown Act and Ethics to new Council and Commissioners
- Processed 224 Public Records Requests and prepared 39 City Council Agendas

HUMAN RESOURCES

- Revamped hiring process, including implementation of a new recruitment website
- Established a Citywide Internship Program
- Processed 28 new hires including 10 full-time and 18 part-time
- Compiled and provided a Benefits Compensation Package to all employees
- Continued support in providing Citywide safety and professional training

INFORMATION TECHNOLOGY

- Launched a redesign of City website complete with intuitive design and functional internal staff interface and training
- Processed 582 help tickets using the Help Desk Agent program
- Enhance reliability and manageability of the mail server system
- Implemented a digital system inventory management in monitoring database system with appropriate system alarms
- Boosted backup systems implementing veeam backups and storage servers
- Rebuild library server and join it to Cityhall's domain



CITY MANAGER'S OFFICE (4200)

2017-18 GOALS AND OBJECTIVES

CITY MANAGER

- Develop strategies supporting implementation of Council Goals
- Continue providing strong and ethical leadership to all City departments
- Ensure efficient and effective delivery of all programs and services
- Provide exceptional customer service citywide
- Adopt balanced FY 2017-18 Budget
- Continue improving emergency preparedness
- Enhance communication and transparency
- Provide administrative stability during transition period of City Manager
- Continue sphere of influence negotiations with Napa County LAFCO
- Actively engage in economic development initiatives
- Provide City Council with viable options for the Adams Street Property Enhance communication and transparency
- Engage in regional issues
- Retain employees; develop succession planning; provide trainings

CITY CLERK

- Continue implementation of Laserfiche
- Implement and foster a transparent process for public service
- AB1234 Ethics Training
- Ensure timely completion of Form 700 Statement of Economic Interests by appropriate staff and elected officials
- Schedule a formal Brown Act training
- Cross train staff to ensure consistent service

HUMAN RESOURCES

- Update all safety and human resources policies
- Update employee handbook
- Update employee job descriptions
- Conduct a Citywide classification and compensation survey
- Reestablish Safety Committee and conduct EOC Drill
- Continue support of Citywide safety and professional training
- Assist Department Head in filling department vacancies

INFORMATION TECHNOLOGY

- Update Citywide phone system with a VoIP phone system
- Implement Employee Self-Serve portal and intranet
- Identify improvements in delivering City services incorporating advancements in information technology
- Implementing more off-site or cloud type backups in addition to our on-site veeam backups
- Utilizing inventory management system for ease of management
- Investigating mobile device management for City iPhones and iPads for better management of the mobile environment including assisting with lost or stolen devices

**CITY MANAGER'S OFFICE - 4200
BUDGET SUMMARY**

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Manager/Clerk/HR Expenses By Fund								
FUND	DEPT							
101	4200	General Fund	335,982	613,494	661,648	753,747	704,747	796,760
561	4200	Water Enterprise	57,399	122,884	151,093	151,093	151,093	253,400
571	4200	Wastewater Enterprise	78,876	116,552	151,293	151,293	151,293	222,333
733	4200	Capital Projects	24,313	-	-	-	-	-
751	4200	Affordable Housing	-	-	-	-	-	-
Total Expenses			\$ 496,571	\$ 852,929	\$ 964,034	\$ 1,056,133	\$ 1,007,133	\$ 1,272,493

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Manager/Clerk/HR Expense Summary								
Salary			296,258	479,958	529,282	571,490	541,490	613,284
Benefits			113,997	223,509	297,772	312,442	293,442	370,953
Capital Equipment			24,313	-	-	-	-	-
Communications			3,126	3,351	3,278	3,278	3,278	3,300
Computer Equipment			-	4,167	1,030	2,110	2,110	11,500
Contracts			32,515	111,384	49,216	54,216	54,216	175,036
Dept supplies/services			12,356	18,105	29,688	58,829	58,829	41,370
Election Expense			10,970	148	27,000	27,000	27,000	10,000
Equipment/Software Maintenance			-	4,050	4,248	4,248	4,248	16,500
Training/Conference			3,035	8,258	22,520	22,520	22,520	30,550
Total Expenses			\$ 496,571	\$ 852,929	\$ 964,034	\$ 1,056,133	\$ 1,007,133	\$ 1,272,493

CITY MANAGER'S OFFICE - 4200 (City Manager), 4210 (City Clerk), 4220 (HR/IT)
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-42-00-20-10	Salary-Regular	178,581	311,264	347,966	390,174	360,174	113,928
101-42-00-20-20	Temp/Part-time salary	14,388	6,601	-	-	-	-
101-42-00-20-30	Overtime	1,829	291	-	-	-	-
101-42-00-20-40	FICA/Medicare	14,999	21,398	24,176	27,405	27,405	6,405
101-42-00-20-45	Employer PERS	14,620	40,610	60,514	63,114	61,114	7,064
101-42-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	11,277
101-42-00-20-50	Employee PERS	2,956	-	-	-	-	-
101-42-00-20-55	Health Insurance	31,890	55,041	78,446	86,358	76,358	17,574
101-42-00-20-61	Workers Comp	5,738	13,089	11,712	11,712	11,712	2,657
101-42-00-20-65	SDI	1,706	2,366	2,578	2,958	2,958	599
101-42-00-20-71	Unemployment	-	3,895	8,300	8,300	3,300	-
101-42-00-20-75	Deferred Comp	2,849	5,773	6,874	7,423	6,923	1,534
101-42-00-20-85	Auto Allowance	4,423	16	8,400	8,400	6,900	3,600
101-42-00-20-89	Charity Event Reimbursement	0.00	7,520	1,500	1,500	1,500	-
101-42-10-20-10	Salary-Regular	-	-	-	-	-	141,301
101-42-10-20-20	Temp/Part-time salary	-	-	-	-	-	-
101-42-10-20-30	Overtime	-	-	-	-	-	-
101-42-10-20-40	FICA/Medicare	-	-	-	-	-	10,984
101-42-10-20-45	Employer PERS	-	-	-	-	-	8,534
101-42-10-20-47	PERS Unfunded Liabilities	-	-	-	-	-	13,625
101-42-10-20-55	Health Insurance	-	-	-	-	-	37,072
101-42-10-20-61	Workers Comp	-	-	-	-	-	6,200
101-42-10-20-65	SDI	-	-	-	-	-	1,104
101-42-10-20-75	Deferred Comp	-	-	-	-	-	2,399
101-42-10-20-85	Auto Allowance	-	-	-	-	-	1,920
101-42-20-20-10	Salary-Regular	-	-	-	-	-	139,592
101-42-20-20-20	Temp/Part-time salary	-	-	-	-	-	-
101-42-20-20-30	Overtime	-	-	-	-	-	-
101-42-20-20-40	FICA/Medicare	-	-	-	-	-	10,530
101-42-20-20-45	Employer PERS	-	-	-	-	-	10,854
101-42-20-20-47	PERS Unfunded Liabilities	-	-	-	-	-	17,328
101-42-20-20-55	Health Insurance	-	-	-	-	-	32,645
101-42-20-20-61	Workers Comp	-	-	-	-	-	5,314
101-42-20-20-65	SDI	-	-	-	-	-	1,131
101-42-20-20-75	Deferred Comp	-	-	-	-	-	2,729
101-42-20-20-85	Auto Allowance	-	-	-	-	-	2,520
20	Salaries & Benefits	273,979	467,863	550,466	607,344	558,344	610,420
101-42-00-21-05	Advertising	5,734	5,604	5,750	5,750	5,750	-
101-42-00-21-10	Communications	3,126	3,351	3,278	3,278	3,278	3,300
101-42-00-21-15	Postage	457	395	345	345	345	400
101-42-00-21-27	Equipment Lease Exp	-	-	575	575	575	-
101-42-00-21-30	Professional Contracts	4,539	29,015	3,000	3,000	3,000	5,000
101-42-00-21-45	Other Contract Services	27,976	82,369	29,550	34,550	34,550	20,000
101-42-00-21-53	Memberships & Publications	595	5,268	4,945	4,945	4,945	2,600
101-42-00-21-55	Training & Conference	3,007	8,258	21,920	21,920	21,920	13,300
101-42-00-21-56	Admin Recruitment	1,449	154	10,000	34,400	34,400	-
101-42-00-21-60	Other Travel	28	-	-	-	-	100
101-42-10-21-05	Advertising	-	-	-	-	-	5,800
101-42-10-21-30	Professional Contracts	-	-	-	-	-	-
101-42-10-21-45	Other Contract Services	-	-	-	-	-	16,300
101-42-10-21-53	Memberships & Publications	-	-	-	-	-	1,800

CITY MANAGER'S OFFICE - 4200 (City Manager), 4210 (City Clerk), 4220 (HR/IT)
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101-42-10-21-55	Training & Conference	-	-	-	-	-	7,850
101-42-10-21-60	Other Travel	-	-	-	-	-	100
101-42-20-21-05	Advertising	-	-	-	-	-	3,000
101-42-20-21-30	Professional Contracts	-	-	-	-	-	57,420
101-41-20-21-45	Other Contract Services	-	-	-	-	-	-
101-42-20-21-46	Website Support	-	-	-	-	-	3,500
101-42-20-21-53	Memberships & Publications	-	-	-	-	-	2,570
101-42-20-21-55	Training & Conference	-	-	-	-	-	6,300
101-42-20-21-56	Admin Recruitment	-	-	-	-	-	3,000
101-42-20-21-60	Other Travel	-	-	-	-	-	100
21	Services	46,911	134,414	79,363	108,763	108,763	152,440
101-42-00-22-07	Copies	-	-	-	-	-	-
101-42-00-22-12	Computer Equipment	-	3,532	830	1,910	1,910	1,000
101-42-00-22-13	Office Supplies	3,550	2,822	2,400	2,400	2,400	1,000
101-42-00-22-14	Election Expense	10,970	148	27,000	27,000	27,000	-
101-42-00-22-15	Special Department Supplies	572	1,158	173	743	743	300
101-42-10-22-12	Computer Equipment	-	-	-	-	-	3,500
101-42-10-22-13	Office Supplies	-	-	-	-	-	1,000
101-42-10-22-14	Election Expense	-	-	-	-	-	10,000
101-42-10-22-15	Special Department Supplies	-	-	-	-	-	300
101-42-20-22-12	Computer Equipment	-	-	-	-	-	1,000
101-42-20-22-13	Office Supplies	-	-	-	-	-	2,800
101-42-20-22-15	Special Department Supplies	-	-	-	-	-	3,000
22	Supplies	15,092	7,659	30,403	32,053	32,053	23,900
101-42-00-23-11	Maint Office Equip	-	-	-	-	-	-
101-42-00-23-35	Software Maintenance	-	1,350	1,416	1,416	1,416	500
101-42-10-23-35	Software Maintenance	-	-	-	-	-	-
101-42-20-23-35	Software Maintenance	-	-	-	-	-	4,500
23	Maintenance	-	1,350	1,416	1,416	1,416	5,000
101-42-00-24-25	Taxes & Other Charges	-	-	-	-	-	-
24	Taxes, Insurances & Contributi	-	-	-	-	-	-
101-42-00-26-40	Furniture & Fixtures	-	2,208	-	4,171	4,171	2,000
101-42-00-26-60	Capital Imp Buildings	-	-	-	-	-	-
101-42-10-26-40	Furniture & Fixtures	-	-	-	-	-	500
101-42-20-26-40	Furniture & Fixtures	-	-	-	-	-	2,500
26	Capital	-	2,208	-	4,171	4,171	5,000
Grand Total		335,982	613,494	661,648	753,747	704,747	796,760
101	General Fund	335,982	613,494	661,648	753,747	704,747	796,760
561	Water Enterprise						
561-42-00-20-10	Salary-Regular	42,202	83,032	90,658	90,658	90,658	37,976
561-42-00-20-20	Temp/Part-time salary	-	-	-	-	-	-
561-42-00-20-30	Overtime	159	-	-	-	-	-
561-42-00-20-40	FICA/Medicare	3,290	5,491	6,083	6,083	6,083	2,135
561-42-00-20-45	Employer PERS	3,421	12,206	16,393	16,393	16,393	2,355
561-42-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	11,277
561-42-00-20-50	Employee PERS	361	-	-	-	-	-
561-42-00-20-55	Health Insurance	5,048	13,260	17,345	17,345	17,345	5,858

CITY MANAGER'S OFFICE - 4200 (City Manager), 4210 (City Clerk), 4220 (HR/IT)
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561-42-00-20-61	Workers Comp	509	2,703	2,645	2,645	2,645	886
561-42-00-20-65	SDI	403	595	631	631	631	200
561-42-00-20-75	Deferred Comp	689	1,429	1,764	1,764	1,764	511
561-42-00-20-85	Auto Allowance	1,318	2,107	2,400	2,400	2,400	1,200
561-42-00-20-89	Charity Event Reimbursement	-	-	375	375	375	-
561-42-00-20-97	Housing Allowance	-	-	-	-	-	-
561-42-10-20-10	Salary-Regular	-	-	-	-	-	24,738
561-42-10-20-20	Temp/Part-time salary	-	-	-	-	-	-
561-42-10-20-40	FICA/Medicare	-	-	-	-	-	1,948
561-42-10-20-45	Employer PERS	-	-	-	-	-	1,458
561-42-10-20-47	PERS Unfunded Liabilities	-	-	-	-	-	13,625
561-42-10-20-55	Health Insurance	-	-	-	-	-	8,937
561-42-10-20-61	Workers Comp	-	-	-	-	-	1,329
561-42-10-20-65	SDI	-	-	-	-	-	202
561-42-10-20-75	Deferred Comp	-	-	-	-	-	751
561-42-10-20-85	Auto Allowance	-	-	-	-	-	720
561-42-20-20-10	Salary-Regular	-	-	-	-	-	46,531
561-42-20-20-20	Temp/Part-time salary	-	-	-	-	-	-
561-42-20-20-40	FICA/Medicare	-	-	-	-	-	3,517
561-42-20-20-45	Employer PERS	-	-	-	-	-	3,618
561-42-20-20-47	PERS Unfunded Liabilities	-	-	-	-	-	17,328
561-42-20-20-55	Health Insurance	-	-	-	-	-	10,882
561-42-20-20-61	Workers Comp	-	-	-	-	-	1,771
561-42-20-20-65	SDI	-	-	-	-	-	377
561-42-20-20-75	Deferred Comp	-	-	-	-	-	1,002
561-42-20-20-85	Auto Allowance	-	-	-	-	-	960
20	<i>Salaries & Benefits</i>	57,399	120,823	138,294	138,294	138,294	202,092
561-42-00-21-30	Professional Contracts	-	-	500	500	500	500
561-42-00-21-45	Other Contract Services	-	-	7,833	7,833	7,833	2,000
561-42-00-21-55	Training & Conference	-	-	300	300	300	500
561-42-00-21-56	Admin Recruitment	-	-	2,750	2,750	2,750	-
561-42-10-21-45	Other Contract Services	-	-	-	-	-	9,238
561-42-10-21-55	Training & Conference	-	-	-	-	-	600
561-42-20-21-05	Advertising	-	-	-	-	-	700
561-42-20-21-30	Professional Contracts	-	-	-	-	-	26,670
561-42-20-21-45	Other Contract Services	-	-	-	-	-	-
561-42-20-21-55	Training & Conference	-	-	-	-	-	400
561-42-20-21-56	Admin Recruitment	-	-	-	-	-	1,500
21	<i>Services</i>	-	-	11,383	11,383	11,383	42,108
561-42-00-22-12	Computer Equipment	-	636	-	-	-	-
561-42-00-22-15	Special Department Supplies	-	76	-	-	-	-
561-42-10-22-12	Computer Equipment	-	-	-	-	-	3,000
561-42-20-22-13	Office Supplies	-	-	-	-	-	700
561-42-20-22-15	Special Department Supplies	-	-	-	-	-	1,500
22	<i>Supplies</i>	-	711	-	-	-	5,200
561-42-00-23-35	Software Maintenance	-	1,350	1,416	1,416	1,416	-
561-42-20-23-35	Software Maintenance	-	-	-	-	-	4,000
23	<i>Maintenance</i>	-	1,350	1,416	1,416	1,416	4,000
Grand Total		57,399	122,884	151,093	151,093	151,093	253,400

CITY MANAGER'S OFFICE - 4200 (City Manager), 4210 (City Clerk), 4220 (HR/IT)
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise	57,399	122,884	151,093	151,093	151,093	253,400
571	Sewer Enterprise						
571-42-00-20-10	Salary-Regular	58,942	78,770	90,658	90,658	90,658	37,976
571-42-00-20-20	Temp/Part-time salary	-	-	-	-	-	-
571-42-00-20-30	Overtime	159	-	-	-	-	-
571-42-00-20-40	FICA/Medicare	4,587	5,162	6,083	6,083	6,083	2,135
571-42-00-20-45	Employer PERS	4,753	11,185	16,393	16,393	16,393	2,355
571-42-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	3,759
571-42-00-20-50	Employee PERS	361	-	-	-	-	-
571-42-00-20-55	Health Insurance	6,519	12,533	17,345	17,345	17,345	5,858
571-42-00-20-61	Workers Comp	182	2,881	2,645	2,645	2,645	886
571-42-00-20-65	SDI	564	557	631	631	631	200
571-42-00-20-75	Deferred Comp	924	1,364	1,764	1,764	1,764	511
571-42-00-20-85	Auto Allowance	1,887	2,039	2,400	2,400	2,400	1,200
571-42-00-20-89	Charity Event Reimbursement	-	-	375	375	375	-
571-42-00-20-97	Housing Allowance	-	-	-	-	-	-
571-42-10-20-10	Salary-Regular	-	-	-	-	-	24,738
571-42-10-20-20	Temp/Part-time salary	-	-	-	-	-	-
571-42-10-20-30	Overtime	-	-	-	-	-	-
571-42-10-10-40	FICA/Medicare	-	-	-	-	-	1,948
571-42-10-20-45	Employer PERS	-	-	-	-	-	1,458
571-42-10-20-47	PERS Unfunded Liabilities	-	-	-	-	-	2,328
571-42-10-20-55	Health Insurance	-	-	-	-	-	8,937
571-42-10-20-61	Workers Comp	-	-	-	-	-	1,329
571-42-10-20-65	SDI	-	-	-	-	-	202
571-42-10-20-75	Deferred Comp	-	-	-	-	-	751
571-42-10-20-85	Auto Allowance	-	-	-	-	-	720
571-42-20-20-10	Salary-Regular	-	-	-	-	-	46,531
571-42-20-20-20	Temp/Part-time salary	-	-	-	-	-	-
571-42-20-20-40	FICA/Medicare	-	-	-	-	-	3,517
571-42-20-20-45	Employer PERS	-	-	-	-	-	3,618
571-42-20-20-47	PERS Unfunded Liabilities	-	-	-	-	-	5,776
571-42-20-20-55	Health Insurance	-	-	-	-	-	10,882
571-42-20-20-61	Workers Comp	-	-	-	-	-	1,771
571-42-20-20-65	SDI	-	-	-	-	-	377
571-42-20-20-75	Deferred Comp	-	-	-	-	-	1,002
571-42-20-20-85	Auto Allowance	-	-	-	-	-	960
20	Salaries & Benefits	78,876	114,490	138,294	138,294	138,294	171,725
571-42-00-21-30	Professional Contracts	-	-	500	500	500	-
571-42-00-21-45	Other Contract Services	-	-	7,833	7,833	7,833	2,000
571-42-00-21-55	Training & Conference	-	-	300	300	300	300
571-42-00-21-56	Admin Recruitment	-	-	2,750	2,750	2,750	-
571-42-10-21-45	Other Contract Services	-	-	-	-	-	9,238
571-42-10-21-55	Training & Conference	-	-	-	-	-	600
571-42-20-21-05	Advertising	-	-	-	-	-	700
571-42-20-21-30	Professional Contracts	-	-	-	-	-	26,670
571-42-20-21-45	Other Contract Services	-	-	-	-	-	-
571-42-20-21-55	Training & Conference	-	-	-	-	-	400
571-42-20-21-56	Admin Recruitment	-	-	-	-	-	1,500
21	Services	-	-	11,383	11,383	11,383	41,408

CITY MANAGER'S OFFICE - 4200 (City Manager), 4210 (City Clerk), 4220 (HR/IT)
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571-42-00-22-12	Computer Equipment	-	636	200	200	200	-
571-42-00-22-15	Special Dept. Supplies	-	76	-	-	-	-
571-42-10-22-12	Computer Equipment	-	-	-	-	-	3,000
571-42-20-22-13	Office Supplies	-	-	-	-	-	700
571-42-20-22-15	Special Dept. Supplies	-	-	-	-	-	1,500
22	<i>Supplies</i>	-	711	200	200	200	5,200
571-42-00-23-35	Software Maintenance	-	1,350	1,416	1,416	1,416	-
571-42-20-23-35	Software Maintenance	-	-	-	-	-	4,000
23	<i>Maintenance</i>	-	1,350	1,416	1,416	1,416	4,000
Grand Total		78,876	116,552	151,293	151,293	151,293	222,333
571	Sewer Enterprise	78,876	116,552	151,293	151,293	151,293	222,333
733	Capital Project Planning						
42	City Manager						
733-42-00-23-00	Capital Projects Budget	24,313	-	-	-	-	-
23	Maintenance	24,313	-	-	-	-	-
00	Administration	24,313	-	-	-	-	-
Grand Total		\$ 496,571	\$ 852,929	\$ 964,034	\$ 1,056,133	\$ 1,007,133	\$ 1,272,493

CITY MANAGER'S OFFICE - 4200
EXPENSE DETAIL

Description	Object Code	Funding Source and			Total Budgeted	
		Amount Per Funding Source				
<i>Professional Fees</i>	<i>2130</i>	<i>101</i>	<i>561</i>	<i>571</i>		
Miscellaneous Services			5,000	-	-	5,000
TOTAL - Professional Fees	2130	\$ 5,000	\$ -	\$ -	\$ 5,000	
<i>Other Contract Services</i>	<i>2145</i>	<i>101</i>	<i>561</i>	<i>571</i>		
Miscellaneous Contracts			20,000	-	-	20,000
TOTAL - Other Contract Services	2145	\$ 20,000	\$ -	\$ -	\$ 20,000	
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>	<i>561</i>	<i>571</i>		
CCMF			400	-	-	400
ICMA			2,000	-	-	2,000
MMANC			200	-	-	200
TOTAL - Memberships & Publications	2153	\$ 2,600	\$ -	\$ -	\$ 2,600	
<i>Training and Conferences</i>	<i>2155</i>	<i>101</i>	<i>561</i>	<i>571</i>		
ICMA			3,500	-	-	3,500
City Manager Training			8,000	-	-	8,000
League of California Cities			1,800	-	-	1,800
TOTAL - Training and Conferences	2155	\$ 13,300	\$ -	\$ -	\$ 13,300	

CITY MANAGER'S OFFICE - CITY CLERK 4210
EXPENSE DETAIL

Description	Object Code	Funding Source and			Total Budgeted
		Amount Per Funding Source			
<i>Other Contract Services</i>	<i>2145</i>	<i>101</i>	<i>561</i>	<i>571</i>	
Southtech - Form 700		500	-	-	500
iCompass City Council/Planning Commission Web Streaming (80/10/10)		4,560	570	570	5,700
iCompass City Council/Planning Commission Agenda Module (80/10/10)		2,940	368	368	3,676
iCompass PRA Module		200	200	200	600
Public Facing Laserfiche Link		6,600	6,600	6,600	19,800
ECS (laserfiche)		1,500	1,500	1,500	4,500
TOTAL - Other Contract Services	2145	\$ 16,300	\$ 9,238	\$ 9,238	\$ 34,776
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>	<i>561</i>	<i>571</i>	
IIMC		200	-	-	200
CCAC		100	-	-	100
MMANC		100	-	-	100
ARMA		200	-	-	200
County of Napa Official Records Index and Document Images (split with PW Admin and Planning)		1,200	-	-	1,200
TOTAL - Memberships & Publications	2153	\$ 1,800	\$ -	\$ -	\$ 1,800
<i>Training and Conferences</i>	<i>2155</i>	<i>101</i>	<i>561</i>	<i>571</i>	
Technical Training for Clerks		3,000	-	-	3,000
CCAC Annual Conference		1,500	-	-	1,500
MMANC		600	-	-	600
ARMA		500	-	-	500
Workflow Training		600	600	600	1,800
League of California Cities New Law and Elections		1,650	-	-	1,650
TOTAL - Training and Conferences	2155	\$ 7,850	\$ 600	\$ 600	\$ 9,050
<i>Computer Equipment</i>	<i>2212</i>	<i>101</i>	<i>561</i>	<i>571</i>	
Scanners (for laserfiche)		3,000	3,000	3,000	9,000
Miscellaneous		500	-	-	500
TOTAL - Computer Equipment	2212	\$ 3,500	\$ 3,000	\$ 3,000	\$ 9,500

CITY MANAGER'S OFFICE - HR/IT 4220
EXPENSE DETAIL

Description	Object Code	Funding Source and			Total Budgeted
		Amount Per Funding Source			
Professional Contracts	2130	101	561	571	
Annual Support Contract - Marin IT			26,670	26,670	80,010
Annual Phone Lease			30,750	-	30,750
TOTAL - Professional Contracts	2130	\$ 57,420	\$ 26,670	\$ 26,670	\$ 110,760
Website Support	2146	101	561	571	
Domain and Website Hosting			3,500	-	3,500
TOTAL - Website Support	2146	\$ 3,500	\$ -	\$ -	\$ 3,500
Memberships & Publications	2153	101	561	571	
CalPELRA (HR)			700	-	700
NCCIPMA-HR Lifetime Membership			350	-	350
MMANC			150	-	150
CalChamber			870	-	870
MailChimp			500	-	500
TOTAL - Memberships & Publications	2153	\$ 2,570	\$ -	\$ -	\$ 2,570
Training and Conferences	2155	101	561	571	
Labor, Continuing Education			200	100	400
Pryor Training Unlimited (HR)			600	-	600
MMANC, Springbrook Conference, HR Trainings			3,000	-	3,000
CalPELRA (HR) - REMIF to Reimburse			1,100	-	1,100
PARMA - REMIF to Reimburse			1,100	-	1,100
Liebert Cassidy (HR)			300	300	900
TOTAL - Training and Conferences	2155	\$ 6,300	\$ 400	\$ 400	\$ 7,100
Admin Recruitment	2156	101	561	571	
Background Checks			2,000	1,000	4,000
Physicals			1,000	500	2,000
TOTAL - Admin Recruitment	2156	\$ 3,000	\$ 1,500	\$ 1,500	\$ 6,000
Software Maintenance	2335	101	561	571	
Anti-Virus			3,000	3,000	9,000
CalOpps Recruitment Software			1,000	500	2,000
Misc. IT Software			500	500	1,500
TOTAL - Software Maintenance	2335	\$ 4,500	\$ 4,000	\$ 4,000	\$ 12,500



FINANCE (4300)

PURPOSE

The Finance Department is responsible for providing financial management of all City Funds, grants management and administrating internal service functions for all departments. Major activities include: maintaining the City's investment program and providing necessary financing for capital needs; preparing management and financial analysis reports; developing the Annual Budget; grant contract review, verification of grant reimbursements and audit closeout; monitoring legislation affecting finances of the City; monitoring the City's risk management needs, and administration of the Business License Ordinance.

Other activities include billing and collection services for City water and sewer utilities, business licenses, parking citations, miscellaneous receivables, and purchasing services.

STAFFING

The Finance Department currently has 5 FTE staff members. Consisting of:
 Finance Director (1)
 Administrative Services Manager (0.25)
 Grants/Finance Manager (1)
 Accounting Technician (1)
 Accounting Assistants (1.75)

2016-17 ACHIEVEMENTS

- Adopted FY 2016-17 balanced budget
- Implemented new monitoring and reporting
- Implemented new control measures
- Conducted forensic review of Comprehensive Flood Control Project
- Prepared quarterly finance updates
- Prepared quarterly grant updates
- Completed FY 2015-16 Comprehensive Audited Financial Report (CAFR)
- Continued internal auditing reviews
- Reconciled and updated several accounts which were left undone since 2011
- Created Utility Billing, Accounts Receivable, and TOT manuals
- Developed contracts process
- Continued to work on City and department policy and procedures
- Completed Utility Rate Study
- Developed centralized Utility Billing inquiry system
- Created and adopted policies for Non-profit funding, CARE rate, leak adjustments, and stale-dated checks
- Continued work on forensic audit
- New Grant Funding FY 16/17 - \$706,000
- New Grant Funding FY 17/18 - \$1.4 million
- Active Grant Management - \$2.1 million
- Flood Control Project Grant Management - \$20.3 million

2017-18 GOALS AND OBJECTIVES

- Continue to increase the level of efficiency and effectiveness of the Department
- Complete forensic audit
- Complete CAFR by December 31, 2017
- Continue to review and update Finance policies and procedures
- Continue to seek viable grant opportunities
- Continue cross training program for all department staff
- Prepare a balanced budget and monitor revenue and expenses
- Begin the establishment of equipment replacement and sinking funds for City buildings and property
- Complete User Fee and Impact Fee Study
- Complete full CIP fiscal audit
- Bring Finance Policies to City Council for guidance and approval
- Continue work on Flood Control Project

FINANCE - 4300
BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Finance Expenses By Fund								
FUND DEPT								
101	4300	General Fund	281,187	320,045	352,380	414,854	377,154	336,624
235	4300	Measure A	-	-	-	-	-	261,900
561	4300	Water Enterprise	303,258	239,106	250,547	301,504	301,504	281,195
571	4300	Wastewater Enterprise	193,978	196,627	204,402	254,947	254,947	234,169
216	4300	Public Safety Impact	-	1,753	-	6,400	6,400	-
713	4300	Civic Impact	-	1,753	-	6,400	6,400	-
733	4300	Capital Project Planning	44,429	2,250	-	-	-	-
740	4300	Traffic Mitigation Impact	-	1,753	-	6,400	6,400	-
742	4300	Storm Drain Improvement	-	1,753	-	6,400	6,400	-
764	4300	Water Impact	-	1,753	-	6,400	6,400	-
774	4300	Sewer Impact	-	1,753	-	6,400	6,400	-
Total Expenses			\$ 822,852	\$ 768,545	\$ 807,328	\$ 1,009,703	\$ 972,003	\$ 1,113,888

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Finance Expense Summary								
Salary			342,118	357,874	396,781	396,781	376,781	437,166
Benefits			208,770	189,254	221,800	221,732	206,232	204,343
Capital Equipment			-	-	-	-	-	-
Communications			2,147	1,399	1,935	1,935	1,735	2,000
Computer Equipment			-	5,060	1,350	2,205	2,205	4,500
Contracts			85,318	86,134	60,452	262,039	262,039	322,350
Dept supplies/services			84,660	104,994	89,497	89,497	87,497	99,638
Software/Equipment Maintenance			51,849	855	25,633	25,633	25,633	29,150
Training/Conference			2,588	7,012	9,880	9,880	9,880	14,741
Total Expenses			\$ 822,852	\$ 768,545	\$ 807,328	\$ 1,009,703	\$ 972,003	\$ 1,113,888

FINANCE - 4300
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-43-00-20-10	Salary-Regular	119,360	161,793	182,224	182,224	162,224	176,816
101-43-00-20-20	Temp/Part Time	1,100	1,481	-	-	-	2,000
101-43-00-20-30	Overtime	726	42	500	500	500	2,000
101-43-00-20-40	FICA/Medicare	9,409	12,667	14,171	14,171	12,171	13,026
101-43-00-20-45	Employer PERS	14,424	24,245	31,870	31,870	29,870	11,331
101-43-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	18,089
101-43-00-20-50	Employee PERS	2,312	-	-	-	-	-
101-43-00-20-55	Health Insurance	27,191	36,163	37,474	37,474	27,474	24,845
101-43-00-20-61	Workers Comp	6,558	7,114	7,568	7,568	7,568	7,699
101-43-00-20-65	SDI	1,152	1,466	1,563	1,563	1,563	1,409
101-43-00-20-71	Unemployment	-	-	-	-	-	-
101-43-00-20-75	Deferred Comp	2,391	4,081	4,361	4,361	3,861	3,202
101-43-00-20-85	Auto Allowance	2,037	3,746	3,919	3,919	3,919	2,647
101-43-00-20-89	Charity Event Reimbursement	-	-	1,223	1,223	1,223	-
101-43-00-20-96	Education Reimbursement	-	-	1,000	1,000	-	1,000
20	Salaries & Benefits	186,660	252,797	285,873	285,873	250,373	264,064
101-43-00-21-05	Advertising	650	-	-	-	-	1,000
101-43-00-21-10	Communications	2,147	585	1,000	1,000	800	1,000
101-43-00-21-15	Postage	4,243	3,915	4,500	4,500	4,500	4,500
101-43-00-21-27	Equipment Lease Exp	-	-	-	-	-	-
101-43-00-21-30	Professional Contracts	3,931	6,658	3,500	3,885	3,885	3,700
101-43-00-21-40	Professional Fees	66	11	-	-	-	-
101-43-00-21-42	Banking Fees	7,839	8,340	13,000	13,000	11,000	13,000
101-43-00-21-45	Other Contract Services	47,460	38,241	24,024	85,827	85,827	24,650
101-43-00-21-48	Government Fees	100	100	100	100	100	200
101-43-00-21-53	Memberships & Publications	1,289	307	1,097	1,097	1,097	1,398
101-43-00-21-55	Training & Conference	2,262	2,916	4,415	4,415	4,415	5,562
101-43-00-21-60	Other Travel	38	26	200	200	200	200
101-43-00-21-62	Bank Fee Reimbursements	-	-	-	-	-	-
21	Services	70,026	61,098	51,836	114,025	111,825	55,210
101-43-00-22-07	Copies	-	-	-	-	-	-
101-43-00-22-12	Computer Equipment	-	1,509	450	735	735	1,500
101-43-00-22-13	Office Supplies	1,136	1,126	1,200	1,200	1,200	1,700
101-43-00-22-15	Special Department Supplies	2,632	1,555	3,500	3,500	3,500	3,700
22	Supplies	3,768	4,190	5,150	5,435	5,435	6,900
101-43-00-23-11	Maint Office Equip	-	-	500	500	500	600
101-43-00-23-35	Software Maintenance	20,085	285	7,971	7,971	7,971	8,850
23	Maintenance	20,085	285	8,471	8,471	8,471	9,450
101-43-00-24-25	Taxes & Other Charges	-	200	-	-	-	-
24	Taxes, Insurances & Contributi	-	200	-	-	-	-
101-43-00-26-30	Capital Equipment	-	-	-	-	-	-
101-43-00-26-40	Furniture & Fixtures	648	1,474	1,050	1,050	1,050	1,000
26	Capital	648	1,474	1,050	1,050	1,050	1,000
Grand Total		281,187	320,045	352,380	414,854	377,154	336,624
101	General Fund	281,187	320,045	352,380	414,854	377,154	336,624

FINANCE - 4300
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
216	Public Safety Impact						
43	Finance						
216-43-00-21-45	Other Contract Services	-	1,753	-	6,400	6,400	-
21	Services	-	1,753	-	6,400	6,400	-
00	Administration	-	1,753	-	6,400	6,400	-
235	Measure A						
235-43-00-21-40	Professional Fees	-	-	-	-	-	-
235-43-00-21-42	Banking Fees	-	-	-	-	-	-
235-43-00-21-45	Other Contract Services	-	-	-	-	-	261,900
235-43-00-21-55	Training & Conference	-	-	-	-	-	-
235-43-00-21-60	Other Travel	-	-	-	-	-	-
21	Services	-	-	-	-	-	261,900
Grand Total		-	-	-	-	-	261,900
235	Measure A	-	-	-	-	-	261,900
561	Water Enterprise						
561-43-00-20-10	Salary-Regular	139,635	109,064	122,289	122,289	122,289	139,974
561-43-00-20-20	Temp/Part Time	-	1,482	-	-	-	2,000
561-43-00-20-30	Overtime	1,122	254	-	-	-	2,000
561-43-00-20-40	FICA/Medicare	10,926	8,470	9,484	9,484	9,484	10,573
561-43-00-20-45	Employer PERS	18,284	12,964	19,266	19,266	19,266	8,427
561-43-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	13,454
561-43-00-20-50	Employee PERS	3,758	-	-	-	-	-
561-43-00-20-55	Health Insurance	45,199	24,811	25,834	25,834	25,834	22,557
561-43-00-20-61	Workers Comp	7,108	6,153	6,548	6,548	6,548	8,209
561-43-00-20-65	SDI	1,348	987	1,067	1,067	1,067	1,184
561-43-00-20-71	Unemployment	-	-	-	-	-	-
561-43-00-20-75	Deferred Comp	2,915	-	2,534	2,534	2,534	2,396
561-43-00-20-85	Auto Allowance	2,323	2,290	1,759	1,759	1,759	1,489
561-43-00-20-89	Charity Event Reimbursement	-	1,721	548	480	480	-
20	Salaries & Benefits	232,619	168,196	189,329	189,261	189,261	212,263
561-43-00-21-05	Advertising	-	-	-	-	-	-
561-43-00-21-10	Communications	-	433	450	450	450	500
561-43-00-21-15	Postage	11,563	11,725	12,000	12,000	12,000	12,000
561-43-00-21-25	Equipment Rental	-	-	-	-	-	-
561-43-00-21-27	Equipment Lease Exp	-	-	-	-	-	-
561-43-00-21-30	Professional Contracts	2,760	4,958	3,500	3,885	3,885	3,700
561-43-00-21-40	Professional Fees	14,429	11	-	-	-	-
561-43-00-21-42	Banking Fees	1,930	15,347	12,500	12,500	12,500	14,000
561-43-00-21-44	Online Transaction Fee	19,184	2,400	2,400	2,400	2,400	2,400
561-43-00-21-45	Other Contract Services	222	28,896	12,964	63,319	63,319	12,350
561-43-00-21-53	Memberships & Publications	260	137	663	663	663	1,300
561-43-00-21-55	Training & Conference	14	1,975	2,985	2,985	2,985	5,132
561-43-00-21-60	Other Travel	-	-	-	-	-	-
21	Services	50,362	65,882	47,462	98,202	98,202	51,382
561-43-00-22-07	Copies	-	-	-	-	-	-
561-43-00-22-12	Computer Equipment	-	1,776	450	735	735	1,500
561-43-00-22-13	Office Supplies	1,200	983	1,000	1,000	1,000	1,700

FINANCE - 4300
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561-43-00-22-15	Special Department Supplies	2,339	1,985	3,500	3,500	3,500	3,500
22	<i>Supplies</i>	3,539	4,744	4,950	5,235	5,235	6,700
561-43-00-23-15	Maint Machine/Equipment	-	-	500	500	500	600
561-43-00-23-35	Software Maintenance	15,882	285	8,081	8,081	8,081	9,250
23	<i>Maintenance</i>	15,882	285	8,581	8,581	8,581	9,850
561-43-00-24-25	Taxes & Other Charges	693	-	-	-	-	-
24	<i>Taxes, Insurances & Contributi</i>	693	-	-	-	-	-
561-43-00-26-40	Furniture & Fixtures	162	-	225	225	225	1,000
26	<i>Capital</i>	162	-	225	225	225	1,000
Grand Total		303,258	239,106	250,547	301,504	301,504	281,195
561	Water Enterprise	303,258	239,106	250,547	301,504	301,504	281,195
571	Sewer Enterprise						
571-43-00-20-10	Salary-Regular	79,390	82,148	91,768	91,768	91,768	108,376
571-43-00-20-20	Temp/Part Time	-	1,482	-	-	-	2,000
571-43-00-20-30	Overtime	785	127	-	-	-	2,000
571-43-00-20-40	FICA/Medicare	6,221	6,399	7,164	7,164	7,164	8,249
571-43-00-20-45	Employer PERS	10,141	10,194	14,982	14,982	14,982	6,533
571-43-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	10,431
571-43-00-20-50	Employee PERS	1,967	-	-	-	-	-
571-43-00-20-55	Health Insurance	25,383	18,925	19,855	19,855	19,855	17,301
571-43-00-20-61	Workers Comp	4,119	4,482	4,772	4,772	4,772	6,205
571-43-00-20-65	SDI	766	747	806	806	806	930
571-43-00-20-71	Unemployment	-	-	-	-	-	-
571-43-00-20-75	Deferred Comp	1,597	1,848	2,033	2,033	2,033	1,908
571-43-00-20-85	Auto Allowance	1,239	1,504	1,519	1,519	1,519	1,249
571-43-00-20-89	Charity Event Reimbursement	-	-	480	480	480	-
20	<i>Salaries & Benefits</i>	131,609	127,856	143,380	143,380	143,380	165,182
571-43-00-21-05	Advertising	-	-	-	-	-	-
571-43-00-21-10	Communications	-	382	485	485	485	500
571-43-00-21-15	Postage	11,563	11,725	11,000	11,000	11,000	11,000
571-43-00-21-25	Equipment Rental	-	-	-	-	-	-
571-43-00-21-27	Equipment Lease Exp	-	-	-	-	-	-
571-43-00-21-30	Professional Contracts	2,760	4,958	3,500	3,885	3,885	3,700
571-43-00-21-40	Professional Fees	-	-	-	-	-	-
571-43-00-21-42	Banking Fees	10,969	11	12,500	12,500	12,500	14,000
571-43-00-21-44	Online Transaction Fee	1,930	13,260	2,400	2,400	2,400	2,500
571-43-00-21-45	Other Contract Services	13,689	2,400	12,964	62,839	62,839	12,350
571-43-00-21-53	Memberships & Publications	222	27,524	637	637	637	1,140
571-43-00-21-55	Training & Conference	260	137	2,280	2,280	2,280	4,047
571-43-00-21-60	Other Travel	14	1,958	-	-	-	-
21	<i>Services</i>	41,408	62,354	45,766	96,026	96,026	49,237
571-43-00-22-07	Copies	-	-	-	-	-	-
571-43-00-22-12	Computer Equipment	-	1,776	450	735	735	1,500
571-43-00-22-13	Office Supplies	1,201	983	1,000	1,000	1,000	1,700
571-43-00-22-15	Special Department Supplies	2,315	1,896	3,500	3,500	3,500	3,700
22	<i>Supplies</i>	3,516	4,655	4,950	5,235	5,235	6,900

FINANCE - 4300 BUDGET							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571-43-00-23-15	Maint Machine/Equipment	-	-	500	500	500	600
571-43-00-23-35	Software Maintenance	15,882	285	8,081	8,081	8,081	9,250
23	Maintenance	15,882	285	8,581	8,581	8,581	9,850
571-43-00-24-25	Taxes & Other Charges	1,402	1,477	1,500	1,500	1,500	2,000
24	Taxes, Insurances & Contributi	1,402	1,477	1,500	1,500	1,500	2,000
571-43-00-26-40	Furniture & Fixtures	162	-	225	225	225	1,000
26	Capital	162	-	225	225	225	1,000
571-43-00-29-20	Fixed Asset Adjustments	-	-	-	-	-	-
29	Transfers	-	-	-	-	-	-
571-43-00-99-99	Contra Account fixed assets	-	-	-	-	-	-
99	Contra Account fixed assets	-	-	-	-	-	-
Grand Total		193,978	196,627	204,402	254,947	254,947	234,169
571	Sewer Enterprise	193,978	196,627	204,402	254,947	254,947	234,169
713	Civic Impact						
43	Finance						
713-43-00-21-45	Other Contract Services	-	1,753	-	6,400	6,400	-
21	Services	-	1,753	-	6,400	6,400	-
00	Administration	-	1,753	-	6,400	6,400	-
733	Capital Project Planning						
43	Finance						
733-43-00-21-45	Other Contract Services	44,429	-	-	-	-	-
21	Services	44,429	-	-	-	-	-
733-43-00-23-00	Capital Project s Budget	-	2,250	-	-	-	-
23	Maintenance	-	2,250	-	-	-	-
00	Administration	44,429	2,250	-	-	-	-
740	Traffic Mitigation Impact						
43	Finance						
740-43-00-21-45	Other Contract Services	-	1,753	-	6,400	6,400	-
21	Services	-	1,753	-	6,400	6,400	-
00	Administration	-	1,753	-	6,400	6,400	-
742	Storm Drain Improvement						
43	Finance						
742-43-00-21-45	Other Contract Services	-	1,753	-	6,400	6,400	-
21	Services	-	1,753	-	6,400	6,400	-
00	Administration	-	1,753	-	6,400	6,400	-
764	Water Impact						
43	Finance						

FINANCE - 4300
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
764-43-00-21-45	Other Contract Services	-	1,753	-	6,400	6,400	-
21	Services	-	1,753	-	6,400	6,400	-
00	Administration	-	1,753	-	6,400	6,400	-
774	Sewer Impact						
43	Finance						
774-43-00-21-45	Other Contract Services	-	1,753	-	6,400	6,400	-
21	Services	-	1,753	-	6,400	6,400	-
00	Administration	-	1,753	-	6,400	6,400	-
Grand Total		822,852	768,545	807,328	1,009,703	972,003	1,113,888

FINANCE - 4300 EXPENSE DETAIL					
Description	Object Code	Funding Source and Amount Per Funding Source			Total Budgeted
<i>Professional Contracts</i>	2130	101	561	571	
Professional Support		3,700	3,700	3,700	11,100
TOTAL - Professional Contracts	2130	\$ 3,700	\$ 3,700	\$ 3,700	\$ 11,100
<i>Other Contract Services</i>	2145	101	561	571	
Annual Audit Services		9,500	9,500	9,500	28,500
PERS Reports		5,000	1,700	1,700	8,400
California Municipal Statistic (CAFR Stats)		150	150	150	450
AK&Co (Reimbursement Claims)		1,000	1,000	1,000	3,000
Muniservices (Sales Tax Audit and Reports)		9,000	-	-	9,000
TOTAL - Other Contract Services	2145	\$ 24,650	\$ 12,350	\$ 12,350	\$ 49,350
<i>Memberships & Publications</i>	2153	101	561	571	
GFOA (5)		\$ 294	\$ 336	\$ 216	\$ 846
GFOA Award		\$ 100	\$ 100	\$ 100	\$ 300
CSMFO (3)		\$ 158	\$ 114	\$ 101	\$ 373
MMANC (3)		\$ 95	\$ 68	\$ 61	\$ 224
ICMA (3)		\$ 252	\$ 182	\$ 162	\$ 596
Misc. Memberships & Publications		\$ 500	\$ 500	\$ 500	\$ 1,500
TOTAL - Memberships & Publications	2153	\$ 1,398	\$ 1,300	\$ 1,140	\$ 3,838
<i>Training and Conferences</i>	2155	101	561	571	
MMANC		630	455	405	1,490
CSFMO		1,260	910	810	2,980
GFOA		845	920	555	2,320
ICMA		630	455	405	1,490
Misc. Training and Conferences		2,197	2,392	1,872	6,461
TOTAL - Training and Conferences	2155	\$ 5,562	\$ 5,132	\$ 4,047	\$ 14,741
<i>Special Department Supplies</i>	2215	101	561	571	
Forms		2,500	2,500	2,500	7,500
Print Budget		1,200	1,200	1,200	3,000
TOTAL - Special Department Supplies	2215	\$ 3,700	\$ 3,700	\$ 3,700	\$ 10,500
<i>Maintenance Office Equipment</i>	2311	101	561	571	
Pitney Bowes Maintenance		600	600	600	1,800
TOTAL - Maintenance Office Equipment	2311	\$ 600	\$ 600	\$ 600	\$ 1,800
<i>Software Maintenance</i>	2335	101	561	571	
Springbrook - Finance Suite		900	900	900	2,700
Springbrook - Purchase Orders		400	400	400	1,200

FINANCE - 4300
EXPENSE DETAIL

Description	Object Code	Funding Source and Amount Per Funding Source			Total Budgeted
Springbrook - Payroll		900	900	900	2,700
Springbrook - Human Resources		850	850	850	2,550
Springbrook - Project/Grant Accounting		500	500	500	1,500
Springbrook - Fixed Assets		500	500	500	1,500
Springbrook - Accounts Receivable		1,200	-	-	1,200
Springbrook - Central Cash/POS Maint		500	500	500	1,500
Springbrook - Utility Billing Suite		-	1,300	1,300	2,600
Springbrook - Custom: Billing Statements		-	600	600	1,200
Springbrook - Custom: Meter Interface		-	600	600	1,200
Springbrook - Web Based UB Payments and Inquiry		-	400	400	800
Springbrook - Licenses and Permits		1,600	-	-	1,600
Springbrook - Application Server Maint.		1,000	1,000	1,000	3,000
Springbrook - ESS		500	500	500	1,500
Springbrook - Utility Billing Custom		-	300	300	600
TOTAL - Software Maintenance	2335	\$ 8,850	\$ 9,250	\$ 9,250	\$ 27,350
Furniture & Fixtures	2640	101	561	571	
Finance Desk Set		1,000	1,000	1,000	3,000
TOTAL - Furniture & Fixtures	2640	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000



CITY ATTORNEY (4400)

PURPOSE

The City of St. Helena contracts with the law firm of Burke, Williams & Sorensen LLP for its City Attorney services. Thomas B. Brown, a partner with Burke, is the City Attorney. The City Attorney, who is appointed by the City Council, is responsible for providing legal advice to the City Council and Staff in carrying out the duties of City government. The City Attorney's duties include framing and reviewing City ordinances, resolutions and agreements, advising on all areas of law affecting the City's operations, and representing the City in litigation and in the enforcement of City ordinances and State laws affecting the City. The City Attorney's client is the City of St. Helena, as represented by the City Council and City Manager, and not members of the public.

2016-17 ACHIEVEMENTS

- Provided legal advice in response to ongoing inquiries from City Council and staff
- Attended Executive Staff meeting, City Council meetings, and Planning Commission meetings (as needed)
- Drafted or assisted in the development of numerous ordinances, resolutions, and City agreements
- Assisted staff in various code enforcement matters
- Assisted staff in ongoing public contract drafting and administration
- Negotiation of settlement agreements related to the City's enforcement of its TOT and short-term rental ordinances
- Managed all City litigation matters
- Assisted with legal issues and ordinance revisions related to water and wastewater rate setting and billing issues
- Assisted in the complex agreements for two affordable housing projects
- Drafted memoranda and advised with respect to election issues, Brown Act, Public Records Act, conflicts of interest

2017-18 GOALS AND OBJECTIVES

- Continue all ongoing services and efforts from 2016-2017
- Continue to assist in the implementation of the Calderon settlement and the approval of affordable housing opportunities
- Assist in the update to the General Plan and related EIR
- Assist in the City's consideration of the Adams Street property
- Assist in the recruitment of the new City Manager
- Continue to assist in managing and avoiding litigation and code enforcement efforts
- Work with City Manager and Finance Director to reduce overall legal expenses

**CITY ATTORNEY - 4400
BUDGET SUMMARY**

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Attorney Expenses By Fund								
FUND	DEPT							
101	4400	General Fund	692,574	640,851	582,037	772,037	772,037	470,000
561	4400	Water Enterprise	6,115	35,269	15,000	150,000	150,000	130,000
571	4400	Wastewater Enterprise	138,173	181,595	15,000	15,000	15,000	30,000
751	4400	Affordable Housing	10,388	21,848	30,000	30,000	30,000	15,000
Total Expenses			\$ 865,675	\$ 879,563	\$ 642,037	\$ 967,037	\$ 967,037	\$ 645,000

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Attorney Expense Summary								
Billable Services			21,040	41,637	-	50,000	50,000	35,000
Contracts			670,803	743,674	395,000	720,000	720,000	295,000
Dept Supplies/Services			73	-	-	-	-	-
Litigation			155,334	94,251	247,037	197,037	197,037	315,000
Total Expenses			\$ 865,675	\$ 879,563	\$ 642,037	\$ 967,037	\$ 967,037	\$ 645,000

CITY ATTORNEY - 4400 BUDGET							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-44-00-21-30	Professional Contracts	516,127	504,962	335,000	525,000	525,000	235,000
101-44-00-21-32	Litigation Cost	155,334	94,251	247,037	197,037	197,037	200,000
101-44-00-21-33	Contract Billable Services	21,040	41,637	-	50,000	50,000	35,000
21	Services	692,502	640,851	582,037	772,037	772,037	470,000
101-44-00-22-13	Office Supplies	73	-	-	-	-	-
22	Supplies	73	-	-	-	-	-
Grand Total		692,574	640,851	582,037	772,037	772,037	470,000
101	General Fund	692,574	640,851	582,037	772,037	772,037	470,000
561	Water Enterprise						
561-44-00-21-30	Professional Contracts	6,115	35,269	15,000	150,000	150,000	30,000
561-44-00-21-32	Litigation Cost	-	-	-	-	-	100,000
561-44-00-21-40	Professional Fees	-	-	-	-	-	-
561-44-00-21-45	Other Contract Services	-	-	-	-	-	-
21	Services	6,115	35,269	15,000	150,000	150,000	130,000
Grand Total		6,115	35,269	15,000	150,000	150,000	130,000
561	Water Enterprise	6,115	35,269	15,000	150,000	150,000	130,000
571	Sewer Enterprise						
571-44-00-21-30	Professional Contracts	138,173	181,595	15,000	15,000	15,000	15,000
571-44-00-21-32	Litigation Cost	-	-	-	-	-	15,000
571-44-00-21-45	Other Contract Services	-	-	-	-	-	-
21	Services	138,173	181,595	15,000	15,000	15,000	30,000
Grand Total		138,173	181,595	15,000	15,000	15,000	30,000
571	Sewer Enterprise	138,173	181,595	15,000	15,000	15,000	30,000
751	Affordable Housing						
751-44-00-21-30	Professional Contracts	10,388	21,848	30,000	30,000	30,000	15,000
21	Services	10,388	21,848	30,000	30,000	30,000	15,000
Grand Total		10,388	21,848	30,000	30,000	30,000	15,000
751	Affordable Housing	10,388	21,848	30,000	30,000	30,000	15,000
763	Water Capital Project						
763-44-00-21-30	Professional Contracts	18,425	-	-	-	-	-
21	Services	18,425	-	-	-	-	-
Grand Total		18,425	-	-	-	-	-
751	Water Capital Project	18,425	-	-	-	-	-
Grand Total		\$ 865,675	\$ 879,563	\$ 642,037	\$ 967,037	\$ 967,037	\$ 645,000



PLANNING & COMMUNITY IMPROVEMENT (4500)

PURPOSE

The core services provided by the Planning and Community Improvement department are: implementation, enforcement and updates related to the City's General Plan, City Zoning and Building Codes. The overarching goal is to maintain and improve the quality of the community and environment. Additionally, this department oversees project plans for consistency with local, state, and federal laws as well as actions taken by the City Council and Planning Commission. The department provides plan checking, product and code compliance, and field inspection and code interpretation.

STAFFING

Planning & Community Improvement currently has 5 full-time staff members and contracts with an outside firm for services related to plan checks.

Consisting of:

Planning Director (1)
Building Official (1)
Senior Planner (1)
Permit Technician (1)
Administrative Assistant (1)

2016-17 ACHIEVEMENTS

- Updated City's Cannabis Ordinance-State Law
- Updated Noise Ordinance – Affordable Housing Exemption
- Updated City's ADU Ordinance-State Law (Pending)
- Processed a total of 47 Discretionary Applications including 3 Initial Studies
- Processed 5 STR Permit renewals
- Conducted 2 neighborhood meetings
- Updated the City's Housing Element Progress Reports (2011-2016)
- Completed St. Helena 2035 General Plan draft EIR (Pending)
- Completed draft St. Helena 2035 General Plan (Pending)
- Processed a total of 600 Building Permits, with an approximate valuation of \$19.5 million, bringing in a total of \$850,000 in fees
- Implemented "Rapid Permit" building permit process
- Adopted and Implemented the 2016 CBC
- Improved customer experience with Department
- Hired and trained Permit Technician
- Initiated 20 Code Enforcement Investigations and 3 STR violations
- Maintained overall cost recovery of approximately 75%

2017-18 GOALS AND OBJECTIVES

- Complete and Adopt the St. Helena 2035 General Plan & EIR
- Comprehensive Zoning Code update to implement General Plan
- Continue to provide support for City Council and Planning Commission directed initiatives
- Creation and implementation of Design Guidelines
- Complete Municipal Code revisions to improve Code Enforcement procedures
- Begin internship program with Planning & Building Department
- Provide Economic Develop efforts and support
- Continue to seek affordable housing opportunities
- Continue to improve customer experience with Department

**PLANNING AND COMMUNITY IMPROVEMENT - 4500
BUDGET SUMMARY**

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Planning and Community Improvement Expenses By Fund								
FUND	DEPT							
101	4500	General Fund	689,672	844,830	976,373	1,047,501	1,047,501	1,053,998
		Total Expenses	\$ 689,672	\$ 844,830	\$ 976,373	\$ 1,047,501	\$ 1,047,501	\$ 1,053,998

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Planning and Community Improvement Expense Summary								
Salary			141,954	379,578	480,507	480,507	480,507	517,721
Benefits			57,325	164,924	222,471	222,471	222,471	257,793
Capital Equipment			-	-	-	-	-	6,625
Communications			1,836	2,673	2,116	2,116	2,116	2,200
Computer Equipment			1,773	-	2,500	2,500	2,500	3,000
Contracts			443,165	229,163	200,000	271,128	271,128	195,000
Dept supplies/services			9,777	18,414	32,600	32,600	32,600	33,000
Equipment/Software Maintenance			9,000	18,725	20,500	20,500	20,500	21,500
Training/Conference			2,713	4,289	10,750	10,750	10,750	12,000
Vehicle Maintenance			3,637	5,746	4,929	4,929	4,929	5,159
Total Expenses			\$ 689,672	\$ 844,830	\$ 976,373	\$ 1,047,501	\$ 1,047,501	\$ 1,053,998

**PLANNING AND COMMUNITY IMPROVEMENT- 4500
BUDGET**

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-45-00-20-10	Salary-Regular	128,609	371,722	464,507	453,507	453,507	501,521
101-45-00-20-20	Temp/Part Time	9,190	5,900	16,000	27,000	27,000	16,000
101-45-00-20-30	Overtime	4,155	1,956	-	-	-	200
101-45-00-20-40	FICA/Medicare	10,907	29,472	34,309	34,309	34,309	37,709
101-45-00-20-45	Employer PERS	10,804	46,592	71,033	71,033	71,033	29,346
101-45-00-20-47	PERS Unfunded Liability	-	-	-	-	-	46,852
101-45-00-20-50	Employee PERS	1,183	-	-	-	-	-
101-45-00-20-55	Health Insurance	20,671	60,974	78,701	78,701	78,701	101,574
101-45-00-20-61	Workers Comp	9,447	10,670	17,083	17,083	17,083	22,143
101-45-00-20-65	SDI	1,274	3,425	3,392	3,392	3,392	4,136
101-45-00-20-71	Unemployment	-	-	-	-	-	-
101-45-00-20-75	Deferred Comp	872	7,429	8,503	8,503	8,503	8,833
101-45-00-20-85	Auto Allowance	1,667	6,362	7,200	7,200	7,200	7,200
101-45-00-20-89	Charity Event Reimbursement	-	-	2,250	2,250	2,250	-
101-45-00-20-96	Education Reimbursement	500	-	-	-	-	-
20	Salaries & Benefits	199,279	544,502	702,978	702,978	702,978	775,514
101-45-00-21-05	Advertising	4,241	7,588	6,000	6,000	6,000	6,000
101-45-00-21-10	Communications	1,836	2,673	2,116	2,116	2,116	2,200
101-45-00-21-15	Postage	633	1,612	1,000	1,000	1,000	1,000
101-45-00-21-30	Professional Contracts	26,965	-	10,000	10,000	10,000	10,000
101-45-00-21-33	Contract Billable Services	15,977	9,800	-	-	-	-
101-45-00-21-45	Other Contract Services - Plan.	400,223	141,865	150,000	183,648	183,648	140,000
101-45-00-21-47	Other Contract Services - Bldg	-	77,498	40,000	40,000	40,000	45,000
101-45-00-21-53	Memberships & Publications	1,682	2,360	7,600	7,600	7,600	8,000
101-45-00-21-55	Training & Conference	2,713	4,289	10,750	10,750	10,750	12,000
21	Services	454,270	247,685	227,466	261,114	261,114	224,200
101-45-00-22-07	Copies	38	-	-	-	-	-
101-45-00-22-12	Computer Equipment	1,773	-	2,500	2,500	2,500	3,000
101-45-00-22-13	Office Supplies	1,640	1,104	3,000	3,000	3,000	3,000
101-45-00-22-15	Special Department Supplies	1,219	5,750	5,000	5,000	5,000	5,000
22	Supplies	4,670	6,854	10,500	10,500	10,500	11,000
101-45-00-23-11	Maint Office Equip	-	-	500	500	500	500
101-45-00-23-35	Software Maintenance	9,000	18,725	20,000	20,000	20,000	21,000
101-45-00-23-50	Vehicle Alloc Expense	3,637	5,746	4,929	4,929	4,929	5,159
23	Maintenance	12,637	24,471	25,429	25,429	25,429	26,659
101-45-00-26-30	Capital Equipment	-	-	-	-	-	6,625
101-45-00-26-40	Furniture & Fixtures	324	-	10,000	10,000	10,000	10,000
26	Capital	324	-	10,000	10,000	10,000	16,625
Grand Total		671,180	823,512	976,373	1,010,021	1,010,021	1,053,998
101	General Fund	671,180	823,512	976,373	1,010,021	1,010,021	1,053,998
210							
210-45-80-21-30	Professional Contracts	18,492	21,318	-	37,480	37,480	-
	Services	18,492	21,318	-	37,480	37,480	-
	Administration	18,492	21,318	-	37,480	37,480	-

PLANNING AND COMMUNITY IMPROVEMENT- 4500
BUDGET

Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
		Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Grand Total		\$ 689,672	\$ 844,830	\$ 976,373	\$ 1,047,501	\$ 1,047,501	\$ 1,053,998

**BUILDING AND PLANNING - 4500
EXPENSE DETAIL**

Description	Object Code	Funding Source	Total Budgeted
<i>Temporary Part Time</i>	<i>2020</i>	<i>101</i>	
Planning Commissioner Stipends		6,000	6,000
Interns		10,000	10,000
TOTAL - Temporary Part Time	2020	\$ 16,000	\$ 16,000
<i>Advertising</i>	<i>2105</i>	<i>101</i>	
Public Hearing Notices		6,000	6,000
TOTAL - Advertising	2105	\$ 6,000	\$ 6,000
<i>Professional Contracts</i>	<i>2130</i>	<i>101</i>	
Misc. Contract Services		10,000	10,000
TOTAL - Professional Contracts	2130	\$ 10,000	\$ 10,000
<i>Other Contract Services - Planning</i>	<i>2145</i>	<i>101</i>	
Planning Services*		140,000	140,000
TOTAL - Other Contract Services	2145	\$ 140,000	\$ 140,000
<i>Other Contract Services- Building</i>	<i>2147</i>	<i>101</i>	
Building Plan Check and Building Inspections*		45,000	45,000
TOTAL - Other Contract Services	2147	\$ 45,000	\$ 45,000
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>	
APA and AICP Dues		900	900
Updated Codes		2,000	2,000
Membership/Subscriptions (ICC, ENR, NFPA, Building Codes, Planning & Building Codes)		3,000	3,000
Supplementary Code/Guide Books		500	500
County of Napa Official Records Index and Document Images (split with CM, Planning, and Public Works)		1,200	1,200
Miscellaneous		400	400
TOTAL - Memberships & Publications	2153	\$ 8,000	\$ 8,000
<i>Training and Conferences</i>	<i>2155</i>	<i>101</i>	
Planning Commissioners and Staff		2,800	2,800
APA California Conference (Senior Planner and Planning Director)		2,600	2,600
Miscellaneous Staff Training		4,300	4,300
Plan Check/Inspection Training and Materials		2,300	2,300

BUILDING AND PLANNING - 4500
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>TOTAL - Training and Conferences</i>	2155	\$ 12,000	\$ 12,000
<i>Software Maintenance</i>	2335	101	
CRW		21,000	21,000
<i>TOTAL - Software Maintenance</i>	2335	\$ 21,000	\$ 21,000

* Expenditures based on projects. If projects do not occur, is delayed, or downsized consultant service fees may be reduced. Consultant services have all or partial cost recovery.



NON-DEPARTMENTAL (4000)

PURPOSE

The purpose of the Non-Departmental categorization is to accumulate those costs not easily associated with a particular cost center and to more easily monitor certain expendable costs for savings and control purposes. Liability insurance, contributions, debt service and general office supplies are types of expenses accounted for here.

NON-DEPARTMENTAL - 4000 BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Non-Departmental Expenses By Fund								
FUND	DEPT							
101	4000	General Fund	2,662,612	2,031,453	1,284,754	1,964,765	1,964,765	1,729,996
225	4000	Gas Tax 2105	28,660	-	-	-	-	-
226	4000	Gas Tax 2106	20,550	-	-	-	-	-
227	4000	Gas Tax 2107	42,450	-	-	-	-	-
228	4000	Gas Tax 2107.5	2,030	-	-	-	-	-
229	4000	Gas Tax 2103	65,430	-	-	-	-	-
235	4000	Measure A	526,000	-	1,358,000	1,358,000	526,805	5,400,640
290	4000	Tourism Improvement District	277,543	320,351	352,913	352,913	352,913	546,488
384	4000	Tweed Trust	166,240	-	-	-	-	-
420	4000	1996 GO Bonds	182,843	184,131	180,094	180,094	180,094	500
561	4000	Water Enterprise	1,265,826	733,608	1,142,488	1,136,191	1,146,233	1,151,913
571	4000	Wastewater Enterprise	1,668,913	559,288	388,398	471,075	471,075	407,730
592	4000	Equipment Replacement	32,748	56,432	-	-	-	-
740	4000	Traffic Mitigation Impact	-	2,766	-	-	-	-
751	4000	Affordable Housing	9,627	30,212	1,000	1,000	1,000	-
Total Expenses			\$ 6,951,471	\$ 3,918,241	\$ 4,707,647	\$ 5,464,038	\$ 4,642,884	\$ 9,237,266

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Non-Departmental Expense Summary								
Benefits			795	-	-	-	-	16,907
Capital Equipment			10,990	47,768	-	-	-	-
Chamber of Commerce			171,270	210,000	210,000	210,000	210,000	210,000
Communications			7,413	3,498	4,600	4,600	4,600	5,000
Computer Equipment			39,282	64,754	16,927	8,209	8,209	6,000
Contracts			205,712	109,307	111,300	111,300	111,300	55,100
Contributions & County Partnerships			97,482	125,986	129,600	129,600	132,600	310,100
Debt Payments			1,183,337	1,591,103	3,102,813	3,102,371	2,271,618	6,815,740
Dept supplies/services			315,309	345,236	381,168	390,054	390,054	393,044
Equipment Lease			16,756	18,595	20,792	20,792	20,792	29,100
Equipment/Software Maintenance			19,177	9,057	10,500	11,918	11,918	1,500
Facility Rental			10,850	250	11,000	11,000	11,000	15,500
Litigation Settlements			428,171	-	-	-	-	-
Property/Liability Insurance			280,281	232,424	300,739	300,766	300,766	326,608
Restitution Account			-	11,046	10,000	7,511	7,511	10,000
Training/Conference			346	-	-	-	-	-
Transfers to other funds			4,160,663	1,142,291	395,208	1,149,617	1,149,617	1,042,667
Vehicle Maintenance			3,637	5,746	-	-	-	-
Web Support			-	1,182	3,000	6,300	12,900	-
Total Expenses			\$ 6,951,471	\$ 3,918,241	\$ 4,707,647	\$ 5,464,038	\$ 4,642,884	\$ 9,237,266

NON-DEPARTMENTAL - 4000 BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-40-00-20-40	FICA/Medicare	795	-	-	-	-	-
101-40-00-24-45	PERS	-	-	-	-	-	2,657
101-40-00-20-55	Health Insurance	-	-	-	-	-	-
101-40-00-20-61	Workers Comp	-	-	-	-	-	-
101-40-00-20-89	Charity Event Reimbursement	-	-	-	-	-	14,250
20	Salaries & Benefits	795	-	-	-	-	16,907
101-40-00-21-10	Communications	3,321	1,204	1,800	1,800	1,800	1,800
101-40-00-21-15	Postage	421	900	400	400	400	1,000
101-40-00-21-27	Equipment Lease Exp	5,503	6,277	6,500	6,500	6,500	13,100
101-40-00-21-30	Professional Contracts	77,759	21,024	21,666	21,666	21,666	-
101-40-00-21-31	Litigation Settlement	428,171	-	-	-	-	-
101-40-00-21-34	Muni Code Update	2,619	2,840	5,500	3,950	3,950	4,000
101-40-00-21-40	Professional Fees	311	3,794	3,000	3,000	3,000	10,000
101-40-00-21-43	Penalties And Fines	2,739	-	-	3,305	3,305	4,000
101-40-00-21-45	Other Contract Services	3,389	1,977	22,602	22,602	22,602	24,200
101-40-00-21-46	Web Site Design	-	1,182	3,000	6,300	6,300	-
101-40-00-21-52	Facility Rental	10,850	250	11,000	11,000	11,000	15,500
101-40-00-21-53	Memberships & Publications	4,183	1,602	2,235	2,235	2,235	2,400
101-40-00-21-55	Training & Conference	346	-	-	-	-	-
21	Services	539,614	41,051	77,703	82,758	82,758	76,000
101-40-00-22-07	Copies	2,988	3,843	3,100	3,100	3,100	6,500
101-40-00-22-09	Safety Committee Supplies	-	-	100	100	100	-
101-40-00-22-12	Computer Equipment	5,675	3,111	5,643	2,567	2,567	2,000
101-40-00-22-13	Office Supplies	2,380	2,378	3,100	3,100	3,100	2,900
101-40-00-22-15	Special Department Supplies	1,280	522	750	750	750	750
22	Supplies	12,324	9,855	12,693	9,617	9,617	12,150
101-40-00-23-11	Maint Office Equip	-	502	1,500	1,500	1,500	1,500
101-40-00-23-35	Software Maintenance	8,097	3,170	3,000	4,445	4,445	-
101-40-00-23-50	Vehicle Alloc Expense	3,637	5,746	-	-	-	-
23	Maintenance	11,734	9,418	4,500	5,945	5,945	1,500
101-40-00-24-05	Contributions	75,023	90,326	91,600	91,600	91,600	261,100
101-40-00-24-06	County Services	-	-	-	-	-	-
101-40-00-24-07	Chamber of Commerce	171,270	210,000	210,000	210,000	210,000	210,000
101-40-00-24-08	Leak Adjustment Contribution	-	-	-	3,000	3,000	9,000
101-40-00-24-25	Taxes & Other Charges	3,465	1,567	3,500	5,989	5,989	6,000
101-40-00-24-45	REMIF/Block Party Insurance	163,600	147,464	133,805	133,832	133,832	143,708
24	Taxes, Insurances & Contributi	413,357	449,357	438,905	444,421	444,421	629,808
101-40-45-25-05	Retire Principal	206,271	590,051	292,576	292,576	292,576	298,750
101-40-45-25-15	Interest Expense	30,809	173,029	18,699	18,699	18,699	12,600
25	Debt	237,080	763,080	311,275	311,275	311,275	311,350
101-40-00-26-30	Capital Equipment	10,990	40,134	-	-	-	-
101-40-00-26-40	Furniture & Fixtures	-	-	-	-	-	-
26	Capital	10,990	40,134	-	-	-	-
101-40-00-28-99	Transfers to Capital	347,766	347,766	-	-	-	-
28	Transfers to Capital	347,766	347,766	-	-	-	-

NON-DEPARTMENTAL - 4000
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101-40-00-29-99 29	Transfer to other Funds <i>Transfers</i>	1,066,493 1,066,493	324,088 324,088	391,678 391,678	1,065,238 1,065,238	1,065,238 1,065,238	632,281 632,281
101-40-00-61-00 61	PEG access costs <i>PEG access costs</i>	22,459 22,459	35,660 35,660	38,000 38,000	38,000 38,000	38,000 38,000	40,000 40,000
101-40-00-80-00	Restitution Account <i>Restitution Account</i>	- -	11,046 11,046	10,000 10,000	7,511 7,511	7,511 7,511	10,000 10,000
Grand Total		2,662,612	2,031,453	1,284,754	1,964,765	1,964,765	1,729,996
101	General Fund	2,662,612	2,031,453	1,284,754	1,964,765	1,964,765	1,729,996
225	State Gas Tax 2105						
225-40-00-29-99 29	Transfer to other Funds <i>Transfers</i>	28,660 28,660	- -	- -	- -	- -	- -
Grand Total		28,660	-	-	-	-	-
225	State Gas Tax 2105	28,660	-	-	-	-	-
226	State Gas Tax 2106						
226-40-00-29-99 29	Transfer to other Funds <i>Transfers</i>	20,550 20,550	- -	- -	- -	- -	- -
Grand Total		20,550	-	-	-	-	-
226	State Gas Tax 2106	20,550	-	-	-	-	-
227	State Gas Tax 2107						
227-40-00-29-99 29	Transfer to other Funds <i>Transfers</i>	42,450 42,450	- -	- -	- -	- -	- -
Grand Total		42,450	-	-	-	-	-
227	State Gas Tax 2107	42,450	-	-	-	-	-
228	State Gas Tax 21075						
228-40-00-29-99 29	Transfer to other Funds <i>Transfers</i>	2,030 2,030	- -	- -	- -	- -	- -
Grand Total		2,030	-	-	-	-	-
228	State Gas Tax 21075	2,030	-	-	-	-	-
229	State Gas Tax 2103						
229-40-00-29-99 29	Transfer to other Funds <i>Transfers</i>	65,430 65,430	- -	- -	- -	- -	- -
Grand Total		65,430	-	-	-	-	-
229	State Gas Tax 2103	65,430	-	-	-	-	-
235	Measure A						
235-40-00-29-99	Refunds <i>Refunds</i>	- -	- -	- -	- -	- -	- -
235-40-45-25-05	Retire Principal	369,105	-	1,218,230	1,218,230	387,035	5,110,870

NON-DEPARTMENTAL - 4000 BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
235-40-45-25-15	Interest Expense	156,895	-	139,770	139,770	139,770	139,770
25	Debt	526,000	-	1,358,000	1,358,000	526,805	5,250,640
235-40-00-29-99	Transfer to other Funds	-	-	-	-	-	150,000
29	Transfers	-	-	-	-	-	150,000
Grand Total		526,000	-	1,358,000	1,358,000	526,805	5,400,640
235	Measure A	526,000	-	1,358,000	1,358,000	526,805	5,400,640
290	Tourism Improvement District						
290-40-00-21-41	County Share of TID	212,680	231,951	261,155	261,155	261,155	338,994
290-40-00-21-49	Local Share of TID	64,864	85,357	88,228	88,228	88,228	-
21	Services	277,543	317,308	349,383	349,383	349,383	338,994
290-40-00-29-99	Transfer to other Funds	-	3,043	3,530	3,530	3,530	207,494
29	Transfers	-	3,043	3,530	3,530	3,530	207,494
Grand Total		277,543	320,351	352,913	352,913	352,913	546,488
290	Tourism Improvement District	277,543	320,351	352,913	352,913	352,913	546,488
384	Tweed Trust						
384-40-00-24-08	Agreements	100,000	-	-	-	-	-
384-40-00-29-99	Transfer to other Funds	66,240	-	-	-	-	-
29	Transfers	166,240	-	-	-	-	-
Grand Total		166,240	-	-	-	-	-
384	Tweed Trust	166,240	-	-	-	-	-
420	1996 GO Bonds						
420-40-45-21-30	Professional Contracts	-	486	500	500	500	500
420-40-45-21-40	Other Contract Services	530	265	-	-	-	-
21	Services	530	751	500	500	500	500
420-40-45-25-05	Retire Principal	160,000	170,000	175,000	175,000	175,000	-
420-40-45-25-15	Interest Expense	22,313	13,380	4,594	4,594	4,594	-
25	Debt	182,313	183,380	179,594	179,594	179,594	-
Grand Total		182,843	184,131	180,094	180,094	180,094	500
420	1996 GO Bonds	182,843	184,131	180,094	180,094	180,094	500
561	Water Enterprise						
561-40-00-21-10	Communications	2,046	1,147	1,400	1,400	1,400	1,600
561-40-00-21-15	Postage	177	779	100	100	100	100
561-40-00-21-27	Equipment Lease Exp	5,626	6,219	7,146	7,146	7,146	6,500
561-40-00-21-30	Professional Contracts	-	21,024	21,667	21,667	21,667	-
561-40-00-21-40	Professional Fees	9,967	-	-	-	-	-
561-40-00-21-45	Other Contract Services	3,608	421	2,599	2,599	2,599	2,700
561-40-00-21-46	Web Site Design	-	-	-	3,300	3,300	-
561-40-00-21-55	Training & Conference	-	-	-	-	-	-
561-40-45-21-30	Professional Contracts	-	-	-	-	-	-
561-40-45-21-40	Professional Fees	-	5,033	10,000	10,000	10,000	10,000
21	Services	21,424	34,624	42,912	46,212	46,212	20,900

NON-DEPARTMENTAL - 4000
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561-40-00-22-07	Copies	3,286	3,722	3,000	3,000	3,000	9,500
561-40-00-22-12	Computer Equipment	134	2,605	5,642	-	-	2,000
561-40-00-22-13	Office Supplies	1,417	1,526	1,300	5,642	5,642	5,700
561-40-00-22-15	Special Department Supplies	-	652	1,100	1,300	1,300	1,300
561-40-00-22-18	Remote Meter Readers	-	-	1,000	1,100	1,100	1,000
22	<i>Supplies</i>	4,837	8,505	12,042	1,000	11,042	19,500
561-40-00-23-35	Software Maintenance	5,540	2,692	3,000	4,445	4,445	-
23	<i>Maintenance</i>	5,540	2,692	3,000	4,445	4,445	-
561-40-00-24-25	Taxes & Other Charges	-	-	-	-	-	-
561-40-00-24-45	REMIF/Block Party Insurance	58,097	42,750	83,467	83,467	83,467	91,450
24	<i>Taxes, Insurances & Contributi</i>	58,097	42,750	83,467	83,467	83,467	91,450
561-40-45-25-05	Retire Principal	-	-	514,131	514,131	514,131	535,100
561-40-45-25-15	Interest Expense	196,547	525,407	486,936	486,936	486,936	462,350
25	<i>Debt</i>	196,547	525,407	1,001,067	1,001,067	1,001,067	997,450
561-40-00-26-30	Capital Equipment	-	7,634	-	-	-	-
561-40-00-26-40	Furniture & Fixtures	-	-	-	-	-	-
26	<i>Capital</i>	-	7,634	-	-	-	-
561-40-00-29-99	Transfer to other Funds	979,380	111,995	-	-	-	22,613
29	<i>Transfers</i>	979,380	111,995	-	-	-	22,613
Grand Total		1,265,826	733,608	1,142,488	1,136,191	1,146,233	1,151,913
561	Water Enterprise	1,265,826	733,608	1,142,488	1,136,191	1,146,233	1,151,913
571	Sewer Enterprise						
571-40-00-21-10	Communication	2,046	1,147	1,400	1,400	1,400	1,600
571-40-00-21-15	Postage	177	779	200	200	200	200
571-40-00-21-27	Equipment Lease Exp	5,626	6,099	7,146	7,146	7,146	9,500
571-40-00-21-30	Professional Contracts	-	21,024	21,667	21,667	21,667	-
571-40-00-21-45	Other Contract Services	3,389	421	2,599	2,599	2,599	2,700
571-40-00-21-46	Web Site Design	-	-	-	3,300	3,300	-
571-40-00-21-55	Training & Conference	-	-	-	-	-	-
571-40-45-21-40	Professional Fees	6,009	4,555	5,000	5,000	5,000	5,000
21	<i>Services</i>	17,247	34,025	38,012	41,312	41,312	19,000
571-40-00-22-07	Copies	2,689	3,843	3,000	3,000	3,000	6,500
571-40-00-22-12	Computer Equipment	725	2,605	5,642	5,642	5,642	2,000
571-40-00-22-13	Office Supplies	1,067	1,393	1,300	1,300	1,300	1,000
571-40-00-22-15	Special Department Supplies	-	652	1,100	1,100	1,100	1,200
22	<i>Supplies</i>	4,480	8,493	11,042	11,042	11,042	10,700
571-40-00-23-35	Software Maintenance	5,540	2,693	3,000	1,528	1,528	-
23	<i>Maintenance</i>	5,540	2,693	3,000	1,528	1,528	-
571-40-00-24-25	Taxes & Other Charges	-	-	-	-	-	-
571-40-00-24-45	REMIF/Block Party Insurance	58,583	42,210	83,467	83,467	83,467	91,450
24	<i>Taxes, Insurances & Contributi</i>	58,583	42,210	83,467	83,467	83,467	91,450
571-40-45-25-05	Retire Principal	-	-	135,870	135,870	135,870	144,900

NON-DEPARTMENTAL - 4000 BUDGET							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571-40-45-25-15	Interest Expense	41,398	119,235	117,007	117,007	117,007	111,400
25	Debt	41,398	119,235	252,877	252,877	252,877	256,300
571-40-00-26-30	Capital Equipment	-	-	-	-	-	-
571-40-00-26-40	Furniture & Fixtures	-	-	-	-	-	-
26	Capital	-	-	-	-	-	-
571-40-00-29-20	Fixed Asset Adjustments	-	-	-	-	-	-
571-40-00-29-99	Transfer to other Funds	1,541,664	352,633	-	80,849	80,849	30,280
29	Transfers	1,541,664	352,633	-	80,849	80,849	30,280
Grand Total		1,668,913	559,288	388,398	471,075	471,075	407,730
571	Sewer Enterprise	1,668,913	559,288	388,398	471,075	471,075	407,730
592	Equipment Replacement Fund						
592-40-00-22-12	Computer Equipment	32,748	56,432	-	-	-	-
22	Supplies	32,748	56,432	-	-	-	-
	Equipment Replacement Fund	32,748	56,432	-	-	-	-
740	Traffic Mitigation Impact						
740-40-00-29-99	Transfer to other Funds	-	2,766	-	-	-	-
29	Transfers	-	2,766	-	-	-	-
Grand Total		-	2,766	-	-	-	-
740	Traffic Mitigation Impact	-	2,766	-	-	-	-
751	Affordable Housing						
751-40-00-21-22	Utilities	2,314	910	500	500	500	-
751-40-00-21-45	Other Contract Services	750	29,282	-	-	-	-
21	Services	3,064	30,192	500	500	500	-
751-40-00-22-15	Special Department Supplies	-	20	-	-	-	-
22	Supplies	-	20	-	-	-	-
751-40-00-24-05	Contributions	-	-	-	-	-	-
751-40-00-24-25	Taxes & Other Charges	6,562	-	500	500	500	-
24	Taxes, Insurances & Contributi	6,562	-	500	500	500	-
751-40-00-26-50	Capital Improvement Land	-	-	-	-	-	-
26	Capital	-	-	-	-	-	-
Grand Total		9,627	30,212	1,000	1,000	1,000	-
751	Affordable Housing	9,627	30,212	1,000	1,000	1,000	-
Grand Total		\$ 6,951,471	\$ 3,918,241	\$ 4,707,647	\$ 5,464,038	\$ 4,642,884	\$ 9,237,266

NON-DEPARTMENTAL - 4000
EXPENSE DETAIL

Description	Object Code	Funding Source and Amount Per Funding Source			Total Budgeted
<i>Equipment Lease</i>	2127	101	561	571	
Copiers		13,100	9,500	9,500	32,100
TOTAL - Equipment Lease	2127	\$ 13,100	\$ 9,500	\$ 9,500	\$ 32,100
<i>Professional Fees</i>	2140	101	561	571	
Fingerprinting - reimbursed		10,000	-	-	10,000
TOTAL - Professional Fees	2140	\$ 10,000	\$ -	\$ -	\$ 10,000
<i>Other Contract Services</i>	2145	101	561	571	
Napa County ITS (GIS)		1,700	1,700	1,700	5,100
Open Gov		1,000	1,000	1,000	3,000
Animal Control		7,000			7,000
Fair Housing Napa Valley		13,000			13,000
Fair Housing Napa Valley - Annual Presentation		1,500			1,500
TOTAL - Other Contract Services	2145	\$ 24,200	\$ 2,700	\$ 2,700	\$ 29,600
<i>Memberships & Publications</i>	2153	101	561	571	
BMI		400	-	-	400
ABAG		2,000	-	-	2,000
TOTAL - Memberships & Publications	2153	\$ 2,400	\$ -	\$ -	\$ 2,400
<i>Copies</i>	2207	101	561	571	
Admininstration		4,700	4,100	4,100	12,900
TOTAL - Copies	2207	\$ 4,700	\$ 4,100	\$ 4,100	\$ 12,900
<i>Computer Equipment</i>	2212	101	561	571	
Computer Replacements		2,000	2,000	2,000	6,000
TOTAL - Computer Equipment	2212	\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000
<i>Contributions</i>	2405	101	561	571	
Housing Authority (Housing Services)		41,100	-	-	41,100
NVRTA (Fare Box Match)		35,000	-	-	35,000
LAFCO		14,000	-	-	14,000
Leadership Napa Valley		1,000	-	-	1,000
CARES Program		90,000			90,000
Business Subsidy Program		75,000			75,000
Upper Valley Waste Management		5,000	-	-	5,000
TOTAL - Contributions	2405	\$ 261,100	\$ -	\$ -	\$ 261,100
<i>REMIF/Block Party Insurance</i>	2445	101	561	571	
		44%	28%	28%	

NON-DEPARTMENTAL - 4000
EXPENSE DETAIL

Description	Object Code	Funding Source and Amount Per Funding Source			Total Budgeted
General Liability Insurance		58,243	37,064	37,064	132,370
Property		18,057	11,491	11,491	41,038
Auto		8,800	5,600	5,600	20,000
Pollution		2,332	1,484	1,484	5,300
Safety		3,520	2,240	2,240	8,000
Cyber		880	560	560	2,000
Contract Fire Services Surcharge		484	308	308	1,100
Difference In Condition (Earthquake and Flood)		26,400	16,800	16,800	60,000
DOT Random Drug and Alcohol Testing		264	168	168	600
Boiler, Fire, Fraud		8,360	5,320	5,320	19,000
Workers Comp Deductible		1,628	1,036	1,036	3,700
Liability Deductibles		13,200	8,400	8,400	30,000
Employee Assistance Plan (EAP)		1,540	980	980	3,500
TOTAL - REMIF/Block Party Insurance	2445	\$ 143,708	\$ 91,450	\$ 91,450	\$ 326,608
Transfer to Other Funds	2999	101	561	571	
Tree City - Fund 283		48,569	-	-	48,569
Recreation - Fund 289		207,494	-	-	207,494
Teen Center - Fund 280		104,318	-	-	104,318
561 to 101 - final payback for water loan Resolution 2010-62 and 2017-19 - Principal			22,184		22,184
561 to 101 - final payback for water loan Resolution 2010-62 and 2017-19 - Interest			428		428
571 to 101 - final payback of sewer loan Resolution 2010-63 and 2017-19- Principal				29,730	29,730
571 to 101 - final payback of sewer loan Resolution 2010-63 and 2017-19 - Interest				550	550
Transfer to Equipment Replacement - Fund 592		50,000			50,000
FLOOD CONTROL PROJECTS					
Flood Control Capital Reserve - Fund 700		50,000	-	-	50,000
Re-tag and box Wappo artifacts Transfer to SSU - Fund 235					-
CA Dept. of Fish and Wildlife - Incidental take permit - Fund 235		10,000	-	-	10,000

**NON-DEPARTMENTAL - 4000
EXPENSE DETAIL**

Description	Object Code	Funding Source and Amount Per Funding Source				Total Budgeted
DWR Complete Conservation Easement - Fund 235			65,000			65,000
Consultant to assist with items listed above - Fund 235			50,000			50,000
Maintenance and Monitoring remaining contract - Fund 235			31,900			31,900
Surveyer - Fund 235			15,000			15,000
TOTAL - Transfers to Other Funds	2999	\$	632,281	\$	22,613	\$ 30,280 \$ 685,173
PEG Access Costs	6100		101		561	571
PEG Pass Through from Comcast			25,000	-	-	\$ 25,000
City Council/Planning Commission Regular Meetings			5,000	-	-	\$ 5,000
Special Meetings			10,000	-	-	\$ 10,000
TOTAL - PEG Access Costs		\$	40,000	\$	-	\$ 40,000
101 - General Fund Debt Service (4045)						
Retire Principal (4045)	2505			101		
Adams Street			132,300	-	-	132,300
Fire Station			91,450	-	-	91,450
State Revolving Fund (Repayment)			75,000	-	-	75,000
TOTAL - Retire Principal	2505	\$	298,750	-	\$	- \$ 298,750
Interest Expense (4045)	2515		101			
Adams Street			10,100	-	-	10,100
Fire Station			2,500	-	-	2,500
State Revolving Fund			-	-	-	-
TOTAL - Interest Expense	2515	\$	12,600	-	\$	- \$ 12,600
420 - GO Bonds (4045)						
Professional Fees (4045)	2140			420		
1996 Go Bonds			500	-	-	500
TOTAL - Professional Fees	2140	\$	500	-	\$	- \$ 500
Retire Principal (4045)	2505			420		
1996 Go Bonds			-	-	-	-
TOTAL - Retire Principal	2505	\$	-	-	\$	- \$ -
Interest Expense (4045)	2515			420		
1996 Go Bonds			-	-	-	-
TOTAL - Interest Expense	2515	\$	-	-	\$	- \$ -

NON-DEPARTMENTAL - 4000
EXPENSE DETAIL

Description	Object Code	Funding Source and Amount Per Funding Source				Total Budgeted
561 - Water Debt Service (4045)						
Professional Fees (4045)	2140		561			
		10,000	-	-		10,000
TOTAL - Professional Fees	2140	\$ 10,000	-	\$ -		\$ 10,000
Retire Principal (4045)	2505		561			
Water Revenue Bond 2006A		305,000	-	-		305,000
Water/Wastewater Bond 2012B		230,100	-	-		230,100
TOTAL - Retire Principal	2505	\$ 535,100	-	\$ -		\$ 535,100
Interest Expense (4045)	2515		561			
Water Revenue Bond 2006A		284,150	-	-		284,150
Water/Wastewater Bond 2012B		178,200	-	-		178,200
TOTAL - Interest Expense	2515	\$ 462,350	-	\$ -		\$ 462,350
571 - Waste Water Debt Service (4045)						
Professional Fees (4045)	2140		571			
		5,000	-	-		5,000
TOTAL - Professional Fees	2140	\$ 5,000	-	\$ -		\$ 5,000
Retire Principal (4045)	2505		571			
Wastewater Revenue Bond 2005B		80,000	-	-		80,000
Water/Wastewater Bond 2012B		64,900	-	-		64,900
TOTAL - Retire Principal	2505	\$ 144,900	-	\$ -		\$ 144,900
Interest Expense (4045)	2515		571			
Wastewater Revenue Bond 2005B		61,100	-	-		61,100
Water/Wastewater Bond 2012B		50,300	-	-		50,300
TOTAL - Interest Expense	2515	\$ 111,400	-	\$ -		\$ 111,400
235 - Measure A Debt Service (4045)						
Retire Principal (4045)	2505		235			
State Revolving Fund*		5,110,870	-	-		5,110,870
TOTAL - Retire Principal	2505	\$ 5,110,870	-	\$ -		\$ 5,110,870
Interest Expense (4045)	2515		235			
State Revolving Fund		139,770	-	-		139,770
TOTAL - Interest Expense	2515	\$ 139,770	-	\$ -		\$ 139,770

NON-DEPARTMENTAL - 4000
EXPENSE DETAIL

Description	Object Code	Funding Source and Amount Per Funding Source	Total Budgeted
* Dependent on actual drawdown amount from Napa County. Minimum required State Revolving Loan Payment is \$526,805. Estimated drawdown amount for FY 17/18 \$5,250,640			



LIBRARY (4600)

PURPOSE

Recognized as one of the best libraries in the country, we are a resource for people in their daily lives as they grow, learn and challenge themselves at every stage of life and personal development.

We strive to provide resources, space and opportunities for civic engagement, as well as, gateways to education, learning experiences, and enrichment. Our goal is to maintain and continue to achieve the best in library services by managing our resources wisely, preparing for the future, and being responsive to the changing landscape of the community we serve.

STAFFING

The Library Department currently has 6 full-time staff and several part-time members. Consisting of:

Library Director (1)
 Senior Librarian (1)
 Office Assistant (1)
 Library Assistants (2)
 Volunteer Coordinator (1)
 Part-time staff (7)
 Volunteers (38)

2016-17 ACHIEVEMENTS

- In fiscal year 2016-17, the St. Helena Public Library had over 114,000 walk through the front door and lent over 235,000 items
- Loaned 43,000 materials to other libraries and received 20,700 materials to other libraries through SPLASH
- Held over 500 programs with over 10,000 attendees
- Staff training opportunities including database training, professional development, and best practices
- Created and updated Pocket Library Collection Disaster Plan for emergency preparedness
- A Library Disaster Plan for emergency preparedness has been started
- Expanded and improved Youth Volunteer Program to better meet the needs of both the Library and young volunteers
- Had 38 volunteer participants who contributed over 1,300 hours
- Entered into a contract with Califa to connect the Library to the CalREN Broadband network providing the Library with one gigabit of broadband
- Completed improvements to the Library's website

2017-18 GOALS AND OBJECTIVES

- Continue to provide excellent service
- Persist in providing quality programming that entertains, engages, and educates
- Continue to achieve great efficiencies and timeliness including cross training and staffing among departments
- Work with other City departments and outside organizations to strengthen and create new partnerships
- Continue to update the Library's website for better functionality, ease of use, and add additional resources
- Complete the Library's transition to the CalREN Broadband network and fix internal connection issues
- Evaluate Library's marketing of programs
- Begin the transition to move all part-time employees from Friends & Foundation grant to City funding through the General Fund

LIBRARY - 4600
BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Library Expenses By Fund								
FUND	DEPT							
101	4600	General Fund	1,040,972	799,320	842,177	845,067	845,067	947,736
218	4600	PLF State Grant	438	10,353	-	-	-	3,200
219	4600	CLSA State Grant	114,956	9,391	-	-	-	7,350
220	4600	Napa Valley Now	10,968	-	-	-	-	-
380	4600	Friends and Foundation	88,896	142,493	135,000	134,995	134,995	134,000
381	4600	Ryan Library Trust	-	7,040	7,000	7,000	7,009	-
382	4600	Martin Trust	1,325	8,982	1,400	1,400	1,400	-
384	4600	Tweed Trust	15,286	78,936	59,328	81,716	81,716	57,275
Total Expenses			\$ 1,272,840	\$ 1,056,515	\$ 1,044,905	\$ 1,070,178	\$ 1,070,187	\$ 1,149,561

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Library Expense Summary								
Salary			647,572	471,420	491,136	491,136	491,136	525,471
Benefits			319,830	288,978	291,926	291,926	291,926	268,615
Capital Equipment			-	-	-	-	-	-
Communications			6,860	5,687	6,000	6,000	6,000	12,300
Computer Equipment			-	7,040	6,450	6,450	6,450	47,000
Contracts			73,945	89,639	82,327	84,217	84,217	97,000
Dept supplies/services			31,940	35,182	33,100	33,095	33,095	44,450
Equipment/Software Maintenance			16,160	11,948	15,015	15,015	15,024	15,350
Library Materials			133,021	101,253	77,852	100,240	100,240	88,275
Training/Conference			3,018	2,629	2,100	3,100	3,100	6,100
Utilities			40,494	42,740	39,000	39,000	39,000	45,000
Total Expenses			\$ 1,272,840	\$ 1,056,515	\$ 1,044,905	\$ 1,070,178	\$ 1,070,187	\$ 1,149,561

LIBRARY - 4600
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-46-00-20-10	Salary-Regular	495,030	393,073	408,630	408,630	408,630	433,484
101-46-00-20-20	Temp/Part Time	110,601	-	-	-	-	27,355
101-46-00-20-30	Overtime	475	-	-	-	-	-
101-46-00-20-37	Holiday Pay	4,128	-	-	-	-	2,371
101-46-00-20-40	FICA/Medicare	46,417	29,210	31,673	31,673	31,673	35,849
101-46-00-20-45	Employer PERS	76,355	85,210	72,421	72,421	72,421	30,559
101-46-00-20-47	PERS Unfunded Liability	-	-	-	-	-	48,788
101-46-00-20-50	Employee PERS	4,493	-	-	-	-	-
101-46-00-20-55	Health Insurance	129,618	106,410	129,037	129,037	129,037	129,178
101-46-00-20-61	Workers Comp	43,313	42,681	30,173	30,173	30,173	5,548
101-46-00-20-65	SDI	4,648	3,573	3,636	3,636	3,636	3,793
101-46-00-20-71	Unemployment	4,967	7,492	6,600	6,600	6,600	-
101-46-00-20-75	Deferred Comp	4,528	4,327	8,424	8,424	8,424	7,511
101-46-00-20-85	Auto Allowance	2,633	2,410	2,400	2,400	2,400	2,400
101-46-00-20-89	Charity Event Reimbursement	-	-	750	750	750	-
101-46-00-20-96	Education Reimbursement	-	500	500	500	500	500
20	Salaries & Benefits	927,208	674,885	694,244	694,244	694,244	727,336
101-46-00-21-05	Advertising	375	-	-	-	-	-
101-46-00-21-10	Communications	3,125	5,687	6,000	6,000	6,000	12,300
101-46-00-21-15	Postage	226	446	500	500	500	500
101-46-00-21-22	Utilities	40,494	42,740	39,000	39,000	39,000	45,000
101-46-00-21-27	Equipment Lease Exp	-	8,001	8,015	8,015	8,015	8,000
101-46-00-21-45	Other Contract Services	56,941	44,815	69,868	71,758	71,758	97,000
101-46-00-21-55	Training & Conference	75	2,149	2,100	3,100	3,100	6,100
21	Services	101,236	103,838	125,483	128,373	128,373	168,900
101-46-00-22-07	Copies	-	3,665	3,500	3,500	3,500	3,000
101-46-00-22-12	Computer Equipment	-	-	6,450	6,450	6,450	27,000
101-46-00-22-13	Office Supplies	1,887	1,529	1,000	1,000	1,000	2,000
101-46-00-22-15	Special Department Supplies	605	1,146	1,000	1,000	1,000	1,000
101-46-00-22-16	Library Materials	-	63	-	-	-	-
22	Supplies	2,492	6,402	11,950	11,950	11,950	33,000
101-46-00-23-11	Maint Office Equip	5,492	1,991	-	-	-	-
101-46-00-23-35	Software Maintenance	3,010	1,955	-	-	-	-
23	Maintenance	8,502	3,946	-	-	-	-
101-46-00-24-25	Taxes & Other Charges	-	10,248	10,500	10,500	10,500	11,500
24	Taxes, Insurances & Contributi	-	10,248	10,500	10,500	10,500	11,500
101-46-00-26-40	Furniture & Fixtures	1,534	-	-	-	-	7,000
26	Capital	1,534	-	-	-	-	7,000
Grand Total		1,040,972	799,320	842,177	845,067	845,067	947,736
101	General Fund	1,040,972	799,320	842,177	845,067	845,067	947,736
218	Public Library Foundation						
218-46-00-21-05	Advertising	-	-	-	-	-	-
218-46-00-21-45	Other Contract Services	-	10,353	-	-	-	-
218-46-00-21-55	Training & Conference	388	-	-	-	-	-
21	Services	388	10,353	-	-	-	-

LIBRARY - 4600
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
218-46-00-22-15	Special Department Supplies	50	-	-	-	-	3,200
22	<i>Supplies</i>	50	-	-	-	-	3,200
Grand Total		438	10,353	-	-	-	3,200
218	Public Library Foundation	438	10,353	-	-	-	3,200
219	CLSA State Library Grant						
219-46-00-21-05	Advertising	-	-	-	-	-	-
219-46-00-21-10	Communications	3,735	-	-	-	-	-
219-46-00-21-15	Postage	-	-	-	-	-	-
219-46-00-21-27	Equipment Lease Exp	3,974	-	-	-	-	-
219-46-00-21-30	Professional Contracts	-	-	-	-	-	-
219-46-00-21-45	Other Contract Services	1,948	9,526	-	-	-	-
219-46-00-21-53	Memberships & Publications	99	-	-	-	-	-
219-46-00-21-55	Training & Conference	359	-	-	-	-	-
21	<i>Services</i>	10,114	9,526	-	-	-	-
219-46-00-22-07	Copies	3,049	-	-	-	-	-
219-46-00-22-12	Computer Equipment	-	-	-	-	-	-
219-46-00-22-13	Office Supplies	3,872	(136)	-	-	-	-
219-46-00-22-15	Special Department Supplies	3,511	-	-	-	-	-
219-46-00-22-16	Library Materials	85,886	-	-	-	-	-
22	<i>Supplies</i>	96,319	(136)	-	-	-	-
219-46-00-23-11	Maint Office Equip	5,259	-	-	-	-	-
219-46-00-23-30	Maint Buildings/Grounds	-	-	-	-	-	-
219-46-00-23-35	Software Maintenance	2,400	-	-	-	-	7,350
23	<i>Maintenance</i>	7,659	-	-	-	-	7,350
219-46-00-26-30	Capital Equipment	-	-	-	-	-	-
219-46-00-26-40	Furniture & Fixtures	864	-	-	-	-	-
26	<i>Capital</i>	864	-	-	-	-	-
Grand Total		114,956	9,391	-	-	-	7,350
219	CLSA State Library Grant	114,956	9,391	-	-	-	7,350
220	Napa Valley Now						
220-46-00-21-05	Advertising	-	-	-	-	-	-
220-46-00-21-45	Other Contract Services	10,500	-	-	-	-	-
21	<i>Services</i>	10,500	-	-	-	-	-
220-46-00-22-15	Special Department Supplies	468	-	-	-	-	-
22	<i>Supplies</i>	468	-	-	-	-	-
Grand Total		10,968	-	-	-	-	-
220	Napa Valley Now	10,968	-	-	-	-	-
380	Friends and Foundation						
380-46-00-20-20	Temp/Part Time	35,316	74,923	76,241	76,241	76,241	57,581
380-46-00-20-37	Holiday Pay	1,438	3,424	6,265	6,265	6,265	4,680
380-46-00-20-40	FICA/Medicare	2,812	7,166	6,312	6,312	6,312	4,489
20	<i>Salaries & Benefits</i>	39,565	85,513	88,817	88,817	88,817	66,750

LIBRARY - 4600
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
380-46-00-21-45	Other Contract Services	-	1,126	-	-	-	-
380-46-00-21-55	Training & Conference	2,196	480	-	-	-	-
21	Services	2,196	1,606	-	-	-	-
380-46-00-22-15	Special Department Supplies	-	2,742	-	-	-	-
380-46-00-22-16	Library Materials	47,134	41,548	34,583	34,583	34,583	56,000
380-46-00-22-40	Programming	-	-	-	-	-	11,250
380-46-00-22-41	Youth Programs	-	3,840	4,000	4,000	4,000	-
380-46-00-22-42	Spanish Language Programs	-	4,630	4,000	4,000	4,000	-
380-46-00-22-43	Adult Programs	-	2,461	3,000	2,550	2,550	-
380-46-00-22-44	Elsie, the Library Cat	-	155	600	1,045	1,045	-
22	Supplies	47,134	55,375	46,183	46,178	46,178	67,250
Grand Total		88,896	142,493	135,000	134,995	134,995	134,000
380	Friends and Foundation	88,896	142,493	135,000	134,995	134,995	134,000
381	Ryan Library Trust						
381-46-00-22-12	Computer Equipment	-	7,040	-	-	-	-
22	Supplies	-	7,040	-	-	-	-
381-46-00-23-35	Software Maintenance	-	-	7,000	7,000	7,009	-
23	Maintenance	-	-	7,000	7,000	7,009	-
381	Ryan Library Trust	-	7,040	7,000	7,000	7,009	-
382	Martin Estate Trust						
382-46-00-21-45	Other Contract Services	1,325	8,982	-	-	-	-
21	Services	1,325	8,982	-	-	-	-
382-46-00-22-16	Library Materials	-	-	1,400	1,400	1,400	-
22	Supplies	-	-	1,400	1,400	1,400	-
Grand Total		1,325	8,982	1,400	1,400	1,400	-
382	Martin Estate Trust	1,325	8,982	1,400	1,400	1,400	-
384	Tweed Trust						
384-46-00-20-20	Temp/Part Time	584	-	-	-	-	-
384-46-00-20-37	Holiday Pay	-	-	-	-	-	-
384-46-00-20-40	FICA/Medicare	45	-	-	-	-	-
20	Salaries & Benefits	629	-	-	-	-	-
384-46-00-21-15	Postage	-	-	-	-	-	-
384-46-00-21-45	Other Contract Services	3,232	14,837	12,459	12,459	12,459	-
384-46-00-21-53	Memberships & Publications	1,085	-	-	-	-	-
384-46-00-21-55	Training & Conference	-	-	-	-	-	-
21	Services	4,317	14,837	12,459	12,459	12,459	-
384-46-00-22-07	Copies	-	-	-	-	-	-
384-46-00-22-12	Computer Equipment	-	-	-	-	-	20,000
384-46-00-22-13	Office Supplies	-	-	-	-	-	-
384-46-00-22-15	Special Department Supplies	13	4,456	5,000	5,000	5,000	5,000
384-46-00-22-16	Library Materials	-	59,642	41,869	64,257	64,257	32,275

LIBRARY - 4600
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
22	Supplies	13	64,099	46,869	69,257	69,257	57,275
384-46-00-23-35	Software Maintenance	-	-	-	-	-	-
23	Maintenance	-	-	-	-	-	-
384-46-00-2408	Agreements	-	-	-	-	-	-
384-46-00-24-25	Taxes & Other Charges	10,327	-	-	-	-	-
24	Taxes, Insurances & Contributi	10,327	-	-	-	-	-
Grand Total		15,286	78,936	59,328	81,716	81,716	57,275
384	Tweed Trust	15,286	78,936	59,328	81,716	81,716	57,275
Grand Total		\$ 1,272,840	\$ 1,056,515	\$ 1,044,905	\$ 1,070,178	\$ 1,070,187	\$ 1,149,561

LIBRARY - 4600 EXPENSE DETAIL						
Description	Object Code	Funding Source				Total Budgeted
<i>Communications</i>	2110	101	380	381	384	
Telephones		2,500	-	-	-	2,500
Broadband Fees		9,800	-	-	-	9,800
TOTAL - Communications	2110	\$ 12,300	\$ -	\$ -	\$ -	\$ 12,300
<i>Equipment Lease</i>	2127	101	380	381	384	
Copiers		8,000	-	-	-	8,000
TOTAL - Equipment Lease	2127	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000
<i>Copies</i>	2207	101	380	381	384	
Copies made with leased copiers		3,000	-	-	-	3,000
TOTAL - Copies	2207	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
<i>Other Contract Services</i>	2145	101	380	381	384	
SPLASH (Automation/Databases)		81,000	-	-	-	81,000
NorthNet Consortium		3,000	-	-	-	3,000
OCLC On-Line cataloging		3,400	-	-	-	3,400
Library Security System		3,100	-	-	-	3,100
3M Self-Check Maintenance		4,200	-	-	-	4,200
LibraryAware (NextReads/Emails)		1,100	-	-	-	1,100
Napa Valley Now		1,200	-	-	-	1,200
TOTAL - Other Contract Services	2145	\$ 97,000	\$ -	\$ -	\$ -	\$ 97,000
<i>Training & Conference</i>	2155	101	380	381	384	
Training/Mileage		500	-	-	-	500
CLA Membership		600	-	-	-	600
Northnet Training		1,000	-	-	-	1,000
PLA Conference		3,000	-	-	-	3,000
Conferences		1,000	-	-	-	1,000
TOTAL - Training & Conference	2155	\$ 6,100	\$ -	\$ -	\$ -	\$ 6,100
<i>Computer Equipment</i>	2212	101	380	381	384	
Useful (Public Computers)		5,000	-	-	-	5,000
GoPrint (Public Computers)		1,000	-	-	-	1,000
Broadband Upgrades		20,000	-	-	20,000	40,000
Marin IT/Spam Filter		500	-	-	-	500
Miscellaneous Equipment		500	-	-	-	500
TOTAL - Computer Equipment	2212	\$ 27,000	\$ -	\$ -	\$ 20,000	\$ 47,000
<i>Special Department Supplies</i>	2215	101	380	381	384	
Supplies for Processing Material (Labels, cases, barcodes, etc.)		-	-	-	5,000	5,000

LIBRARY - 4600
EXPENSE DETAIL

Description	Object Code	Funding Source				Total Budgeted
Library Cards		1,000	-	-	-	1,000
TOTAL - Special Department Supplies	2215	\$ 1,000	\$ -	\$ -	\$ 5,000	\$ 6,000
<i>Library Materials</i>	<i>2216</i>	<i>382</i>	<i>380</i>	<i>381</i>	<i>384</i>	
Print, Audiovisual, Downloadable		-	56,000	-	30,775	86,775
St. Helena Star Microfilm		-	-	-	1,500	1,500
TOTAL - Library Materials	2216	\$ -	\$ 56,000	\$ -	\$ 32,275	\$ 88,275
<i>Software Maintenance</i>	<i>2335</i>	<i>101</i>	<i>380</i>	<i>381</i>	<i>219</i>	
Brainfus/Online Homework Help		-	-	-	5,500	5,500
Mango Languages		-	-	-	1,500	1,500
AtoZ Database		-	-	-	350	350
TOTAL - Software Maintenance	2335	\$ -	\$ -	\$ -	\$ 7,350	\$ 7,350



RECREATION (4728)

PURPOSE

The Recreation Department provides leisure and community services to the residents of the City and enrichment programs for all ages. Programs include adult and youth sports such as bocce, softball, basketball & soccer, arts, crafts, drama and music, as well as vocational skills, educational classes, Teen Center, and summer camps & childcare. The Recreation Director serves as staff member to the Parks and Recreation Commission.

2016-17 ACHIEVEMENTS

- Hosted special events including:
 - 4th of July Fireworks
 - Movies in the Park
 - Food Trucks at Crane Park
 - Harvest Festival
- Increased number of participants at special events
- Partnered with City of Napa for Youth Sports programs including Basketball, Volleyball, and Adult Softball
- Continuing to partner with the St. Helena School District to enhance the After-School Enrichment program
 - Afterschool enrichment classes with 311 participants
- Adult Sports Leagues
 - Bocce – 110 teams with 1,500 weekly participants
 - Fall Bocce – 16 teams with 240 weekly participants
 - Adult Softball – 8 teams with 200 players weekly
 - Tennis – 10 teams with 75 participants weekly
- Youth Sports Leagues
 - Soccer, Basketball, Volleyball, T-Ball with 470 weekly participants
- 2016 Summer Camps with 594 participants
- Recreation classes with 684 weekly participants
- Teen Center with 1,000 walk-ins
- Added Supervisor Position

2017-18 GOALS AND OBJECTIVES

STAFFING

The Recreation Department currently has 3 full-time staff, one part-time and additional seasonal staff. Consisting of:

Recreation Director (1)
 Recreation Supervisor (2)
 Sports Assistant (.5)
 Seasonal 30 +/-
 Volunteers 65 +/-

- Continue to work cooperatively with St. Helena Unified School District to establish a joint use agreement to utilize School District Facilities (gyms, fields, classrooms) for community recreation programs
- Continue to seek financial support from community to enhance scholarship program and improve the ability to provide recreation programs for all
- Continue to provide high quality recreation programming for all ages
- Restructure Teen Center programming model

RECREATION - 4728
BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Recreation Expenses By Fund								
FUND	DEPT							
101	4728	General Fund	87,522	90,131	175,265	175,264	175,264	203,395
280	4728	Teen Center*	163,573	161,613	118,988	118,988	118,988	104,318
286	4728	Bocce Ball	27,026	22,813	40,028	41,028	42,243	42,487
287	4728	Harvest Festival	-	-	12,650	12,650	14,574	12,800
288	4728	4th of July	-	-	45,300	45,300	45,300	45,300
289	4728	Recreation Program**	138,847	176,804	246,291	241,122	242,117	338,994
Total Expenses			\$ 418,872	\$ 523,116	\$ 638,521	\$ 634,352	\$ 638,485	\$ 747,294

**Teen Center is 100% General Funded. Broken into a separate fund for expense tracking purposes*

***Recreation Program is supplemented by the General Fund - transfer listed in Non-Departmental #101-4000-2999. Amount transferred is total cost of Recreation program less projected revenues for 289*

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Recreation Expense Summary								
Salary			213,240	222,911	285,116	283,716	284,931	324,293
Benefits			108,001	114,816	128,028	128,026	128,026	181,582
Communications			5,078	5,699	5,650	5,650	5,650	6,700
Computer Equipment			-	881	1,200	1,200	1,200	1,200
Contracts			29,837	103,092	102,600	93,600	93,600	109,000
Dept supplies/services			58,081	72,145	107,478	113,710	116,629	113,769
Training/Conference			469	135	4,000	4,000	4,000	6,300
Utilities			352	209	450	450	450	450
Tennis Court Maintenance			3,813	3,227	4,000	4,000	4,000	4,000
Total Expenses			\$ 418,872	\$ 523,116	\$ 638,521	\$ 634,352	\$ 638,485	\$ 747,294

RECREATION - 4728
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-47-28-20-10	Salary-Regular	50,493	48,612	104,499	104,499	104,499	112,799
101-47-28-20-20	Temp/Part Time	-	-	-	-	-	-
101-47-28-20-30	Overtime	-	-	-	-	-	-
101-47-28-20-40	FICA/Medicare	3,909	3,765	8,159	8,159	8,159	8,794
101-47-28-20-45	Employer PERS	8,151	11,402	15,347	15,347	15,347	8,935
101-47-28-20-47	PERS Unfunded Liabilities	-	-	-	-	-	14,265
101-47-28-20-50	Employee PERS	127	-	-	-	-	-
101-47-28-20-55	Health Insurance	12,668	12,819	25,212	25,212	25,212	25,541
101-47-28-20-61	Workers Comp	1,823	1,778	3,400	3,400	3,400	3,986
101-47-28-20-65	SDI	486	443	940	940	940	898
101-47-28-20-75	Deferred Comp	659	652	2,367	2,367	2,367	2,357
101-47-28-20-85	Auto Allowance	1,217	1,205	2,160	2,160	2,160	2,160
101-47-28-20-89	Charity Event Reimbursement	-	-	750	750	750	-
20	<i>Salaries & Benefits</i>	79,533	80,675	162,835	162,834	162,834	179,735
101-47-28-21-05	Advertising	150	-	300	300	300	300
101-47-28-21-10	Communications	2,034	3,469	2,500	2,500	2,500	3,500
101-47-28-21-15	Postage	30	53	100	100	100	100
101-47-28-21-30	Professional Contracts	165	576	200	200	200	7,200
101-47-28-21-42	Banking Fees	390	-	660	660	660	660
101-47-28-21-44	Online Transaction Fee	97	1	50	50	50	50
101-47-28-21-53	Memberships & Publications	369	214	220	220	220	450
101-47-28-21-55	Training & Conference	240	-	1,300	1,300	1,300	3,600
101-47-28-21-60	Other Travel	-	-	100	100	100	100
21	<i>Services</i>	3,476	4,313	5,430	5,430	5,430	15,960
101-47-28-22-12	Computer Equipment	-	881	1,200	1,200	1,200	1,200
101-47-28-22-13	Office Supplies	239	250	300	300	300	500
101-47-28-22-15	Special Department Supplies	462	785	1,000	1,000	1,000	1,000
22	<i>Supplies</i>	701	1,915	2,500	2,500	2,500	2,700
101-47-28-23-20	Tennis Court Maintenance	3,813	3,227	4,000	4,000	4,000	4,000
101-47-28-23-35	Software Maintenance	-	-	-	-	-	-
23	<i>Maintenance</i>	3,813	3,227	4,000	4,000	4,000	4,000
101-47-28-26-40	Furniture & Fixtures	-	-	500	500	500	1,000
26	<i>Capital</i>	-	-	500	500	500	1,000
Grand Total		87,522	90,131	175,265	175,264	175,264	203,395
101	General Fund	87,522	90,131	175,265	175,264	175,264	203,395
280	Teen Center Recreation Dept						
280-47-28-20-10	Salary-Regular	85,447	79,327	45,546	45,546	45,546	47,492
280-47-28-20-20	Temp/Part Time	12,770	18,957	22,325	22,325	22,325	10,627
280-47-28-20-30	Overtime	224	341	200	200	200	200
280-47-28-20-40	FICA/Medicare	7,577	7,586	5,244	5,244	5,244	4,498
280-47-28-20-45	Employer PERS	9,722	13,896	12,399	12,399	12,399	2,777
280-47-28-20-47	PERS Unfunded Liabilities	-	-	-	-	-	4,434
280-47-28-20-50	Employee PERS	294	-	-	-	-	-
280-47-28-20-55	Health Insurance	23,377	22,403	18,208	18,208	18,208	18,446
280-47-28-20-61	Workers Comp	9,043	9,497	2,456	2,456	2,456	2,879
280-47-28-20-65	SDI	828	722	410	410	410	423
280-47-28-20-71	Unemployment	4,160	-	-	-	-	-

RECREATION - 4728
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
280-47-28-20-75	Deferred Comp	681	617	630	630	630	622
280-47-28-20-85	Auto Allowance	1,215	1,084	120	120	120	120
20	<i>Salaries & Benefits</i>	155,339	154,429	107,538	107,538	107,538	92,518
280-47-28-21-05	Advertising	-	-	250	250	250	500
280-47-28-21-10	Communications	1,932	1,279	2,250	2,250	2,250	2,300
280-47-28-21-15	Postage	1	-	100	100	100	100
280-47-28-21-40	Professional Fees	250	-	250	250	250	300
280-47-28-21-45	Other Contract Services	480	-	1,000	1,000	1,000	1,000
280-47-28-21-53	Memberships & Publications	-	170	200	200	200	200
280-47-28-21-55	Training & Conference	49	-	600	600	600	600
280-47-28-21-60	Other Travel	-	-	300	300	300	300
21	<i>Services</i>	2,712	1,449	4,950	4,950	4,950	5,300
280-47-28-22-13	Office Supplies	344	316	500	500	500	500
280-47-28-22-15	Special Department Supplies	5,177	5,419	6,000	6,000	6,000	6,000
22	<i>Supplies</i>	5,521	5,735	6,500	6,500	6,500	6,500
Grand Total		163,573	161,613	118,988	118,988	118,988	104,318
280	Teen Center Recreation Dept	163,573	161,613	118,988	118,988	118,988	104,318
286	Bocce Ball						
286-47-28-20-10	Salary-Regular	68	4,861	5,806	5,806	7,020	6,267
286-47-28-20-20	Temp/Part Time	5,859	8,102	21,660	21,660	21,660	23,328
286-47-28-20-40	FICA/Medicare	453	996	2,110	2,110	2,110	2,273
286-47-28-20-45	Employer PERS	13	1,140	1,169	1,169	1,169	496
286-47-28-20-47	PERS Unfunded Liabilities	-	-	-	-	-	792
286-47-28-20-55	Health Insurance	18	1,282	1,401	1,401	1,401	1,419
286-47-28-20-61	Workers Comp	711	747	189	189	189	221
286-47-28-20-65	SDI	1	44	52	52	52	50
286-47-28-20-71	Unemployment	235	-	-	-	-	-
286-47-28-20-75	Deferred Comp	1	65	132	132	132	131
286-47-28-20-85	Auto Allowance	2	120	120	120	120	120
20	<i>Salaries & Benefits</i>	7,361	17,358	32,638	32,638	33,853	35,097
286-47-28-21-05	Advertising	-	175	150	150	150	150
286-47-28-21-42	Banking Fees	821	870	1,000	1,000	1,000	1,000
286-47-28-21-44	Online Transaction Fee	140	210	140	140	140	140
286-47-28-21-45	Other Contract Services	75	-	200	200	200	200
21	<i>Services</i>	1,035	1,255	1,490	1,490	1,490	1,490
286-47-28-22-13	Office Supplies	(120)	-	400	400	400	400
286-47-28-22-15	Special Department Supplies	3,750	4,031	4,000	4,500	4,500	4,000
22	<i>Supplies</i>	3,630	4,031	4,400	4,900	4,900	4,400
286-47-28-23-30	Maint Building/Grounds	-	168	1,500	2,000	2,000	1,500
23	<i>Maintenance</i>	-	168	1,500	2,000	2,000	1,500
286-47-28-29-99	Transfer to other Funds	15,000	-	-	-	-	-
29	<i>Transfers</i>	15,000	-	-	-	-	-
Grand Total		27,026	22,813	40,028	41,028	42,243	42,487
286	Bocce Ball	27,026	22,813	40,028	41,028	42,243	42,487

RECREATION - 4728
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
287	Harvest Festival						
287-47-28-21-42	Banking Fees	-	89	100	100	4	100
21	Services	-	89	100	100	4	100
287-47-28-22-15	Special Department Supplies	-	30,463	12,550	12,550	14,569	12,700
22	Supplies	-	30,463	12,550	12,550	14,569	12,700
287	Harvest Festival	-	30,552	12,650	12,650	14,574	12,800
288	Fourth of July						
47	Parks & Recreation						
288-47-28-21-42	Banking Fees	-	23	-	-	-	-
288-47-28-21-45	Other Contract Services	-	40,000	40,000	40,000	40,000	40,000
21	Services	-	40,023	40,000	40,000	40,000	40,000
288-47-28-22-15	Special Department Supplies	1,905	1,180	5,300	5,300	5,300	5,300
22	Supplies	1,905	1,180	5,300	5,300	5,300	5,300
288	Fourth of July	1,905	41,203	45,300	45,300	45,300	45,300
289	Recreation Program						
289-47-28-20-10	Salary-Regular	16,899	23,717	26,494	26,494	26,494	85,424
289-47-28-20-20	Temp/Part Time	41,144	38,643	57,186	57,186	57,186	36,756
289-47-28-20-30	Overtime	336	352	1,400	-	-	1,400
289-47-28-20-30	Holiday Pay	13	26	-	-	-	-
289-47-28-20-40	FICA/Medicare	4,420	4,799	6,527	6,527	6,527	9,518
289-47-28-20-45	Employer PERS	1,056	2,423	5,239	5,239	5,239	6,766
289-47-28-20-47	PERS Unfunded Liability	-	-	-	-	-	10,803
289-47-28-20-50	Employee PERS	112	-	-	-	-	-
289-47-28-20-55	Health Insurance	5,767	7,244	11,205	11,205	11,205	39,731
289-47-28-20-61	Workers Comp	8,593	7,825	1,511	1,511	1,511	6,200
289-47-28-20-65	SDI	158	215	238	238	238	781
289-47-28-20-71	Unemployment	494	-	-	-	-	-
289-47-28-20-75	Deferred Comp	16	20	332	332	332	1,146
20	Salaries & Benefits	79,008	85,265	110,133	108,732	108,732	198,525
289-47-28-21-05	Advertising	150	75	1,000	1,000	1,000	1,000
289-47-28-21-10	Communications	1,112	951	900	900	900	900
289-47-28-21-22	Utilities	352	209	450	450	450	450
289-47-28-21-40	Professional Fees	-	-	300	300	300	300
289-47-28-21-42	Banking Fees	2,654	3,438	3,400	3,400	3,850	3,400
289-47-28-21-44	Online Transaction Fee	792	1,353	1,000	1,000	1,545	1,000
289-47-28-21-45	Other Contract Services	28,867	51,748	60,650	51,650	51,650	60,000
289-47-28-21-52	Facility Rental	7,244	5,319	24,000	24,000	24,000	24,000
289-47-28-21-55	Training & Conference	180	135	200	200	200	200
289-47-28-21-60	Other Travel	-	-	1,500	1,500	1,500	1,500
21	Services	41,351	63,228	93,400	84,400	85,395	92,750
289-47-28-22-11	Fingerprinting	-	-	300	300	300	300
289-47-28-22-13	Office Supplies	51	18	100	100	100	100
289-47-28-22-15	Special Department Supplies	10,341	11,000	12,000	16,000	16,000	16,000
289-47-28-22-41	Supplies- Summer	706	851	1,000	1,000	1,000	1,500

RECREATION - 4728
BUDGET

		FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
Account Number	Description	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
289-47-28-22-42	Supplies - Sports Programs	5,137	4,405	5,000	5,000	5,000	5,000
289-47-28-22-43	Fieldtrips	2,249	1,265	2,000	2,000	2,000	2,000
289-47-28-22-45	After School Enrichment	-	10,768	12,000	13,232	13,232	12,000
22	<i>Supplies</i>	<i>18,483</i>	<i>28,307</i>	<i>32,400</i>	<i>37,632</i>	<i>37,632</i>	<i>36,900</i>
289-47-28-23-35	Software Maintenance	-	-	500	500	500	500
289-47-28-23-50	Vehicle Allocation Expense	-	-	9,858	9,858	9,858	10,319
23	<i>Maintenance</i>	<i>-</i>	<i>-</i>	<i>10,358</i>	<i>10,358</i>	<i>10,358</i>	<i>10,819</i>
Grand Total		138,847	176,804	246,291	241,122	242,117	338,994
289	Recreation Program	138,847	176,804	246,291	241,122	242,117	338,994
Grand Total		\$ 418,872	\$ 523,116	\$ 638,521	\$ 634,352	\$ 638,485	\$ 747,294

RECREATION - 4728
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Memberships & Publications</i>	2153	101	
CPRS (2 employees)		400	400
USTA		50	50
TOTAL - Memberships & Publications	2153	\$ 450	\$ 450
<i>Training and Conferences</i>	2155	101	
CPRS (2 employees)		3,600	3,600
TOTAL - Training and Conferences	2155	\$ 3,600	\$ 3,600
<i>Computer Equipment</i>	2212	101	
Miscellaneous		1,200	1,200
TOTAL - Computer Equipment	2212	\$ 1,200	\$ 1,200
<i>Special Department Supplies</i>	2215	101	
Newsletter, Miscellaneous Supplies		1,000	1,000
TOTAL - Special Department Supplies	2215	\$ 1,000	\$ 1,000
<i>Furniture & Fixtures</i>	2640	101	
Chairs and Tables - Carnegie Hall		1,000	1,000
TOTAL - Furniture & Fixtures	2640	\$ 1,000	\$ 1,000
TEEN CENTER RECREATION - 280			
<i>Professional Fees</i>	2140	280	
CPR Training		300	300
TOTAL - Professional Fees	2140	\$ 300	\$ 300
<i>Other Contract Services</i>	2145	280	
Instructors		1,000	1,000
TOTAL - Other Contract Services	2145	\$ 1,000	\$ 1,000
<i>Memberships & Publications</i>	2153	280	
CPRS		200	200
TOTAL - Memberships & Publications	2153	\$ 200	\$ 200
<i>Training and Conferences</i>	2155	280	
CPRS		600	600
TOTAL - Training and Conferences	2155	\$ 600	\$ 600
<i>Special Department Supplies</i>	2215	280	
Teen Center Supplies, Food, Events		6,000	6,000
TOTAL - Special Department Supplies	2215	\$ 6,000	\$ 6,000

RECREATION - 4728
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
BOCCE BALL - 286			
<i>Special Department Supplies</i>	2215	286	
Bocce Balls, Equipment		4,000	4,000
TOTAL - Special Department Supplies	2215	\$ 4,000	\$ 4,000
HARVEST FESTIVAL - 287			
<i>Special Department Supplies</i>	2215	287	
Bathrooms		800	800
Security		500	500
Trash		500	500
Banners		1,100	1,100
Supplies		300	300
Advertising		2,000	2,000
Bands		2,000	2,000
Rock Climbing Wall		5,000	5,000
T-Shirt		500	500
TOTAL - Special Department Supplies	2215	\$ 12,700	\$ 12,700
4TH OF JULY - 288			
<i>Other Contract Services</i>	2145	288	
Fireworks		40,000	40,000
TOTAL - Other Contract Services	2145	\$ 40,000	\$ 40,000
<i>Special Department Supplies</i>	2215	288	
Security		2,000	2,000
Banners		1,000	1,000
Advertising		1,300	1,300
Bathrooms		800	800
Miscellaneous Supplies		200	200
TOTAL - Special Department Supplies	2215	\$ 5,300	\$ 5,300
RECREATION PROGRAM - 289			
<i>Professional Fees</i>	2140	289	
CPR		300	300
TOTAL - Professional Fees	2140	\$ 300	\$ 300
<i>Other Contract Services</i>	2145	289	
Instructors		35,000	35,000
Camps		25,000	25,000
TOTAL - Other Contract Services	2145	\$ 60,000	\$ 60,000
<i>Facility Rental</i>	2152	289	

RECREATION - 4728
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
School District - Gym, Fields, etc.		24,000	24,000
TOTAL - Facility Rental	2152	\$ 24,000	\$ 24,000
<i>Training and Conferences</i>	<i>2155</i>	<i>289</i>	
CPRS - Summer Staff		200	200
TOTAL - Training and Conferences	2155	\$ 200	\$ 200
<i>Other Travel</i>	<i>2160</i>	<i>289</i>	
Fuel		1,500	1,500
TOTAL - Other Travel	2160	\$ 1,500	\$ 1,500
<i>Special Department Supplies</i>	<i>2215</i>	<i>289</i>	
Jersey - Soccer		1,825	1,825
Jersey - Basketball		1,825	1,825
Jersey - Volleyball		1,825	1,825
Jersey - T-Ball		1,825	1,825
Jersey - Staff		500	500
Jersey - Misc		200	200
Equipment - Soccer		1,825	1,825
Equipment - Basketball		1,825	1,825
Equipment - Volleyball		1,825	1,825
Equipment - T-Ball		1,825	1,825
Equipment - Staff		500	500
Equipment - Misc.		200	200
TOTAL - Special Department Supplies	2215	\$ 16,000	\$ 16,000
<i>Fieldtrips</i>	<i>2243</i>	<i>289</i>	
Entrance Fees		2,000	2,000
TOTAL - Fieldtrips	2243	\$ 2,000	\$ 2,000
<i>Software Maintenance</i>	<i>2335</i>	<i>289</i>	
ActiveNet		500	500
TOTAL - Software Maintenance	2335	\$ 500	\$ 500



FIRE (4800)

PURPOSE

It is the mission of the members of the St. Helena Fire Department to provide efficient and cost effective services, including: fire protection both prevention and suppression; public life safety education; emergency medical and rescue services; respond to natural and man-made disasters; and respond to incidents involving hazardous materials. This service should, at all times, provide for the safety of the members of the Fire Department and serve the interest of the residents of the City of St. Helena and the surrounding area.

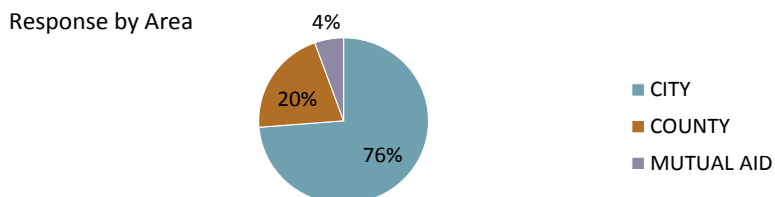
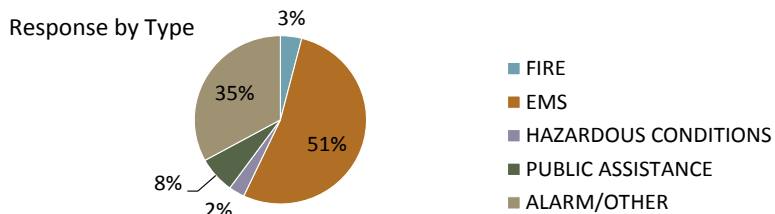
STAFFING

The Fire Department currently has 1.8 FTE staff members and 27 part-time staff consisting of:

Fire Chief (0.4)
 Fire Marshal (0.4)
 Management Analyst (1)
 Part-time Firefighters (27) - paid on an hourly, per-call basis

2016-17 ACHIEVEMENTS

- Responded to 6 Strike Team Incidents, including the Soberanes, Tully, and Canyon Fires, for a total of 2,287 firefighting hours
- Worked with the Finance Department to set up an equipment repair & replacement fund from money received from Strike Teams for use of fire apparatuses and equipment
- Purchased 26 self-contained breathing apparatus funded 100% from the lobster feed for a total of \$186,000
- Conducted EOC Training
- Reviewed service model of Fire Department
- Modernize and transition annual fire inspection programs to paperless
- Entered into an agreement with the Waste Water Treatment Plant for use of property for additional training facilities
- Responded to 851 calls in the 2016 calendar year



2017-18 GOALS AND OBJECTIVES

- Modernize and implement customer incident management software
- Continue to improve infrastructure of training facilities located at the WWTP
- Rent a commercial property on Dowdell lane to house a fire apparatus to improve daytime calls (Station #2)
- Replace Bay Doors
- Hire 6 part-time firefighters to bring the total personnel to 27 (30 being a full roster)
- Retrofit Water Tender – 17 (1998 model) with funds from the 2017 lobster feed
- Purchase 511 tactical coats with highway visibility reflecting for all firefighters totaling \$7,000 purchased from lobster feed proceeds

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FY 2017/18 Proposed Budget June 13, 2017

FIRE - 4800 BUDGET SUMMARY						
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Fire Expenses By Fund						
					FY 16/17	FY 17/18
					Estimated	Proposed
					Year End	
FUND	DEPT					
101	4800	General Fund	682,471	820,883	769,827	786,624
		Total Expenses	\$ 682,471	\$ 820,883	\$ 769,827	\$ 786,624
					\$ 786,624	\$ 966,522

			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Fire Expense Summary						
					FY 16/17	FY 17/18
					Estimated	Proposed
					Year End	
Salary			84,917	241,228	372,526	422,790
Benefits			88,644	77,775	136,491	193,722
Communications			24,279	18,584	20,000	50,000
Computer Equipment			2,485	848	4,000	-
Contracts			235,451	120,262	35,300	36,800
Dept supplies/services			70,829	106,421	61,310	86,110
Fire Inspection Professional Fees			501	-	-	-
Software Maintenance			630	744	6,750	6,000
Strike Team			95,848	174,078	-	-
Training/Conference			656	3,981	8,000	17,600
Utilities			22,806	25,883	24,000	30,000
Vehicle/Equipment Maintenance			55,426	51,081	101,450	123,500
		Total Expenses	\$ 682,471	\$ 820,883	\$ 769,827	\$ 966,522

FIRE - 4800
BUDGET

Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
		Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
101	General Fund						
101-48-00-20-10	Salary-Regular	51,373	65,653	111,036	111,036	111,036	114,172
101-48-00-20-20	Temp/Part Time	33,430	173,962	261,490	261,490	261,490	308,618
101-48-00-20-30	Overtime	113	1,614	-	-	-	-
101-48-00-20-40	FICA/Medicare	6,870	233	28,865	28,865	28,865	40,843
101-48-00-20-45	Employer PERS	67,266	19,324	16,741	16,741	16,741	12,849
101-48-00-20-47	PERS Unfunded Liability	-	-	-	-	-	20,605
101-48-00-20-50	Employee PERS	2,687	30,713	3,131	3,131	3,131	6,262
101-48-00-20-55	Health Insurance	3,721	2,151	17,393	17,393	17,393	38,112
101-48-00-20-61	Workers Comp	7,114	15,880	60,451	60,451	60,451	70,859
101-48-00-20-65	SDI	491	7,114	999	999	999	1,028
101-48-00-20-71	Unemployment	-	593	-	-	-	-
101-48-00-20-75	Deferred Comp	494	124	5,010	5,010	5,010	3,164
101-48-00-20-85	Auto Allowance	-	1,643	2,400	2,400	2,400	-
101-48-00-20-89	Charity Event Reimbursement	-	-	1,500	1,500	1,500	-
20	Salaries & Benefits	173,561	319,003	509,017	509,017	509,017	616,512
101-48-00-21-05	Advertising	804	-	-	-	-	-
101-48-00-21-10	Communications	24,279	18,584	20,000	20,000	20,000	50,000
101-48-00-21-15	Postage	783	478	500	500	500	500
101-48-00-21-22	Utilities	22,806	25,883	24,000	24,000	24,000	30,000
101-48-00-21-25	Equipment Rental	-	-	-	-	-	-
101-48-00-21-27	Equipment Lease Exp	3,424	2,691	3,700	3,700	3,700	-
101-48-00-21-30	Professional Contracts	10,301	8,425	10,300	10,300	10,300	11,800
101-48-00-21-40	Professional Fees	50	-	-	-	-	-
101-48-00-21-45	Other Contract Services	206,296	88,228	-	-	-	-
101-48-00-21-52	Facility Rental	-	-	-	-	-	18,000
101-48-00-21-53	Memberships & Publications	4,219	1,950	2,500	2,500	2,500	2,500
101-48-00-21-54	CAL Fire Dispatch Contract	18,803	23,609	25,000	25,000	25,000	25,000
101-48-00-21-55	Training & Conference	656	3,981	8,000	15,200	15,200	17,600
101-48-00-21-70	Fire Prevention Education	2,331	5,111	5,000	5,000	5,000	5,000
101-48-00-21-75	Fire Inspection Prof Fees	501	-	-	-	-	-
101-48-00-21-80	Strike Team Charges	95,848	174,078	-	-	-	-
101-48-45-21-40	Professional Fees	-	-	-	-	-	-
21	Services	391,100	353,017	99,000	106,200	106,200	160,400
101-48-00-22-07	Copies	262	566	1,000	2,000	2,000	-
101-48-00-22-12	Computer Equipment	2,485	848	4,000	5,524	5,524	-
101-48-00-22-13	Office Supplies	1,587	1,050	1,000	2,000	2,000	1,000
101-48-00-22-15	Special Department Supplies	52,527	37,631	40,110	34,496	34,496	48,610
101-48-00-22-17	Field Supplies	4,893	5,394	7,500	7,500	7,500	7,500
101-48-00-22-25	Fuel/Oil	6,968	6,077	10,000	10,000	10,000	10,000
101-48-00-22-26	Outside Vehicle Maint	1,839	31,780	40,000	48,551	48,551	50,000
101-48-00-22-28	Vehicle Parts	11,131	2,498	9,500	9,500	9,500	9,500
22	Supplies	81,692	85,843	113,110	119,571	119,571	126,610
101-48-00-23-11	Maint Office Equip	-	-	-	-	-	-
101-48-00-23-12	Maintenance Supplies	194	-	-	-	-	-
101-48-00-23-15	Maint Machine/Equipment	12,887	4,244	26,950	29,087	29,087	28,000
101-48-00-23-30	Maint Buildings/Grounds	22,406	6,483	15,000	15,000	15,000	26,000
101-48-00-23-35	Software Maintenance	630	744	6,750	6,750	6,750	6,000
23	Maintenance	36,118	11,471	48,700	50,837	50,837	60,000
101-48-00-24-25	Taxes & Other Charges	-	51,549	-	-	-	-

FIRE - 4800 BUDGET

Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
		Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
101	General Fund						
24	Taxes, Insurances & Contributi	-	51,549	-	-	-	-
101-48-00-26-30	Capital Equipment	-	-	-	-	-	-
101-48-00-26-40	Furniture & Fixtures	-	-	-	1,000	1,000	3,000
26	Capital	-	-	-	1,000	1,000	3,000
Grand Total		682,471	820,883	769,827	786,624	786,624	966,522
101	General Fund	682,471	820,883	769,827	786,624	786,624	966,522
733	Capital Project						
48	Fire						
733-48-00-26-30	Capital Equipment	-	-	-	-	-	-
	Capital	-	-	-	-	-	-
Grand Total		\$ 682,471	\$ 820,883	\$ 769,827	\$ 786,624	\$ 786,624	\$ 966,522

FIRE - 4800
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Communications</i>	<i>2110</i>	<i>101</i>	
Cell, Satellite Phones, Comcast, EOC Lines		20,000	20,000
Repeater		10,000	10,000
Radio Replacement		20,000	20,000
TOTAL - Communications	2110	\$ 50,000	\$ 50,000
<i>Professional Contracts</i>	<i>2130</i>	<i>101</i>	
Physicals		8,000	8,000
Medical Cache Annual Fee		500	500
Training Ground Annual Fee		500	500
EMS Region Fee		500	500
Operations Consultant		2,000	2,000
Fire Safety House Annual Fee		300	300
TOTAL - Professional Contracts	2130	\$ 11,800	\$ 11,800
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>	
Ca. State Firefighters Association		2,500	2,500
TOTAL - Memberships & Publications	2153	\$ 2,500	\$ 2,500
<i>Training and Conferences</i>	<i>2155</i>	<i>101</i>	
Target Solutions (Online Training)		4,000	4,000
Skills Training		1,000	1,000
Misc. Education & Training		3,000	3,000
Rental of WWTP for Training		9,600	9,600
TOTAL - Training and Conferences	2155	\$ 17,600	\$ 17,600
<i>Fire Prevention Education</i>	<i>2170</i>	<i>101</i>	
Weed Abatement (Outreach)		500	500
Open House (Supplies & Outreach)		4,000	4,000
Kiddie Tours (Supplies)		500	500
TOTAL - Fire Prevention Education	2170	\$ 5,000	\$ 5,000
<i>Special Department Supplies</i>	<i>2215</i>	<i>101</i>	
Annual Supplies		17,610	17,610
Replacement Hose		30,000	30,000
Class "A" Foam		1,000	1,000
TOTAL - Special Department Supplies	2215	\$ 48,610	\$ 48,610
<i>Field Supplies</i>	<i>2217</i>	<i>101</i>	
Disposable Medical Supplies		5,500	5,500
AED (Automated External Defibrillator)		2,000	2,000

FIRE - 4800
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
TOTAL - Field Supplies	2217	\$ 7,500	\$ 7,500
<i>Machinery & Equipment Maintenance</i>	<i>2315</i>	<i>101</i>	
SCBA Testing & Maintenance		7,000	7,000
Truck Maintenance		5,000	5,000
Replacement Tires		5,000	5,000
Ladder Testing		3,000	3,000
Extrication Tool Annual Maintenance		4,000	4,000
Refrigerator/Stove Service		4,000	4,000
TOTAL - Machine & Equipment Maintenance	2315	\$ 28,000	\$ 28,000
<i>Software Maintenance</i>	<i>2335</i>	<i>101</i>	
Fire Inspection Software		4,200	4,200
Active 911		300	300
Miscellaneous		500	500
Incident Management Software Maint.		1,000	1,000
TOTAL - Software Maintenance	2335	\$ 6,000	\$ 6,000



POLICE (4900)

PURPOSE

The Police Department is responsible for protection of life and property, the maintenance of order, the control and prevention of crime, and the enforcement of vehicle laws and regulations. The department is to carry out its responsibilities in a prudent and fair manner respecting individual dignity regardless of age, sex, social status, ethnic group or creed. The Police Department, in its ongoing effort to alleviate crime problems in St. Helena, will be flexible and innovative in attempts to find superior methods of serving the populace.

STAFFING

The Police Department currently has 16 full-time staff and 1 part-time staff consisting of:

Police Chief (1)
 Lieutenant (1)
 Sergeants (2)
 Officers (7)
 Dispatchers (5)
 Community Services Officer (.75)

2016-17 ACHIEVEMENTS

- Replaced three aging patrol vehicles
- Started the "Offer Up" Program for safe exchanges
- Started the Pharmaceutical Drop-Off Program
- Filled two vacant patrol positions and one vacant dispatch position
- Created two new Per Diem Dispatch positions
- Enhanced video surveillance system to include lobby/reception area
- Created a volunteer program

2017-18 GOALS AND OBJECTIVES

- Conduct a Department Inspection
- Finish interview room and equipment
- Complete an evidence audit
- Implement Body Worn Camera Program
- Create a 5th Dispatcher position
- Provide on-going Simunitions training

POLICE - 4900 BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Police Expenses By Fund								
FUND	DEPT							
101	4900	General Fund	3,034,128	2,713,604	3,083,531	3,121,031	3,031,031	3,237,757
212	4900	Dept. of Homeland Security	-	-	-	3,666	3,666	6,500
224	4900	Public Safety (COPS)	106,600	150,321	131,800	132,643	132,643	134,800
238	4900	Training Development Fund	5,990	5,976	6,000	6,000	6,000	6,000
279	4900	Asset Forfeiture	2,000	678	1,000	7,334	7,411	1,000
Total Expenses			\$ 3,148,718	\$ 2,870,580	\$ 3,222,331	\$ 3,270,674	\$ 3,180,751	\$ 3,386,057

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Police Expense Summary								
Salary			1,642,515	1,487,393	1,693,914	1,693,914	1,643,914	1,800,060
Benefits			1,251,748	1,088,484	1,268,128	1,268,128	1,228,128	1,280,104
Capital Equipment			3,728	27,711	-	35,000	35,000	-
Communications			21,175	21,969	19,000	19,000	19,000	19,000
Computer Equipment			6,788	2,159	5,000	6,000	6,000	6,000
Contracts			131,620	111,648	121,200	121,200	121,200	146,700
Dept Supplies/Services			29,193	62,888	50,200	61,700	61,777	67,000
Equipment/Software Maintenance			4,665	44	600	600	600	600
Training/Conference			23,434	15,528	15,000	15,843	15,843	15,000
Utilities			-	-	-	-	-	-
Vehicle Maintenance			33,853	52,756	49,289	49,289	49,289	51,593
Total Expenses			\$ 3,148,718	\$ 2,870,580	\$ 3,222,331	\$ 3,270,674	\$ 3,180,751	\$ 3,386,057

POLICE - 4900 BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-49-00-20-10	Salary-Regular	1,393,940	1,241,478	1,423,652	1,423,652	1,373,652	1,544,760
101-49-00-20-20	Temp/Part Time	7,683	5,254	20,000	20,000	20,000	20,794
101-49-00-20-21	Temp/Part Time	-	-	-	-	-	-
101-49-00-20-30	Overtime	195,588	196,903	198,800	198,800	198,800	178,800
101-49-00-20-37	Holiday Pay	45,304	43,758	51,462	51,462	51,462	55,706
101-49-00-20-40	FICA/Medicare	120,654	113,432	127,916	127,916	127,916	138,354
101-49-00-20-45	Employer PERS	506,170	501,932	625,251	625,251	625,251	239,919
101-49-00-20-47	PERS Unfunded Liability	-	-	-	-	-	380,930
101-49-00-20-50	Employee PERS	87,065	32,911	-	-	-	-
101-49-00-20-55	Health Insurance	374,975	325,147	366,687	366,687	346,687	391,303
101-49-00-20-61	Workers Comp	101,390	68,551	79,701	79,701	79,701	88,832
101-49-00-20-65	SDI	14,147	13,081	14,139	14,139	14,139	15,120
101-49-00-20-71	Unemployment	-	16,751	32,100	32,100	12,100	-
101-49-00-20-75	Deferred Comp	5,736	3,179	3,433	3,433	3,433	5,996
101-49-00-20-85	Auto Allowance	2,400	-	2,400	2,400	2,400	2,400
101-49-00-20-89	Charity Event Reimbursement	-	-	750	750	750	-
101-49-00-20-95	Police Dept Unifo	12,750	12,000	12,751	12,751	12,751	14,250
101-49-00-20-96	Education Reimbursement	1,750	1,500	3,000	3,000	3,000	3,000
101-49-00-20-97	Housing Allowance	24,711	-	-	-	-	-
20	Salaries & Benefits	2,894,263	2,575,877	2,962,042	2,962,042	2,872,042	3,080,164
101-49-00-21-10	Communications	21,175	21,969	19,000	19,000	19,000	19,000
101-49-00-21-15	Postage	1,298	1,734	1,100	1,100	1,100	1,100
101-49-00-21-22	Utilities	-	-	-	-	-	-
101-49-00-21-27	Equipment Lease Exp	2,419	3,026	2,800	2,800	2,800	2,800
101-49-00-21-30	Professional Contracts	45,159	40,202	25,000	25,000	25,000	25,000
101-49-00-21-40	Professional Fees	5,744	9,629	10,000	10,000	10,000	10,000
101-49-00-21-45	Other Contract Services	8,178	710	8,700	8,700	8,700	33,700
101-49-00-21-53	Memberships & Publications	106	1,000	1,000	1,000	1,000	2,800
101-49-00-21-55	Training & Conference	4,601	-	-	-	-	-
101-49-00-21-60	Other Travel	-	-	-	-	-	-
21	Services	88,680	78,270	67,600	67,600	67,600	94,400
101-49-00-22-07	Copies	1,172	1,668	1,000	1,000	1,000	1,000
101-49-00-22-08	Police Dept Youth Activity	-	759	500	500	500	1,000
101-49-00-22-12	Computer Equipment	6,328	381	-	1,000	1,000	1,000
101-49-00-22-13	Office Supplies	1,722	1,993	2,500	2,500	2,500	2,500
101-49-00-22-15	Special Department Supplies	1,988	1,857	-	1,500	1,500	5,500
101-49-00-22-17	Field Supplies	1,485	-	-	-	-	-
22	Supplies	12,696	6,657	4,000	6,500	6,500	11,000
101-49-00-23-11	Maint Office Equip	28	-	-	-	-	-
101-49-00-23-35	Software Maintenance	4,637	44	600	600	600	600
101-49-00-23-50	Vehicle Alloc Expense	33,853	52,756	49,289	49,289	49,289	51,593
23	Maintenance	38,518	52,801	49,889	49,889	49,889	52,193
101-49-00-26-30	Capital Equipment	(29)	-	-	35,000	35,000	-
26	Capital	(29)	-	-	35,000	35,000	-
Grand Total		3,034,128	2,713,604	3,083,531	3,121,031	3,031,031	3,237,757
101	General Fund	3,034,128	2,713,604	3,083,531	3,121,031	3,031,031	3,237,757

**POLICE - 4900
BUDGET**

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
212							
212-49-00-22-15	Special Department Supplies	-	-	-	3,666	3,666	6,500
		-	-	-	3,666	3,666	6,500
Grand Total							
212		-	-	-	3,666	3,666	6,500
224	Public Safety (COPS)						
224-49-00-20-30	Overtime	-	-	-	-	-	-
20	Salaries & Benefits	-	-	-	-	-	-
224-49-00-21-10	Communications	-	-	-	-	-	-
224-49-00-21-30	Professional Contracts	55,648	59,483	71,000	71,000	71,000	71,000
224-49-00-21-45	Other Contract Services	14,891	188	5,000	5,000	5,000	5,000
224-49-00-21-55	Training & Conference	12,907	9,552	9,000	9,843	9,843	9,000
21	Services	83,445	69,222	85,000	85,843	85,843	85,000
224-49-00-22-12	Computer Equipment	460	1,778	5,000	5,000	5,000	5,000
224-49-00-22-15	Special Department Supplies	16,237	40,509	16,800	16,800	16,800	16,800
224-49-00-22-17	Field Supplies	2,702	11,102	25,000	25,000	25,000	28,000
22	Supplies	19,398	53,389	46,800	46,800	46,800	49,800
224-49-00-26-30	Capital Equipment	3,757	27,711	-	-	-	-
224-49-00-26-40	Furniture & Fixtures	-	-	-	-	-	-
26	Capital	3,757	27,711	-	-	-	-
Grand Total		106,600	150,321	131,800	132,643	132,643	134,800
224	Public Safety (COPS)	106,600	150,321	131,800	132,643	132,643	134,800
238	Training Development Fund						
238-49-00-21-55	Training & Conference	5,926	5,976	6,000	6,000	6,000	6,000
21	Services	5,926	5,976	6,000	6,000	6,000	6,000
238-49-00-22-15	Special Department Supplies	64	-	-	-	-	-
22	Supplies	64	-	-	-	-	-
Grand Total		5,990	5,976	6,000	6,000	6,000	6,000
238	Training Development Fund	5,990	5,976	6,000	6,000	6,000	6,000
279	Asset Forfeit						
279-49-00-21-10	Communications	-	-	-	-	-	-
279-49-00-21-45	Other Contract Services	2,000	678	1,000	1,000	1,000	1,000
21	Services	2,000	678	1,000	1,000	1,000	1,000
279-49-00-22-15	Special Department Supplies	-	-	-	6,334	6,411	-
22	Supplies	-	-	-	6,334	6,411	-
Grand Total		2,000	678	1,000	1,000	1,000	1,000
279	Asset Forfeit	2,000	678	1,000	7,334	7,411	1,000
Grand Total		\$ 3,148,718	\$ 2,870,580	\$ 3,222,331	\$ 3,270,674	\$ 3,180,751	\$ 3,386,057

**POLICE - 4900
EXPENSE DETAIL**

Description	Object Code	Funding Source	Total Budgeted
<i>Professional Contract Services</i>	<i>2130</i>	<i>101</i>	
Boys & Girls Club Contract		25,000	25,000
TOTAL - Professional Contract Services	2130	\$ 25,000	\$ 25,000
<i>Professional Fees</i>	<i>2140</i>	<i>101</i>	
Pre-Employment Psychological, Medical, and Other Related Services		5,000	5,000
Third Party Investigations		5,000	5,000
TOTAL - Professional Fees	2140	\$ 10,000	\$ 10,000
<i>Other Contract Services</i>	<i>2145</i>	<i>101</i>	
Nixle		2,500	2,500
WCAL		2,500	2,500
SANE/SART		2,500	2,500
St. Helena Car Wash		1,200	1,200
AVTEC		5,000	5,000
RIMS		14,000	14,000
Body Camera Program		6,000	6,000
TOTAL - Other Contract Services	2145	\$ 33,700	\$ 33,700
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>	
Cal Chiefs		1,200	1,200
IACP		300	300
CPOA		500	500
CAPE		100	100
NAFBI		300	300
Swat/Firearm		200	200
Subscriptions		200	200
TOTAL - Memberships & Publications	2153	\$ 2,800	\$ 2,800
<i>Special Department Supplies</i>	<i>2215</i>	<i>101</i>	
Senior Volunteer Program Supplies		4,000	4,000
Miscellaneous		1,500	1,500
TOTAL - Special Department Supplies	2215	\$ 5,500	\$ 5,500
<i>Software Maintenance</i>	<i>2335</i>	<i>101</i>	
Anti-Virus		600	600
TOTAL - Software Maintenance	2335	\$ 600	\$ 600
DEPARTMENT OF HOMELAND SECURITY - 212			
<i>Special Department Supplies</i>	<i>2215</i>	<i>224</i>	
Body Camera Program		6,500	6,500

**POLICE - 4900
EXPENSE DETAIL**

Description	Object Code	Funding Source	Total Budgeted
TOTAL - Special Department Supplies	2215	\$ 6,500	\$ 6,500
PUBLIC SAFETY (COPS) - 224			
<i>Professional Contract Services</i>	<i>2130</i>	<i>224</i>	
NSIB Contract		37,600	37,600
DARE Contract		5,000	5,000
County Communication Services		1,000	1,000
Live Scan Contract		8,000	8,000
Entersect/NetMotion/Copware/ Language Line		4,300	4,300
Data Ticket Contract		1,200	1,200
Moore K9 Training Contract		6,000	6,000
Animal Medical Service		3,000	3,000
Booking Fees		1,500	1,500
CLETS Access		3,100	3,100
Critical Reach		300	300
TOTAL - Professional Contract Services	2130	\$ 71,000	\$ 71,000
<i>Other Contract Services</i>	<i>2145</i>	<i>224</i>	
RIMS Dispatch Updates		2,500	2,500
Interview Software Maintenance Contract		2,500	2,500
TOTAL - Other Contract Services	2145	\$ 5,000	\$ 5,000
<i>Training and Conferences</i>	<i>2155</i>	<i>224</i>	
POST Training		2,500	2,500
Domain Specific Conferences		4,000	4,000
Miscellaneous Conferences		2,500	2,500
TOTAL - Training and Conferences	2155	\$ 9,000	\$ 9,000
<i>Computer Equipment</i>	<i>2212</i>	<i>224</i>	
Cameras		5,000	5,000
TOTAL - Other Contract Services	2212	\$ 5,000	\$ 5,000
<i>Special Department Supplies</i>	<i>2215</i>	<i>224</i>	
Officer and Vehicle Video/Audio Equipment		2,000	2,000
Reporting Writing License/Software		3,000	3,000
Upgrades			
Radar Units		5,000	5,000
Defibulator Maintenance		1,800	1,800
Tasers & Cartridges		5,000	5,000
TOTAL - Special Department Supplies	2215	\$ 16,800	\$ 16,800

**POLICE - 4900
EXPENSE DETAIL**

Description	Object Code	Funding Source	Total Budgeted
<i>Field Supplies</i>	<i>2217</i>	<i>224</i>	
Notebooks, Recording Devices		1,500	1,500
Narcotic Kits, PAZ Devices, Flashlights, & Chargers		2,500	2,500
Ticket Books		3,000	3,000
Flares, Gloves, First Aid, Batteries, Etc.		5,000	5,000
Ammunition		5,000	5,000
Firearm/Rifle Replacement		5,000	5,000
Portable Radio Repair & Replacement		1,000	1,000
Simunitions		3,000	3,000
Bullet Proof Vest Replacement		2,000	2,000
TOTAL - Field Supplies	2217	\$ 28,000	\$ 28,000

TRAINING DEVELOPMENT FUND - 238

<i>POST Reimbursable Training</i>	<i>2155</i>	<i>238</i>	
Training		6,000	6,000
TOTAL - Post Reimbursable Training	2155	\$ 6,000	\$ 6,000

ASSET FORFEITURE FUND - 279

<i>Other Contract Services</i>	<i>2145</i>	<i>279</i>	
Asset Forfeiture Allocation		1,000	1,000
TOTAL - Other Contract Services	2145	\$ 1,000	\$ 1,000



PUBLIC WORKS

PURPOSE

The Department of Public Works (DPW) includes the following operating Divisions:

- Water Treatment
- Water Distribution
- Wastewater Collection (Sewers)
- Wastewater Treatment
- Streets
- Storm Drains
- Parks
- City Garage
- Government Buildings & Grounds
- Flood Control
- Administration

STAFFING

The Public Works Department currently has 23 full-time staff members. Consisting of:

Public Works Director (1)
 Utility Manager (1)
 Administrative Assistant (1)
 Public Works Maintenance Manager (1)
 Water Conservation Coordinator (1)
 Project Manager (1)
 Water Distribution (4)
 Wastewater Treatment Plant (3)
 Wastewater Treatment Plant (3)
 Streets, Sewer, Stormwater, Parks, Trees, Government Buildings (7)

SUMMARY

In addition to providing oversight and management of the operating divisions, the Public Works Department provides the services of the City Engineer, Floodplain Administrator, Property Officer, City Surveyor, Stormwater Program Manager, and Water Use Efficiency Officer. The City Engineer is legally responsible for monitoring, compliance and reporting associated with the City's National Pollutant Discharge Elimination System (NPDES) permit, the State Department of Health Services water purveyor permit, transportation and commercial trucking permits, surface mining reclamation, the safety of the City's two dams and reservoirs and their operations, and is the City's primary point of contact with the ecological, environmental, and other water quality and water rights regulatory agencies.

The City Engineer plans bids, manages and monitors all Capital Improvement Projects (CIP) for each of the Department of Public Works' functional divisions. For private (non-City) projects, the City Engineer or City Surveyor is responsible for the review of tentative and final parcel and subdivision maps, improvement plans and agreements, inspection of privately-constructed public improvements, review of use permits, review and approval of all encroachment permits, staff for the Tree Committee and Active Transportation Committee, safety issues of all City facilities, staff support for the Napa Valley Transportation Agency and Water Resources Planning Committee.



PUBLIC WORKS

PURPOSE

Administration (5000) - Department of Public Works (DPW) Administration manages the operating divisions of Public Works and provides the services of the City Engineer, Property Officer, Floodplain Administrator, City Surveyor, Stormwater Program Coordinator, and Water Use Efficiency Office.

Government Buildings (5006) - The Government Buildings/ Grounds Division of the Department of Public Works is funded by the General Fund and its budget accounts for the total costs of managing and providing maintenance (plumbing, electrical, carpentry, lock smith work, etc.) and custodial services to City buildings (approximately 65,000 square feet). The Division is also responsible for managing supply orders and deliveries, inspection and maintenance of oil recycling area, handicapped lifts, e-waste collection and recycling, and fire extinguisher service. This division's budget includes, utilities, janitorial costs, air conditioning/ heating repairs and maintenance services.

Storm Drains (5013) - The purpose of the storm water division is to operate, maintain and improve drainage and flood control facilities.

Streets (5015) - The Streets Maintenance/ Operation Division is responsible for maintaining City streets in a safe and accessible condition with proper and adequate street signage; striping and painting of curbs; sweeping of all City streets and Main Street sidewalks; routine pavement, sidewalk and curb repairs; maintenance of traffic structures; street lighting; vegetation removal; and clean up of spills and discharges.

Trees (5026) - Tree City USA is a division of the Public Works Department under direct supervision of the Parks Supervisor. This Division is responsible for the maintenance of all trees contained in City owned parks, along Main Street and the 15 Heritage Trees in public rights-of-way. Division activities include the planting of new trees, oversight of major pruning projects, minor pruning, and pesticide applications. The division also conducts inspections for tree permits and City approvals involving tree issues.

Parks (5027) - The Parks Division of the Public Works Department maintains ten parks, four pathways, street trees, benches and parking lots. In addition, this division maintains the landscaping around five government buildings, is responsible for herbicide applications around all City facilities and roadsides (approximately forty acres), and assists the general public with water conservation measures during drought periods. This division provides maintenance labor for Tree City U.S.A.

City Garage (5037) - The City Garage Division of the Public Works Department is an internal service fund designed to account for the total costs of maintaining a fleet of 40+ vehicles and other equipment owned by the City. Costs are allocated to the various user departments based on time and materials within those departments. The Division strives to provide timely, efficient, and cost effective maintenance and repairs on City owned vehicles. The City Garage also records and maintains all fleet maintenance records, specifies repair parts and replacement vehicles, and handles all aspects of fleet management for the City excluding Fire Department vehicles.



PUBLIC WORKS

2016-17 ACHIEVEMENTS

ADMINISTRATION

- Responded to numerous incidents during severe storms
- Completed ADA Evaluation and Transition Plan (anticipated)
- Completed Water and Wastewater Rate Study
- Completed Pope Street Bike Lane Project (anticipated)
- Completed Wastewater Treatment Feasibility Study (anticipated)
- Completed Floodwall and Levee Maintenance
- Works with Caltrans to complete SR-29 Channelization Project including punch list for sidewalk repairs and other infrastructure issues
- Completed Mitchell Street Sidewalk Project
- Completed 2016 Slurry Seal Pavement Management

GOVERNMENT BUILDINGS

- Completed installation of surveillance cameras for the Police Department
- Completed installation of a Medicine Drop-off container for the Police Department
- Respond to staff help desk requests

STORMDRAINS

- Completed over a dozen inspections during rainy season and issued corrections and citations to construction sites
- Cleaned Sulphur Creek as part of Coastal Cleanup Day
- Completed and submitted Stormwater Permit Annual report
- Organized and held various storm water Best Management Practices Training for Public Works staff
- Developed storm water Pollution Prevention Plan for the Wastewater Treatment Plant
- Participated in regional monthly meetings with Napa County and Cities
- Developed and executed required storm water inspections of City facilities and O&M activities

STREETS

- Completed all monthly cleaning/scrubbing of the downtown sidewalks
- Repaired and replaced top priority trip and fall hazards in public right-of-ways
- Trimmed trees along City streets to maintain required 14' fire and safety code
- Patched paved water and sewer repairs throughout the City

TREES

- Planted five trees for Arbor Day at the Library
- Planted and maintained replacement trees in the Tunnel of Elms
- Planted and maintained Main Street tree removal and replacement

PARKS

- Repairs to Lyman Park bathrooms to address wood rot
- Install three new drinking fountains at Crane Park
- Work with Parks and Recreation Committee to establish an Adopt a Park Program

GARAGE

- Operated the garage in a cost-efficient manner and recommended replacement of older vehicles as required
- Continued a regular routine maintenance program for the entire City fleet with an all points check on every service when due per mileage



PUBLIC WORKS

2017-18 GOALS AND OBJECTIVES

ADMINISTRATION

- Complete Charter Oak and Allison Avenue Overlay Project
- Award Construction for Upper York Creek Dam Removal
- Complete ADA Curb Ramp Replacement on Railroad Avenue
- Complete Downtown Restroom Project
- Develop Facilities Master Plan
- Complete repairs at Lower York Creek Reservoir
- Begin Design on Main Street Sidewalk Repair
- Continue and improve staff cross training

GOVERNMENT BUILDINGS

- Repair Library roof over public restrooms
- Seal/repair Carnegie Building windows
- Seal Carnegie Elevator shaft
- Build new Police Department interview room

STORMDRAINS

- Continue cleaning and inspection of storm drain conditions for prevention of flooding during heavy rains and compliance with Municipal Separate Storm Sewer (MS4) permit
- Continue to monitor construction sites for storm water compliance
- Replace additional storm drain manhole rims and covers
- Improve drainage system at the Corporation Yard, including the storm water gas powered back-up pump

STREETS

- Implement a sidewalk repair program
- Implement Street Sign Retro-reflectivity Program along with a documented inventory of all signs in the City

TREES

- Continue to support the Tree Committee
- Train second City arborist for certification
- Continue City tree maintenance program
- Continue to work with local schools
- Prune Heritage Trees

PARKS

- Repairs to Lyman Park sewer laterals
- Train second playground inspector

GARAGE

- Continue high level of service on vehicles and equipment to minimize down time and maximize useful life
- Continue technical training on diagnostic equipment
- Research the possibility of adding zero emissions and/or alternate fuel vehicles to the fleet

**PUBLIC WORKS ADMIN - 5000
BUDGET SUMMARY**

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Public Works Admin Expenses By Fund								
FUND	DEPT							
101	5000	General Fund	217,123	289,855	382,874	449,642	447,642	1,395,395
561	5000	Water Enterprise	248,457	337,962	583,899	600,221	600,221	1,279,238
571	5000	Wastewater Enterprise	152,571	248,742	367,016	378,856	378,856	1,124,801
763	5000	Water Capital Projects	-	2,700	-	-	-	-
Total Expenses			\$ 618,175	\$ 881,759	\$ 1,333,789	\$ 1,428,719	\$ 1,426,719	\$ 3,799,434

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Public Works Admin Expense Summary								
Salary			328,081	461,025	574,915	574,915	574,915	589,362
Benefits			142,892	239,499	329,144	329,144	327,144	315,793
Capital Equipment			(43,305)	(65,326)	-	-	-	-
Communications			8,004	4,025	4,980	4,980	4,980	5,600
Computer Equipment			1,893	613	1,500	1,500	1,500	1,500
Contracts			86,453	148,410	293,000	385,312	385,312	355,000
Dept supplies/services			80,668	58,301	86,915	86,915	86,915	87,205
Programs			1,555	15,866	15,000	17,618	17,618	15,000
Software Maintenance			269	293	498	498	498	500
Training/Conference			1,325	2,860	13,050	13,050	13,050	13,275
Transfer to Other Funds			-	-	-	-	-	2,400,721
Vehicle/Equipment Maintenance			10,340	16,193	14,787	14,787	14,787	15,478
Total Expenses			\$ 618,175	\$ 881,759	\$ 1,333,789	\$ 1,428,719	\$ 1,426,719	\$ 3,799,434

PUBLIC WORKS ADMIN - 5000
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-50-00-20-10	Salary-Regular	65,161	127,433	175,164	175,164	175,164	196,156
101-50-00-20-20	Temp/Part Time	42,822	11,728	-	-	-	
101-50-00-20-30	Overtime	-	137	-	-	-	750
101-50-00-20-37	Holiday Pay	-	-	-	-	-	-
101-50-00-20-40	FICA/Medicare	8,352	9,712	12,333	12,333	12,333	14,507
101-50-00-20-45	Employer PERS	4,009	12,291	25,896	25,896	25,896	12,584
101-50-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	20,091
101-50-00-20-50	Employee PERS	247	-	-	-	-	-
101-50-00-20-55	Health Insurance	10,671	25,157	40,827	40,827	38,827	36,507
101-50-00-20-61	Workers Comp	4,010	3,912	6,833	6,833	6,833	9,743
101-50-00-20-65	SDI	614	955	1,361	1,361	1,361	1,602
101-50-00-20-71	Unemployment	-	-	-	-	-	-
101-50-00-20-75	Deferred Comp	926	2,374	3,586	3,586	3,586	3,127
101-50-00-20-85	Auto Allowance	673	1,983	3,120	3,120	3,120	2,640
101-50-00-20-89	Charity Event Reimbursment	-	-	900	900	900	-
20	Salaries & Benefits	137,485	195,683	270,020	270,020	268,020	297,707
101-50-00-21-05	Advertising	1,683	594	-	-	-	-
101-50-00-21-10	Communications	5,655	1,668	2,580	2,580	2,580	2,800
101-50-00-21-15	Postage	549	442	600	600	600	600
101-50-00-21-27	Equipment Lease Exp	1,907	2,296	2,100	2,100	2,100	-
101-50-00-21-30	Professional Contracts	18,919	68,023	80,000	146,768	146,768	140,000
101-50-00-21-40	Professional Fees	544	597	-	-	-	-
101-50-00-21-45	Other Contract Services	31,281	-	-	-	-	-
101-50-00-21-48	Government Fees	-	-	-	-	-	-
101-50-00-21-53	Memberships & Publications	800	1,377	1,385	1,385	1,385	1,635
101-50-00-21-55	Training & Conference	772	1,116	3,804	3,804	3,804	3,875
21	Services	62,109	76,114	90,469	157,237	157,237	148,910
101-50-00-22-07	Copies	1,152	538	500	500	500	-
101-50-00-22-12	Computer Equipment	559	402	500	500	500	500
101-50-00-22-13	Office Supplies	891	496	900	900	900	900
101-50-00-22-15	Special Department Supplies	1,911	182	400	400	400	400
101-50-00-22-20	Small Tools	-	-	-	-	-	-
22	Supplies	4,513	1,618	2,300	2,300	2,300	1,800
101-50-00-23-11	Maint Office Equip	-	-	-	-	-	-
101-50-00-23-12	Maintenance Supplies	-	-	-	-	-	-
101-50-00-23-35	Software Maintenance	90	98	98	98	98	100
101-50-00-23-50	Vehicle Alloc Expense	10,340	16,193	14,787	14,787	14,787	15,478
23	Maintenance	10,429	16,290	14,885	14,885	14,885	15,578
101-50-00-24-25	Taxes & Other Charges	2,587	150	3,500	3,500	3,500	3,700
24	Taxes, Insurances & Contributi	2,587	150	3,500	3,500	3,500	3,700
101-50-00-26-30	Capital Equipment	-	-	-	-	-	-
101-50-00-26-40	Furniture & Fixtures	-	-	1,700	1,700	1,700	2,700
26	Capital	-	-	1,700	1,700	1,700	2,700
101-40-00-29-99	Transfer to other Funds	-	-	-	-	-	925,000
29	Transfers	-	-	-	-	-	925,000

PUBLIC WORKS ADMIN - 5000
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
Grand Total		217,123	289,855	382,874	449,642	447,642	1,395,395
561	Water Enterprise						
561-50-00-20-10	Salary-Regular	115,029	192,344	223,027	223,027	223,027	220,399
561-50-00-20-20	Temp/Part Time	-	-	-	-	-	-
561-50-00-20-30	Overtime	-	100	-	-	-	450
561-50-00-20-37	Holiday Pay	-	-	-	-	-	-
561-50-00-20-40	FICA/Medicare	8,953	14,248	16,464	16,464	16,464	16,635
561-50-00-20-45	Employer PERS	13,518	26,546	33,759	33,759	33,759	13,619
561-50-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	21,743
561-50-00-20-50	Employee PERS	2,785	-	-	-	-	-
561-50-00-20-55	Health Insurance	22,893	49,557	58,877	58,877	58,877	47,901
561-50-00-20-61	Workers Comp	6,350	12,449	9,111	9,111	9,111	11,957
561-50-00-20-65	SDI	1,104	1,615	1,871	1,871	1,871	1,861
561-50-00-20-71	Unemployment	-	-	-	-	-	-
561-50-00-20-75	Deferred Comp	2,197	4,953	5,458	5,458	5,458	4,488
561-50-00-20-85	Auto Allowance	1,922	4,558	5,040	5,040	5,040	4,080
561-50-00-20-89	Charity Event Reimbursment	-	-	1,425	1,425	1,425	-
20	<i>Salaries & Benefits</i>	174,750	306,369	355,031	355,031	355,031	343,133
561-50-00-21-05	Advertising	-	425	500	500	500	500
561-50-00-21-10	Communications	2,104	1,373	1,200	1,200	1,200	1,400
561-50-00-21-15	Postage	454	448	600	600	600	600
561-50-00-21-27	Equipment Lease Exp	1,935	2,296	2,100	2,100	2,100	-
561-50-00-21-30	Professional Contracts	17,208	34,801	144,000	157,704	157,704	145,000
561-50-00-21-40	Professional Fees	791	791	-	-	-	-
561-50-00-21-43	Penalties and Fines	31,990	19,180	25,760	25,760	25,760	30,000
561-50-00-21-45	Other Contract Services	2,198	33	-	-	-	-
561-50-00-21-50	Water Use Efficiency Program	1,555	10,666	15,000	17,618	17,618	15,000
561-50-00-21-53	Memberships & Publications	1,391	1,381	1,385	1,385	1,385	1,385
561-50-00-21-55	Training & Conference	309	897	4,623	4,623	4,623	4,700
21	<i>Services</i>	59,935	72,290	195,168	211,490	211,490	198,585
561-50-00-22-07	Copies	1,053	320	400	400	400	-
561-50-00-22-12	Computer Equipment	775	115	500	500	500	500
561-50-00-22-13	Office Supplies	303	208	450	450	450	500
561-50-00-22-15	Special Department Supplies	411	257	450	450	450	500
561-50-00-22-20	Small Tools	-	-	-	-	-	-
22	<i>Supplies</i>	2,542	900	1,800	1,800	1,800	1,500
561-50-00-23-35	Software Maintenance	90	98	200	200	200	200
23	<i>Maintenance</i>	90	98	200	200	200	200
561-50-00-24-25	Taxes & Other Charges	21,121	22,618	30,000	30,000	30,000	30,000
24	<i>Taxes, Insurances & Contributi</i>	21,121	22,618	30,000	30,000	30,000	30,000
561-50-00-26-30	Capital Equipment	-	-	-	-	-	-
561-50-00-26-40	Furniture & Fixtures	389	-	1,700	1,700	1,700	2,700
26	<i>Capital</i>	389	-	1,700	1,700	1,700	2,700
561-50-00-29-99	Transfer to Other Funds	-	-	-	-	-	703,120
29	<i>Transfers</i>	-	-	-	-	-	703,120

PUBLIC WORKS ADMIN - 5000
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561-50-00-99-99	Contra Account fixed assets	(10,370)	(64,313)	-	-	-	-
99	<i>Contra Account fixed assets</i>	(10,370)	(64,313)	-	-	-	-
561	Water Enterprise	248,457	337,962	583,899	600,221	600,221	1,279,238
571	Wastewater Enterprise						
571-50-00-20-10	Salary-Regular	105,069	129,187	176,725	176,725	176,725	171,307
571-50-00-20-20	Temp/Part Time	-	-	-	-	-	-
571-50-00-20-30	Overtime	-	96	-	-	-	300
571-50-00-20-37	Holiday Pay	-	-	-	-	-	-
571-50-00-20-40	FICA/Medicare	8,180	9,262	12,826	12,826	12,826	12,772
571-50-00-20-45	Employer PERS	12,798	19,573	26,580	26,580	26,580	10,616
571-50-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	16,949
571-50-00-20-50	Employee PERS	2,539	-	-	-	-	-
571-50-00-20-55	Health Insurance	20,235	28,849	45,935	45,935	45,935	35,603
571-50-00-20-61	Workers Comp	5,103	4,980	6,833	6,833	6,833	9,300
571-50-00-20-65	SDI	1,012	1,029	1,454	1,454	1,454	1,419
571-50-00-20-71	Unemployment	-	-	-	-	-	-
571-50-00-20-75	Deferred Comp	2,055	2,861	4,140	4,140	4,140	3,169
571-50-00-20-85	Auto Allowance	1,747	2,636	3,840	3,840	3,840	2,880
571-50-00-20-89	Charity Event Reimbursment	-	-	675	675	675	-
20	<i>Salaries & Benefits</i>	<i>158,738</i>	<i>198,472</i>	<i>279,008</i>	<i>279,008</i>	<i>279,008</i>	<i>264,315</i>
571-50-00-21-05	Advertising	-	278	-	-	-	-
571-50-00-21-10	Communications	246	984	1,200	1,200	1,200	1,400
571-50-00-21-15	Postage	333	442	600	600	600	600
571-50-00-21-27	Equipment Lease Exp	1,935	2,296	2,100	2,100	2,100	-
571-50-00-21-30	Professional Contracts	12,571	43,421	69,000	80,839	80,839	70,000
571-50-00-21-40	Professional Fees	743	743	-	-	-	-
571-50-00-21-45	Other Contract Services	2,198	-	-	-	-	-
571-50-00-21-53	Memberships & Publications	1,391	1,381	1,385	1,385	1,385	1,385
571-50-00-21-55	Training & Conference	244	846	4,623	4,623	4,623	4,700
21	<i>Services</i>	<i>19,660</i>	<i>50,390</i>	<i>78,908</i>	<i>90,747</i>	<i>90,747</i>	<i>78,085</i>
571-50-00-22-07	Copies	1,106	354	500	500	500	-
571-50-00-22-12	Computer Equipment	559	96	500	500	500	500
571-50-00-22-13	Office Supplies	303	150	400	400	400	500
571-50-00-22-15	Special Department Supplies	263	195	800	800	800	900
571-50-00-22-20	Small Tools	-	-	-	-	-	-
571-50-00-23-35	Software Maintenance	90	98	200	200	200	200
22	<i>Supplies</i>	<i>2,322</i>	<i>893</i>	<i>2,400</i>	<i>2,400</i>	<i>2,400</i>	<i>2,100</i>
571-50-00-24-25	Taxes & Other Charges	4,786	-	5,000	5,000	5,000	5,000
24	<i>Taxes, Insurances & Contributi</i>	<i>4,786</i>	<i>-</i>	<i>5,000</i>	<i>5,000</i>	<i>5,000</i>	<i>5,000</i>
571-50-00-26-30	Capital Equipment	-	-	-	-	-	-
571-50-00-26-40	Furniture & Fixtures	-	-	1,700	1,700	1,700	2,700
571-50-00-26-70	Capital Imp Equipment	-	-	-	-	-	-
26	<i>Capital</i>	<i>-</i>	<i>-</i>	<i>1,700</i>	<i>1,700</i>	<i>1,700</i>	<i>2,700</i>
571-50-00-29-20	Fixed Asset Adjustments	-	-	-	1	1	-
571-50-00-29-99	Transfer to Other Funds	-	-	-	-	-	772,601
29	<i>Transfers</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1</i>	<i>1</i>	<i>772,601</i>

PUBLIC WORKS ADMIN - 5000
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571-50-00-99-99	Contra Account fixed assets	(32,935)	(1,013)	-	-	-	-
99	<i>Contra Account fixed assets</i>	(32,935)	(1,013)	-	-	-	-
571	Sewer Enterprise	152,571	248,742	367,016	378,856	378,856	1,124,801
733	Civic Capital Improvement Planning						
50	Public Works						
733-50-00-21-30	Professional Contracts	-	2,500				-
21	<i>Services</i>	-	2,500	-	-	-	-
733	Civic Capital Improvement Planning	-	2,500	-	-	-	-
763	Water Capital Project						
50	Public Works						
763-50-00-22-15	Special Department Supplies	-	2,700	-	-	-	-
22	Supplies	-	2,700	-	-	-	-
00	Administration	-	2,700	-	-	-	-
773	Sewer Capital						
50	Public Works						
773-50-00-22-15	Special Department Supplies	24	-	-	-	-	-
	<i>Supplies</i>	24	-	-	-	-	-
00	Administration	24	-	-	-	-	-
99	Totals	\$ 618,175	\$ 881,759	\$ 1,333,789	\$ 1,428,719	\$ 1,426,719	\$ 3,799,434

PUBLIC WORKS ADMIN - 5000 EXPENSE SUMMARY						
Description	Object Code	Funding Source			Total Budgeted	
<i>Professional Contracts</i>	<i>2130</i>	\$	<i>101</i>	\$	<i>561</i>	\$ <i>571</i>
Plan Check/Design Review/Map Check		\$	100,000	\$	25,000	\$ 25,000
Traffic Engineering Support		\$	20,000	\$	-	\$ 20,000
Wastewater Permit Reporting		\$	-	\$	-	\$ 25,000
Computerized Asset Management		\$	20,000	\$	20,000	\$ 20,000
Engineering Analysis of DBP Formation		\$	-	\$	100,000	\$ -
TOTAL - Professional Contracts	2130	\$	140,000	\$	145,000	\$ 70,000
<i>Water Use Efficiency Program</i>	<i>2150</i>	\$	<i>101</i>	\$	<i>561</i>	\$ <i>571</i>
Implement water saving programs		\$	-	\$	15,000	\$ -
TOTAL - Water Use Efficiency Program	2150	\$	-	\$	15,000	\$ -
<i>Memberships & Publications</i>	<i>2153</i>	\$	<i>101</i>	\$	<i>561</i>	\$ <i>571</i>
MMANC (5)		\$	125	\$	125	\$ 125
APWA Membership (4)		\$	60	\$	60	\$ 60
BACWA Membership (agency)		\$	-	\$	1,200	\$ 1,200
License Renewals		\$	250	\$	-	\$ -
County of Napa Official Records Index and Document Images (split with CM, Planning, and Public Works)		\$	1,200	\$	-	\$ -
TOTAL - Memberships & Publications	2153	\$	1,635	\$	1,385	\$ 1,385
<i>Training and Conferences</i>	<i>2155</i>	\$	<i>101</i>	\$	<i>561</i>	\$ <i>571</i>
APWA (Public Works Institute) (4)		\$	600	\$	600	\$ 600
APWA (Wastewater/Water) (3)		\$	-	\$	825	\$ 825
CASQA Training		\$	400	\$	400	\$ 400
MMANC Annual Conference (3)		\$	1,200	\$	1,200	\$ 1,200
League of Ca. Cities Public Works (3)		\$	1,425	\$	1,425	\$ 1,425
SWRCB		\$	50	\$	50	\$ 50
CEUs		\$	200	\$	200	\$ 200
TOTAL - Training and Conferences	2155	\$	3,875	\$	4,700	\$ 4,700
<i>Special Department Supplies</i>	<i>2215</i>	\$	<i>101</i>	\$	<i>561</i>	\$ <i>571</i>
Software licenses, supplies		\$	-	\$	800	\$ 800
TOTAL - Special Department Supplies	2215	\$	-	\$	800	\$ 800
<i>Transfer to Other Funds</i>	<i>2999</i>		<i>101</i>		<i>561</i>	<i>571</i>
Transfer to CIP ADA Transition - Facilities Fund 733			80,000			80,000
Transfer to CIP ADA Transition - Curb Ramps Fund 741			45,000			45,000
Transfer to CIP Fund 763 Upper York Creek			800,000			
Transfer to CIP Fund 763				703,120		
Transfer to CIP Fund 773					772,601	
TOTAL - Transfers to Other Funds	2999	\$	925,000	\$	703,120	\$ 772,601

GOVERNMENT BUILDINGS - 5006 BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Government Buildings Expenses By Fund								
FUND	DEPT							
101	5006	General Fund	243,231	265,592	295,949	304,240	294,540	355,388
		Total Expenses	\$ 243,231	\$ 265,592	\$ 295,949	\$ 304,240	\$ 294,540	\$ 355,388

	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
Government Buildings Expense Summary	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Salary	321	23,670	22,646	22,646	15,646	15,646
Benefits	154	12,631	11,769	11,769	10,069	9,842
Communications	17,974	19,558	18,989	18,989	17,989	20,000
Contracts	118,920	103,188	139,145	147,436	147,436	198,500
Dept supplies/services	10,546	10,527	13,400	13,400	13,400	21,400
Equipment/Software Maintenance	5,893	5,969	5,000	5,000	5,000	5,000
Utilities	89,423	90,049	85,000	85,000	85,000	85,000
Total Expenses	\$ 243,231	\$ 265,592	\$ 295,949	\$ 304,240	\$ 294,540	\$ 355,388

**GOVERNMENT BUILDINGS - 5006
BUDGET**

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-50-06-20-10	Salary-Regular	321	23,670	22,646	22,646	15,646	15,646
101-50-06-20-25	Standby	-	-	-	-	-	-
101-50-06-20-30	Overtime	-	-	-	-	-	-
101-50-06-20-40	FICA/Medicare	24	1,802	1,744	1,744	1,244	1,208
101-50-06-20-45	Employer PERS	64	5,171	4,478	4,478	3,978	1,239
101-50-06-20-47	PERS Unfunded Liabilities	-	-	-	-	-	1,979
101-50-06-20-55	Health Insurance	61	4,394	4,233	4,233	3,533	4,003
101-50-06-20-61	Workers Comp	-	889	945	945	945	1,107
101-50-06-20-65	SDI	3	212	204	204	204	141
101-50-06-20-75	Deferred Comp	2	163	165	165	165	165
20	Salaries & Benefits	476	36,301	34,415	34,415	25,715	25,488
101-50-06-21-10	Communications	17,974	19,558	18,989	18,989	17,989	20,000
101-50-06-21-22	Utilities	89,423	90,049	85,000	85,000	85,000	85,000
101-50-06-21-25	Equipment Rental	120	-	-	-	-	-
101-50-06-21-30	Professional Contracts	2,904	-	-	-	-	-
101-50-06-21-45	Other Contract Services	116,016	103,188	139,145	147,436	147,436	198,500
21	Services	226,437	212,795	243,134	251,425	250,425	303,500
101-50-06-22-15	Special Department Supplies	9,055	9,739	12,000	12,000	12,000	20,000
101-50-06-22-20	Small Tools	699	598	400	400	400	400
101-50-06-22-25	Fuel/Oil	-	-	-	-	-	-
22	Supplies	9,754	10,338	12,400	12,400	12,400	20,400
101-50-06-23-12	Maintenance Supplies	112	-	-	-	-	-
101-50-06-23-30	Maint Buildings/Grounds	5,781	5,969	5,000	5,000	5,000	5,000
101-50-06-23-50	Vehicle Alloc Expense	-	-	-	-	-	-
23	Maintenance	5,893	5,969	5,000	5,000	5,000	5,000
101-50-06-24-25	Taxes & Other Charges	672	189	1,000	1,000	1,000	1,000
24	Taxes, Insurances & Contributi	672	189	1,000	1,000	1,000	1,000
Grand Total		243,231	265,592	295,949	304,240	294,540	355,388
101	General Fund	243,231	265,592	295,949	304,240	294,540	355,388
Grand Total		\$ 243,231	\$ 265,592	\$ 295,949	\$ 304,240	\$ 294,540	\$ 355,388

GOVERNMENT BUILDINGS - 5006
EXPENSE SUMMARY

Description	Object Code	Funding Source	Total Budgeted
<i>Other Contract Services</i>	<i>2145</i>	<i>101</i>	
Custodial		\$ 68,300	\$ 68,300
Carpet Cleaning		\$ 5,300	\$ 5,300
Pest Control		\$ 1,400	\$ 1,400
Elevator Service - Carnegie		\$ 3,000	\$ 3,000
Elevator Service - Library		\$ 2,000	\$ 2,000
Napa Fire Equipment Service		\$ 6,500	\$ 6,500
Replace Fire Extinguishers			
Alarm Services		\$ 6,000	\$ 6,000
Library HVAC Pump Maintenance		\$ 5,000	\$ 5,000
HVAC Maintenance		\$ 24,000	\$ 24,000
Repairs, Miscellaneous			
Replace Carpet at Fire Station (funded elsewhere)		\$ -	\$ -
App Bay LED Upgrade at Fire Station (funded elsewhere)		\$ -	\$ -
PD Interview Room		\$ 20,000	\$ 20,000
Carnegie Window Repairs		\$ 15,000	\$ 15,000
Repair Roof Leak at Library		\$ 15,000	\$ 15,000
Teen Center/Rental Repair		\$ 12,000	\$ 12,000
Miscellaneous Repairs to Buildings		\$ 15,000	\$ 15,000
TOTAL - Other Contract Services	2145	\$ 198,500	\$ 198,500
<i>Special Department Supplies</i>	<i>2215</i>	<i>101</i>	
Paper Goods		\$ 6,000	\$ 6,000
Paint & Hardware		\$ 3,500	\$ 3,500
First Aid Supplies		\$ 1,500	\$ 1,500
Lighting Ballasts and Bulbs		\$ 2,000	\$ 2,000
Other Miscellaneous Supplies		\$ 7,000	\$ 7,000
TOTAL - Special Department Supplies	2215	\$ 20,000	\$ 20,000

STORM DRAINS - 5013 BUDGET SUMMARY						
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Storm Drains Expenses By Fund						
FUND	DEPT					
101	5013	General Fund	124,041	144,742	215,946	215,946
		Total Expenses	\$ 124,041	\$ 144,742	\$ 215,946	\$ 215,946
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Storm Drains Expense Summary						
Salary			59,719	64,699	51,210	51,210
Benefits			27,409	29,942	24,850	24,850
Contracts			6,600	-	104,912	104,912
Dept supplies/services			30,314	50,100	34,974	34,974
Total Expenses			\$ 124,041	\$ 144,742	\$ 215,946	\$ 215,946

STORM DRAINS - 5013
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
101-50-13-20-10	Salary-Regular	48,420	53,582	42,710	42,710	42,710	48,078
101-50-13-20-25	Standby	700	736	-	-	-	-
101-50-13-20-30	Overtime	10,599	10,382	8,500	8,500	8,500	8,500
101-50-13-20-40	FICA/Medicare	4,464	4,932	3,945	3,945	3,945	4,360
101-50-13-20-45	Employer PERS	7,076	9,893	8,701	8,701	8,701	3,158
101-50-13-20-47	PERS Unfunded Liabilities	-	-	-	-	-	5,042
101-50-13-20-50	Employee PERS	645	-	-	-	-	-
101-50-13-20-55	Health Insurance	11,221	11,184	9,081	9,081	9,081	8,837
101-50-13-20-61	Workers Comp	2,916	2,845	2,267	2,267	2,267	3,100
101-50-13-20-65	SDI	554	580	461	461	461	509
101-50-13-20-75	Deferred Comp	531	508	395	395	395	461
20	Salaries & Benefits	87,128	94,642	76,060	76,060	76,060	82,045
101-50-13-21-25	Equipment Rental	3,815	5,220	15,850	15,850	15,850	15,850
101-50-13-21-38	Conservation Maintenance	-	-	38,200	38,200	38,200	38,200
101-50-13-21-45	Other Contract Services	6,600	-	66,712	66,712	66,712	70,000
101-50-13-21-48	Government Fees	16,688	36,469	6,395	6,395	6,395	7,000
21	Services	27,103	41,688	127,157	127,157	127,157	131,050
101-50-13-22-15	Special Department Supplies	9,810	3,833	8,150	8,150	8,150	9,800
22	Supplies	9,810	3,833	8,150	8,150	8,150	9,800
101-50-13-24-25	Taxes & Other Charges	-	4,579	4,579	4,579	4,579	4,600
24	Taxes, Insurances & Contributi	-	4,579	4,579	4,579	4,579	4,600
Grand Total		124,041	144,742	215,946	215,946	215,946	227,495
101	General Fund	124,041	144,742	215,946	215,946	215,946	227,495
Grand Total		\$ 124,041	\$ 144,742	\$ 215,946	\$ 215,946	\$ 215,946	\$ 227,495

**STORM DRAINS - 5013
EXPENSE SUMMARY**

Description	Object Code	Funding	Total Budgeted
<i>Equipment Rental</i>	<i>2125</i>	<i>101</i>	
Clearing Valleyview Bridget Culverts		\$ 2,000	\$ 2,000
Duck Pond - Mitchell/North		\$ 1,350	\$ 1,350
Flood Control Site Back Up Generator		\$ 12,500	\$ 12,500
TOTAL - Equipment Rental	2125	\$ 15,850	\$ 15,850
<i>Conservation Maintenance</i>	<i>2138</i>	<i>101</i>	
Contract Services		\$ 4,500	\$ 4,500
Equipment Rental		\$ 1,800	\$ 1,800
Conservation Easement Monitoring		\$ 31,900	\$ 31,900
TOTAL - Conservation Maintenance	2138	\$ 38,200	\$ 38,200
<i>Other Contract Services</i>	<i>2145</i>	<i>101</i>	
Stormwater JPA		\$ 40,000	\$ 40,000
Stormwater Inspection		\$ 15,000	\$ 15,000
Stormwater Phase II Trash Assessment		\$ 15,000	\$ 15,000
TOTAL - Other Contract Services	2145	\$ 70,000	\$ 70,000
<i>Government Fees</i>	<i>2148</i>	<i>101</i>	
SWRCB MS4 Permit		\$ 7,000	\$ 7,000
TOTAL - Government Fees	2148	\$ 7,000	\$ 7,000
<i>Special Department Supplies</i>	<i>2215</i>	<i>101</i>	
Sandbag Supplies		\$ 4,000	\$ 4,000
Misc. Stormwater Supplies (sweeper, brooms, trench debris, grubbing, hauling, D.I. inlets, rims and covers)		\$ 4,800	\$ 4,800
Maintenance Supplies		\$ 1,000	\$ 1,000
TOTAL - Special Department Supplies	2215	\$ 9,800	\$ 9,800

STREETS - 5015 BUDGET SUMMARY						
		FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17
		Actual	Actual	Adopted	Adjusted	Estimated Year End
Streets Buildings Expenses By Fund						
FUND	DEPT					
101	5015 General Fund	240,482	230,479	249,098	252,303	252,303
	Total Expenses	\$ 240,482	\$ 230,479	\$ 249,098	\$ 252,303	\$ 252,303
		FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17
		Actual	Actual	Adopted	Adjusted	Estimated Year End
Streets Buildings Expense Summary						
Salary		50,006	55,283	51,210	51,210	51,210
Benefits		39,299	28,197	24,123	24,123	24,123
Capital Equipment		1,857	1,000	-	-	-
Communications		1,612	1,188	1,500	1,500	1,500
Computer Equipment		485	-	500	500	500
Contracts		388	188	-	-	-
Dept supplies/services		24,573	14,719	15,090	18,295	18,295
Equipment/Software Maintenance		28,048	19,201	31,000	30,500	30,500
Training/Conference		576	60	435	935	935
Utilities		70,164	73,538	80,880	80,880	80,880
Vehicle Maintenance		23,473	37,105	44,360	44,360	44,360
Total Expenses		\$ 240,482	\$ 230,479	\$ 249,098	\$ 252,303	\$ 252,303

STREETS - 5015
BUDGET

Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
		Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
101	General Fund						
101-50-15-20-10	Salary-Regular	48,420	53,602	42,710	42,710	42,710	53,394
101-50-15-20-25	Standby	700	736	-	-	-	-
101-50-15-20-30	Overtime	886	945	8,500	8,500	8,500	8,500
101-50-15-20-40	FICA/Medicare	4,097	4,317	3,295	3,295	3,295	4,772
101-50-15-20-45	Employer PERS	7,076	9,895	8,701	8,701	8,701	3,468
101-50-15-20-47	PERS Unfunded Liabilities	-	-	-	-	-	5,537
101-50-15-20-50	Employee PERS	549	-	-	-	-	-
101-50-15-20-55	Health Insurance	23,639	10,130	9,081	9,081	9,081	9,343
101-50-15-20-61	Workers Comp	2,916	2,845	2,267	2,267	2,267	3,543
101-50-15-20-65	SDI	495	508	384	384	384	557
101-50-15-20-75	Deferred Comp	527	502	395	395	395	527
20	<i>Salaries & Benefits</i>	89,305	83,480	75,333	75,333	75,333	89,641
101-50-15-21-05	Advertising	-	-	-	-	-	-
101-50-15-21-10	Communications	1,612	1,188	1,500	1,500	1,500	1,500
101-50-15-21-15	Postage	245	-	-	-	-	-
101-50-15-21-22	Utilities	70,164	73,538	80,880	80,880	80,880	81,000
101-50-15-21-25	Equipment Rental	404	-	2,700	2,700	2,700	2,700
101-50-15-21-27	Equipment Lease Exp	-	-	-	-	-	-
101-50-15-21-30	Professional Contracts	388	188	-	-	-	500
101-50-15-21-40	Professional Fees	-	-	-	-	-	-
101-50-15-21-45	Other Contract Services	-	-	-	-	-	-
101-50-15-21-53	Memberships & Publications	225	-	65	65	65	1,000
101-50-15-21-55	Training & Conference	561	60	385	885	885	1,500
101-50-15-21-60	Other Travel	15	-	50	50	50	100
21	<i>Services</i>	73,614	74,973	85,580	86,080	86,080	88,300
101-50-15-22-07	Copies	-	-	-	-	-	-
101-50-15-22-12	Computer Equipment	485	-	500	500	500	500
101-50-15-22-13	Office Supplies	53	159	500	500	500	500
101-50-15-22-15	Special Department Supplies	23,064	12,787	11,225	11,225	11,225	31,500
101-50-15-22-20	Small Tools	547	1,685	500	3,705	3,705	3,000
101-50-15-22-26	Vehicle Maint	-	-	-	-	-	-
22	<i>Supplies</i>	24,148	14,630	12,725	15,930	15,930	35,500
101-50-15-23-11	Maintenance Office Equipment	-	-	-	-	-	-
101-50-15-23-12	Maintenance Supplies	6,940	7,733	25,000	24,750	24,750	25,000
101-50-15-23-15	Maint Machine/Equipment	16,594	2,465	6,000	5,750	5,750	6,000
101-50-15-23-30	Maint Buildings/Grounds	4,513	9,004	-	-	-	-
101-50-15-23-50	Vehicle Alloc Expense	23,473	37,105	44,360	44,360	44,360	46,434
23	<i>Maintenance</i>	51,521	56,306	75,360	74,860	74,860	77,434
101-50-15-24-25	Taxes & Other Charges	36	89	100	100	100	100
24	<i>Taxes, Insurances & Contributi</i>	36	89	100	100	100	100
101-50-15-26-30	Capital Equipment	1,857	1,000	-	-	-	-
26	<i>Capital</i>	1,857	1,000	-	-	-	-
101-50-15-29-99	Transfer to other Funds	-	-	-	-	-	250,000
29	<i>Transfers</i>	-	-	-	-	-	250,000
Grand Total		240,482	230,479	249,098	252,303	252,303	540,975
101	General Fund	240,482	230,479	249,098	252,303	252,303	540,975

STREETS - 5015
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
101	General Fund						
Grand Total		\$ 240,482	\$ 230,479	\$ 249,098	\$ 252,303	\$ 252,303	\$ 540,975

STREETS - 5015
EXPENSE SUMMARY

Description	Object Code	Funding Source	Total Budgeted
<i>Equipment Rental</i>	<i>2125</i>	<i>101</i>	
Miscellaneous Rentals, as needed (loaders, asphalt grinders, crack sealer)		\$ 2,700	\$ 2,700
TOTAL - Equipment Rental	2125	\$ 2,700	\$ 2,700
<i>Memberships & Publications</i>	<i>2153</i>	<i>101</i>	
Books & Membership Fees to PAPA		\$ 255	\$ 255
CWEA Membership		\$ 745	\$ 745
TOTAL - Memberships & Publications	2153	\$ 1,000	\$ 1,000
<i>Training & Conference</i>	<i>2155</i>	<i>101</i>	
Pesticide Prep. Course/CEU		\$ 365	\$ 365
Educational Units		\$ 1,135	\$ 1,135
TOTAL - Training & Conference	2155	\$ 1,500	\$ 1,500
<i>Special Department Supplies</i>	<i>2215</i>	<i>101</i>	
Signs		\$ 5,000	\$ 5,000
Uniforms		\$ 6,000	\$ 6,000
Cones		\$ 300	\$ 300
Miscellaneous Supplies		\$ 1,600	\$ 1,600
Guideposts		\$ 300	\$ 300
Radar Sign		\$ 17,500	\$ 17,500
Barricades		\$ 300	\$ 300
Raingear		\$ 500	\$ 500
TOTAL - Special Department Supplies	2215	\$ 31,500	\$ 31,500
<i>Maintenance Supplies</i>	<i>2312</i>	<i>101</i>	
Asphalt		\$ 16,000	\$ 16,000
Paint		\$ 4,000	\$ 4,000
Other Maintenance Supplies		\$ 1,000	\$ 1,000
Shale		\$ 2,000	\$ 2,000
Cold Mix		\$ 2,000	\$ 2,000
TOTAL - Maintenance Supplies	2312	\$ 25,000	\$ 25,000
<i>Maintenance Machinery & Equipment</i>	<i>2315</i>	<i>101</i>	
Gutter Brooms, Curtains, Saw Blades, etc.		\$ 6,000	\$ 6,000
TOTAL - Machine Maintenance & Equipment	2315	\$ 6,000	\$ 6,000
<i>Transfer to Other Funds</i>	<i>2999</i>	<i>101</i>	
Transfer to Street CIP- Fund 741		\$ 250,000	\$ 250,000
TOTAL - Transfer to Other Funds	2999	\$ 250,000	\$ 250,000

TREE CITY - 5026 BUDGET SUMMARY

Tr			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
Tree City Expenses By Fund			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
FUND	DEPT							
283	5026	Tree City USA	29,256	49,290	96,899	110,615	110,615	98,569
		Total Expenses	\$ 29,256	\$ 49,290	\$ 96,899	\$ 110,615	\$ 110,615	\$ 98,569

**Tree City is 100% funded by the General Fund and is broken into a separate fund for expense tracking purposes*

	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Tree City Expense Summary						
Salary	9,072	9,468	9,166	9,166	9,166	7,245
Benefits	4,731	5,067	4,738	4,738	4,738	4,224
Tree Expenses	339	590	21,500	25,176	25,176	25,200
Contracts	2,584	21,400	40,500	50,540	50,540	40,500
Dept supplies/services	882	903	975	975	975	1,000
Equipment Maintenance	11,213	11,536	18,800	18,800	18,800	18,800
Training/Conference	435	325	1,220	1,220	1,220	1,600
Total Expenses	\$ 29,256	\$ 49,290	\$ 96,899	\$ 110,615	\$ 110,615	\$ 98,569

TREES - 5026
BUDGET

Tr							
Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
		Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
283	Tree City USA						
283-50-26-20-10	Salary-Regular	9,072	9,468	9,166	9,166	9,166	7,245
283-50-26-20-40	FICA/Medicare	691	721	706	706	706	559
283-50-26-20-45	Employer PERS	1,547	2,083	1,813	1,813	1,813	574
283-50-26-20-47	PERS Unfunded Liabilities	-	-	-	-	-	916
283-50-26-20-50	Employee PERS	115	-	-	-	-	-
283-50-26-20-55	Health Insurance	1,862	1,757	1,693	1,693	1,693	1,601
283-50-26-20-61	Workers Comp	365	356	378	378	378	443
283-50-26-20-65	SDI	86	85	83	83	83	65
283-50-26-20-75	Deferred Comp	66	65	66	66	66	66
20	Salaries & Benefits	13,803	14,536	13,904	13,904	13,904	11,469
283-50-26-21-25	Equipment Rental	-	-	-	-	-	-
283-50-26-21-35	Main Street Trees	339	590	17,000	18,676	18,676	17,000
283-50-26-21-36	Tree City USA	-	-	1,300	3,300	3,300	5,000
283-50-26-21-37	Heritage Trees	-	-	3,200	3,200	3,200	3,200
283-50-26-21-45	Other Contract Services	2,584	21,400	40,500	50,540	50,540	40,500
283-50-26-21-53	Memberships & Publications	340	390	175	175	175	200
283-50-26-21-55	Training & Conference	435	325	1,220	1,220	1,220	1,600
21	Services	3,698	22,705	63,395	77,111	77,111	67,500
283-50-26-22-07	Copies	-	-	-	-	-	-
283-50-26-22-13	Office Supplies	-	-	-	-	-	-
283-50-26-22-15	Special Department Supplies	-	455	400	400	400	400
283-50-26-22-20	Small Tools	542	58	400	400	400	400
22	Supplies	542	513	800	800	800	800
283-50-26-23-15	Maint Machine/Equipment	258	65	-	-	-	-
283-50-26-23-30	Maint Buildings/Grounds	10,956	11,471	18,800	18,800	18,800	18,800
23	Maintenance	11,213	11,536	18,800	18,800	18,800	18,800
283-50-26-26-50	Capital Imp Land	-	-	-	-	-	-
26	Capital	-	-	-	-	-	-
283-50-26-29-99	Transfer to other Funds	-	-	-	-	-	-
29	Transfers	-	-	-	-	-	-
Grand Total		29,256	49,290	96,899	110,615	110,615	98,569
283	Tree City USA	29,256	49,290	96,899	110,615	110,615	98,569
Grand Total		\$ 29,256	\$ 49,290	\$ 96,899	\$ 110,615	\$ 110,615	\$ 98,569

TREES - 5026
EXPENSE SUMMARY

Tr	Object Code	Funding Source	Total Budgeted
<i>Main Street Trees</i>	<i>2135</i>	<i>283</i>	
Trees Drain Rock		\$ 2,600	\$ 2,600
Tree Removal on Main Street		\$ 7,200	\$ 7,200
Tree Grate Installations		\$ 7,200	\$ 7,200
TOTAL - Main Street Trees	2135	\$ 17,000	\$ 17,000
<i>Tree City USA</i>	<i>2136</i>	<i>283</i>	
Trees and Materials for Off Main		\$ 350	\$ 350
Emergency Tree Work		\$ 4,650	\$ 4,650
TOTAL - Tree City USA	2136	\$ 5,000	\$ 5,000
<i>Heritage Trees</i>	<i>2137</i>	<i>283</i>	
Emergency Tree Work on Heritage Trees		\$ 3,200	\$ 3,200
TOTAL - Heritage Trees	2137	\$ 3,200	\$ 3,200
<i>Other Contract Services</i>	<i>2145</i>	<i>283</i>	
Baldwin Park - 7 year/Teen Center		\$ 9,700	\$ 9,700
Lyman Park - 5 year		\$ 9,800	\$ 9,800
1572 & 1574 Railroad Ave - 7 year		\$ 7,200	\$ 7,200
Stonebridge Park Pruning - 7 year		\$ 7,000	\$ 7,000
Hunts Grove - 7 year		\$ 6,800	\$ 6,800
TOTAL - Other Contract Services	2145	\$ 40,500	\$ 40,500
<i>Memberships & Publications</i>	<i>2153</i>	<i>283</i>	
ISA		\$ 150	\$ 150
WC ISA		\$ 50	\$ 50
TOTAL - Memberships & Publications	2153	\$ 200	\$ 200
<i>Training & Conferences</i>	<i>2155</i>	<i>283</i>	
Arborist CEUs		\$ 500	\$ 500
Arborist Prep Course		\$ 850	\$ 850
Arborist Certificate Test		\$ 250	\$ 250
TOTAL - Training & Conferences	2155	\$ 1,600	\$ 1,600
<i>Special Department Supplies</i>	<i>2215</i>	<i>283</i>	
Soils, Fertilizers, Pesticides		\$ 400	\$ 400
TOTAL - Special Department Supplies	2215	\$ 400	\$ 400
<i>Maintenance Buildings/Grounds</i>	<i>2330</i>	<i>283</i>	
Tunnel of Trees		\$ 18,000	\$ 18,000
Lyman Park		\$ 800	\$ 800
TOTAL - Maintenance Buildings/Grounds	2330	\$ 18,800	\$ 18,800

PARKS - 5027 BUDGET SUMMARY						
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Parks Expenses By Fund					Estimated Year End	FY 17/18 Proposed
FUND	DEPT					
101	5027	General Fund	688,992	605,540	592,795	600,090
		Total Expenses	\$ 688,992	\$ 605,540	\$ 592,795	\$ 600,090
					\$ 531,090	\$ 453,129
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Parks Expense Summary					Estimated Year End	FY 17/18 Proposed
Salary			321,785	264,048	245,077	245,077
Benefits			198,815	172,194	169,223	169,223
Capital Equipment			2,272	1,774	-	-
Communications			798	537	700	700
Contracts			2,337	203	-	800
Dept supplies/services			27,915	23,311	20,650	21,175
Equipment Maintenance			12,372	11,848	20,500	23,600
Training/Conference			4,626	2,555	-	2,870
Utilities			101,210	102,370	112,000	112,000
Vehicle Maintenance			16,861	26,698	24,645	24,645
Total Expenses			\$ 688,992	\$ 605,540	\$ 592,795	\$ 600,090
					\$ 531,090	\$ 453,129

PARKS - 5027
BUDGET

Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
101	General Fund	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
101-50-27-20-10	Salary-Regular	315,109	257,763	239,019	239,019	199,019	159,122
101-50-27-20-20	Temp/Part Time	-	-	-	-	-	-
101-50-27-20-25	Standby	3,375	2,250	2,900	2,900	2,900	2,900
101-50-27-20-30	Overtime	3,301	4,035	3,158	3,158	3,158	3,158
101-50-27-20-40	FICA/Medicare	24,713	20,297	18,916	18,916	18,916	12,746
101-50-27-20-45	Employer PERS	49,693	58,663	51,380	51,380	47,380	12,243
101-50-27-20-47	PERS Unfunded Liabilities	-	-	-	-	-	19,546
101-50-27-20-50	Employee PERS	3,837	-	-	-	-	-
101-50-27-20-55	Health Insurance	96,859	71,812	80,526	80,526	55,526	45,271
101-50-27-20-61	Workers Comp	17,862	16,539	13,790	13,790	13,790	10,629
101-50-27-20-65	SDI	3,063	2,388	2,206	2,206	2,206	1,487
101-50-27-20-75	Deferred Comp	2,790	2,495	2,405	2,405	2,405	1,581
20	<i>Salaries & Benefits</i>	520,600	436,243	414,300	414,300	345,300	268,683
101-50-27-21-05	Advertising	150	-	-	-	-	-
101-50-27-21-10	Communications	798	537	700	700	700	700
101-50-27-21-15	Postage	-	-	-	-	-	-
101-50-27-21-22	Utilities	101,210	102,370	112,000	112,000	112,000	112,000
101-50-27-21-25	Equipment Rental	-	-	400	400	400	400
101-50-27-21-27	Equipment Lease Exp	-	-	-	-	-	-
101-50-27-21-30	Professional Contracts	725	-	-	-	-	-
101-50-27-21-45	Other Contract Services	1,612	203	-	800	800	800
101-50-27-21-53	Memberships & Publications	230	80	-	525	525	700
101-50-27-21-55	Training & Conference	4,626	2,555	-	2,470	2,470	3,000
101-50-27-21-60	Other Travel	-	-	-	400	400	300
21	<i>Services</i>	109,351	105,746	113,100	117,295	117,295	117,900
101-50-27-22-07	Copies	-	-	-	-	-	-
101-50-27-22-13	Office Supplies	360	-	250	250	250	250
101-50-27-22-15	Special Department Supplies	26,718	22,211	18,000	18,000	18,000	18,000
101-50-27-22-20	Small Tools	439	1,001	2,000	2,000	2,000	2,000
101-50-27-22-25	Fuel/Oil	-	-	-	-	-	-
101-50-27-22-12	Computer Equipment	-	-	-	-	-	-
22	<i>Supplies</i>	27,517	23,212	20,250	20,250	20,250	20,250
101-50-27-23-12	Maintenance Supplies	931	-	-	-	-	-
101-50-27-23-15	Maint Machine/Equipment	5,145	131	4,500	4,500	4,500	4,500
101-50-27-23-30	Maint Buildings/Grounds	6,296	11,717	16,000	19,100	19,100	16,000
101-50-27-23-50	Vehicle Alloc Expense	16,861	26,698	24,645	24,645	24,645	25,796
23	<i>Maintenance</i>	29,233	38,546	45,145	48,245	48,245	46,296
101-50-27-24-25	Taxes & Other Charges	18	20	-	-	-	-
24	<i>Taxes, Insurances & Contributi</i>	18	20	-	-	-	-
101-50-27-26-50	Capital Imp Land	-	-	-	-	-	-
101-50-27-26-70	Capital Imp Equipment	2,272	1,774	-	-	-	-
26	<i>Capital</i>	2,272	1,774	-	-	-	-
101-50-27-29-99	Transfer to other Funds	-	-	-	-	-	-
29	<i>Transfers</i>	-	-	-	-	-	-
Grand Total		688,992	605,540	592,795	600,090	531,090	453,129
101	General Fund	688,992	605,540	592,795	600,090	531,090	453,129

PARKS - 5027
BUDGET

Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
101	General Fund	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Grand Total		\$ 688,992	\$ 605,540	\$ 592,795	\$ 600,090	\$ 531,090	\$ 453,129

PARKS - 5027
EXPENSE SUMMARY

Description	Object Code	Funding Source	Total Budgeted
Equipment Rentals	2125	101	
Misc. Rentals for Equipment (not owned by the City)		\$ 400	\$ 400
TOTAL - Equipment Rentals	2125	\$ 400	\$ 400
Other Contract Services	2145	101	
Unplanned Repairs to Park Facilities		\$ 800	\$ 800
TOTAL - Other Contract Services	2145	\$ 800	\$ 800
Memberships & Publications	2153	101	
PAPA Membership		\$ 260	\$ 260
DPR Certificates		\$ 240	\$ 240
NRPA		\$ 200	\$ 200
TOTAL - Memberships & Publications	2153	\$ 700	\$ 700
Training & Conferences	2155	101	
CPSI Course & Exam (hotel/travel)		\$ 1,455	\$ 1,455
PAPA CEUs		\$ 500	\$ 500
DPR Test Prep and Exam		\$ 365	\$ 365
Misc. Training and Seminars		\$ 680	\$ 680
TOTAL - Training & Conferences	2155	\$ 3,000	\$ 3,000
Special Department Supplies	2215	101	
Standard Supplies (toilet paper, towels, cleaners, etc.)		\$ 5,000	\$ 5,000
Misc. Supplies (fertilizer, irrigation parts, etc.)		\$ 6,100	\$ 6,100
Uniforms and Boots		\$ 6,900	\$ 6,900
TOTAL - Special Department Supplies	2215	\$ 18,000	\$ 18,000
Maintenance Machine & Equipment	2315	101	
Repairs to Major Equipment		\$ 4,500	\$ 4,500
TOTAL - Maintenance Machine & Equip.	2315	\$ 4,500	\$ 4,500
Buildings and Grounds Maintenance	2330	101	
Backflow Prevention Device for Lyman Park		\$ 3,000	\$ 3,000
Lyman Park Sewer Lateral Repair		\$ 6,000	\$ 6,000
Lewis Bathroom Sink Repair		\$ 1,500	\$ 1,500
Wood Replacment for Tables/Benches		\$ 2,000	\$ 6,000
Misc Repairs		\$ 3,500	\$ 3,500

PARKS - 5027
EXPENSE SUMMARY

Description	Object Code	Funding Source	Total Budgeted
<i>TOTAL - Buildings and Grounds Maintenance</i>	<i>2330</i>	<i>\$ 16,000</i>	<i>\$ 16,000</i>

CITY GARAGE - 5037 BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Garage Expenses By Fund								
FUND	DEPT							
582	5037	City Garage	114,106	176,802	207,015	207,015	207,015	216,690
		Total Expenses	\$ 114,106	\$ 176,802	\$ 207,015	\$ 207,015	\$ 207,015	\$ 216,690

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
City Garage Expense Summary								
Salary			714	54,527	42,710	42,710	42,710	50,078
Benefits			329	28,043	24,123	24,123	24,123	24,912
Communications			-	-	-	-	-	-
Dept supplies/services			2,539	422	5,695	5,695	5,695	5,700
Equipment Maintenance			1,287	-	-	-	-	-
Vehicle Maintenance			109,228	93,074	134,487	134,487	134,487	136,000
Total Expenses			\$ 114,106	\$ 176,802	\$ 207,015	\$ 207,015	\$ 207,015	\$ 216,690

Fund 582 is an Internal Service Fund (ISF) which is supported by other departments. Allocation for each department is budgeted under "Vehicle Allocation Expense" - account xxx-xxxx-2350

CITY GARAGE - 5037
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
582	Internal Service Garage Fund						
582-50-37-20-10	Salary-Regular	689	53,582	42,710	42,710	42,710	48,078
582-50-37-20-25	Standby	10	736	-	-	-	-
582-50-37-20-30	Overtime	25	945	-	-	-	2,000
582-50-37-20-40	FICA/Medicare	56	4,264	3,295	3,295	3,295	3,863
582-50-37-20-45	Employer PERS	116	9,893	8,701	8,701	8,701	3,158
582-50-37-20-47	PERS Unfunded Liability	-	-	-	-	-	5,042
582-50-37-20-50	Employee PERS	-	-	-	-	-	-
582-50-37-20-55	Health Insurance	143	10,037	9,081	9,081	9,081	8,837
582-50-37-20-61	Workers Comp	-	2,845	2,267	2,267	2,267	3,100
582-50-37-20-65	SDI	7	502	384	384	384	451
582-50-37-20-71	Unemployment	-	-	-	-	-	-
582-50-37-20-75	Deferred Comp	7	502	395	395	395	461
20	<i>Salaries & Benefits</i>	1,052	83,306	66,833	66,833	66,833	74,990
582-50-37-21-10	Communications	-	-	-	-	-	-
582-50-37-21-15	Postage	-	-	200	200	200	200
582-50-37-21-25	Equipment Rental	-	-	-	-	-	-
582-50-37-21-27	Equipment Lease Exp	-	-	-	-	-	-
582-50-37-21-43	Penalties & Fines	-	-	-	-	-	-
582-50-37-21-45	Other Contract Services	-	-	-	-	-	-
21	<i>Services</i>	-	-	200	200	200	200
582-50-37-22-13	Office Supplies	-	13	100	100	100	100
582-50-37-22-15	Special Department Supplies	1,437	1,749	3,700	3,700	3,700	3,700
582-50-37-22-20	Small Tools	1,101	1,430	1,595	1,595	1,595	1,600
582-50-37-22-25	Fuel/Oil	61,376	47,024	80,000	80,000	80,000	80,000
582-50-37-22-26	Outside Vehicle Maint	36,805	29,827	33,525	33,525	33,525	35,000
582-50-37-22-28	Vehicle Parts	11,047	16,223	20,962	20,962	20,962	21,000
22	<i>Supplies</i>	111,767	96,266	139,882	139,882	139,882	141,400
582-50-37-23-15	Maint Machine/Equipment	1,287	-	-	-	-	-
23	<i>Maintenance</i>	1,287	-	-	-	-	-
582-50-37-24-25	Taxes and Other Charges	-	(2,770)	100	100	100	100
24	<i>Taxes, Insurances & Contributi</i>	-	(2,770)	100	100	100	100
Grand Total		114,106	176,802	207,015	207,015	207,015	216,690
582	Internal Service Garage Fund	114,106	176,802	207,015	207,015	207,015	216,690
Grand Total		\$ 114,106	\$ 176,802	\$ 207,015	\$ 207,015	\$ 207,015	\$ 216,690

CITY GARAGE - 5037
EXPENSE SUMMARY

Description	Object Code	Funding Source	Total Budgeted
<i>Special Department Supplies</i>	<i>2215</i>	<i>582</i>	
Restock garage supplies and essentials for ongoing fleet service. Set up of new vehicle and equipment added into fleet		\$ 3,700	\$ 3,700
TOTAL - Special Department Supplies	2215	\$ 3,700	\$ 3,700
<i>Small Tools</i>	<i>2220</i>	<i>582</i>	
Welding Gas/Supplies		\$ 300	\$ 300
Auto Part Speciality Tools		\$ 900	\$ 900
Misc. Speciality Tools		\$ 300	\$ 300
Misc. Auto Parts		\$ 100	\$ 100
TOTAL - Small Tools	2220	\$ 1,600	\$ 1,600
<i>Vehicle Maintenance - Outside</i>	<i>2226</i>	<i>582</i>	
Body Work		\$ 1,475	\$ 1,475
Misc. Auto Repairs		\$ 25,200	\$ 25,200
Alignment, Wheel Balancing, Installs		\$ 4,400	\$ 4,400
General Equipment Repair		\$ 1,000	\$ 1,000
Auto Glass		\$ 525	\$ 525
Smog/Emmission Checks		\$ 2,400	\$ 2,400
TOTAL - Vehicle Maintenance - Outside	2226	\$ 35,000	\$ 35,000
<i>Vehicles Parts & Supplies</i>	<i>2228</i>	<i>582</i>	
Tires		\$ 3,000	\$ 3,000
Misc. Auto Parts		\$ 10,000	\$ 10,000
Batteries		\$ 1,500	\$ 1,500
Chemicals		\$ 500	\$ 500
Police Department Tires		\$ 2,000	\$ 2,000
Outfit Unit #301		\$ 2,500	\$ 2,500
Outfit Unit #204		\$ 1,000	\$ 1,000
Spot Light Unit #200		\$ 500	\$ 500
TOTAL - Vehicles Parts & Supplies	2228	\$ 21,000	\$ 21,000
<i>Taxes and Other Charges</i>	<i>2425</i>	<i>582</i>	
DMV Renewal Fees		\$ 100	\$ 100
TOTAL - Taxes and Other Charges	2425	\$ 100	\$ 100

CITY OF ST. HELENA
GARAGE COST ALLOCATION
Fiscal Year 2017/2018

Description :

A Garage Cost Allocation is charged to all departments which have vehicles maintained at the City Garage. Costs include gas, oil, parts, and repairs to the city's fleet which consists of 44 vehicles and trucks.

DEPARTMENT NUMBER	DEPARTMENT TITLE	# OF VEHICLES	FUNDING %	ANNUAL ALLOCATION
289-47-28-23-50	Recreation	2	4.76%	10,319
101-45-00-23-50	Building Inspector	1	2.38%	5,159
101-49-00-23-50	Police	10	23.81%	51,593
101-50-00-23-50	P/W Admin	3	7.14%	15,478
101-50-15-23-50	P/W-Streets O&M	9	21.43%	46,434
101-50-27-23-50	Parks	5	11.90%	25,796
561-50-31-23-50	P/W-Water Distribution	5	11.90%	25,796
561-50-34-23-50	P/W-Water Plant	3	7.14%	15,478
571-50-20-23-50	P/W-Wastewater O&M	1	2.38%	5,159
571-50-29-23-50	P/W-Wastewater Plant	3	7.14%	15,478
TOTALS		42	100.00%	\$ 216,690
582-50-37-23-50	P/W-City Garage*	2	4.76%	0

*Cost of the 2 City Garage vehicles are allocated to the departments outside of City Garage that hold the other 42 vehicles.



WATER

PURPOSE

Water Distribution (5031) - The Water Distribution Division is responsible for the distribution portion of the water system, providing water to users at all times at pressures and quantities required. This division has one Supervisor, one Lead worker, and two maintenance workers that maintain all water distribution piping and facilities within the system.

The Water Distribution Division also performs all meter readings, provides customer service, responds to complaints and requests, performs fire hydrant maintenance, water leak repairs, as well as enforcement of the Cross Connection control ordinance. Funding for this Division comes from water user fees, connection fees and impact fees.

Stonebridge Wells (5032) - The Stonebridge Wells Division in the Public Works Department is within the Water Enterprise Fund. This Division provides for the operation and maintenance of the two Stonebridge Wells. Groundwater from the two wells normally provides up to 20% of the City's annual water supply. The treatment facilities provide for filtration and chlorination. This division is staffed by water treatment personnel and costs include utilities, phone line, processing chemicals, and certain capital equipment. Funding is provided by user charges.

Water Treatment (5034) - The Water Treatment Division in the Public Works Department is contained within the Water Enterprise Fund. This division provides water from Bell Canyon Reservoir, the Stonebridge Wells and outside sources as necessary. It is staffed by three State licensed water treatment operators, two of which are also licensed in wastewater treatment and provide standby operation of the wastewater treatment plant. This division is responsible for monthly, quarterly and annual monitoring of all water quality aspects of the system. The treatment plant annually produces more than 500 million gallons of potable water in conformance with State water quality standards. Funding for this division comes primarily from impact and user fees.

WATER ENTERPRISE FUND

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private enterprises where the intent of the City is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The fund includes:

Water Enterprise Utility Fund (561) – *accounts for activities relating to the operation of the City's water system including water distribution and treatment.*

Water Capital Projects (763) – *used to account for costs associated with large capital projects of the water fund.*

Water Impact Fees (764) – *accounts for connection charges paid by new users of the water system. Fees collected are to be used for future impacted Water System Capital Improvements.*



WATER

2016-17 ACHIEVEMENTS

WATER DISTRIBUTION

- Completed the annual flushing of water system lines
- Repaired pump seals at Rutherford Pump Station
- Facilitated the water connection to the Los Alcobas Hotel
- Negotiated with Martini Winery for replacement of 40 feet of watermain and an addition of a shut-off valve
- Lower Reservoir Outlet repair

STONEBRIDGE WELLS

- Filters 1-4 rehabilitated
- Recoated inside and outside surfaces
- Installed new media and plumbing

WATER TREATMENT

- Completed the Fuel Tank Replacement at Louis Estralla Water Treatment Plant for back-up generator
- Completed State Division of Safety of Dams (DSOD) required Intake Structure and Outlet Pipe repairs at Lower Reservoir
- Completed the DSOD required geotechnical exploration and stability analysis at Lower Reservoir
- Issued Request for Proposals for Disinfection Byproduct Study

2017-18 GOALS AND OBJECTIVES

WATER DISTRIBUTION

- Continue annual flushing of water system for water quality control
- Complete a water leak survey on the City's Water Distribution System

STONEBRIDGE WELLS

- Improve security using motion sensors
- Improve communication system

WATER TREATMENT

- Complete Holmes Tank pump station upgrade and pipe replacement
- Interior and exterior roof recoating Tank #2
- Complete design on the Bell Canyon Intake Tower Replacement
- Begin design of Bell Canyon Creek Inflow Measurement
- Replace Meadowood Tanks and Upgrade Pump Station

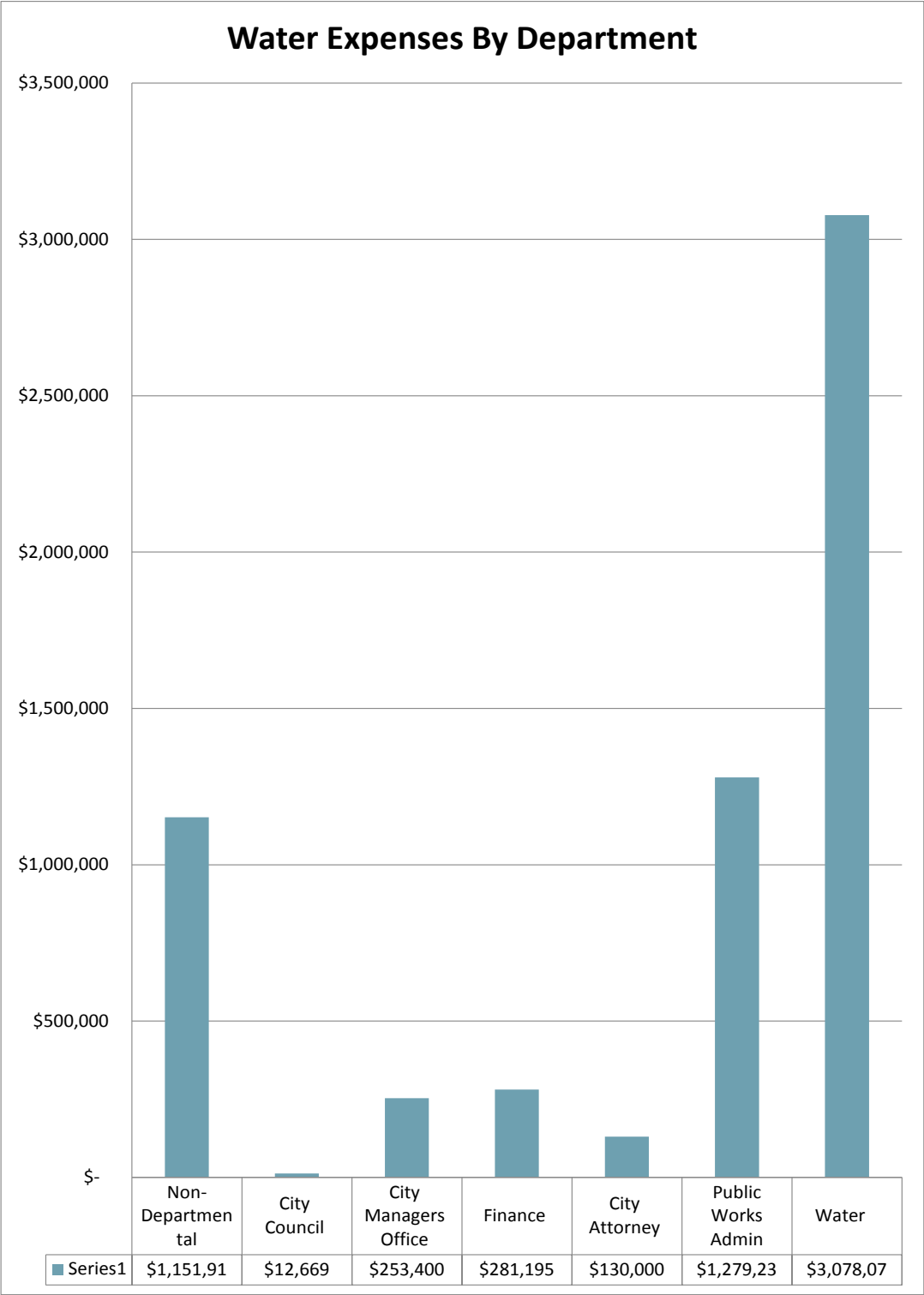
WATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
NON-DEPARTMENTAL							
561-40-00-21-10	Communications	2,046	1,147	1,400	1,400	1,400	1,600
561-40-00-21-15	Postage	177	779	100	100	100	100
561-40-00-21-27	Equipment Lease Exp	5,626	6,219	7,146	7,146	7,146	6,500
561-40-00-21-30	Professional Contracts	-	21,024	21,667	21,667	21,667	-
561-40-00-21-40	Professional Fees	9,967	-	-	-	-	-
561-40-00-21-45	Other Contract Services	3,608	421	2,599	2,599	2,599	2,700
561-40-00-21-47	Stream Surveys- Contracted Ser	-	-	-	-	-	-
561-40-00-21-46	Web Site Design	-	-	-	3,300	3,300	-
561-40-00-21-55	Training & Conference	-	-	-	-	-	-
561-40-45-21-30	Professional Contracts	-	-	-	-	-	-
561-40-45-21-40	Professional Fees	-	5,033	10,000	10,000	10,000	10,000
21	Services	21,424	34,624	42,912	46,212	46,212	20,900
561-40-0022-07	Copies	3,286	3,722	3,000	3,000	3,000	9,500
561-40-00-22-12	Computer Equipment	134	2,605	5,642	-	-	2,000
561-40-00-22-13	Office Supplies	1,417	1,526	1,300	5,642	5,642	5,700
561-40-00-22-15	Special Department Supplies	-	652	1,100	1,300	1,300	1,300
561-40-00-22-18	Remote Meter Readers	-	-	1,000	1,100	1,100	1,000
22	Supplies	8,123	12,227	15,042	1,000	14,042	19,500
561-40-00-23-35	Software Maintenance	5,540	2,692	3,000	4,445	4,445	-
23	Maintenance	5,540	2,692	3,000	4,445	4,445	-
561-40-00-24-25	Taxes & Other Charges	-	-	-	-	-	-
561-40-00-24-45	REMIF/Block Party Insurance	58,097	42,750	83,467	83,467	83,467	91,450
24	Taxes, Insurances & Contributi	58,097	42,750	83,467	83,467	83,467	91,450
561-40-45-25-05	Retire Principal	-	-	514,131	514,131	514,131	535,100
561-40-45-25-15	Interest Expense	196,547	525,407	486,936	486,936	486,936	462,350
25	Debt	196,547	525,407	1,001,067	1,001,067	1,001,067	997,450
561-40-00-26-30	Capital Equipment	-	7,634	-	-	-	-
561-40-00-26-40	Furniture & Fixtures	-	-	-	-	-	-
26	Capital	-	7,634	-	-	-	-
561-40-00-29-20	Fixed Asset Adjustments	-	-	-	-	-	-
561-40-00-29-99	Transfer to other Funds	979,380	111,995	-	-	-	22,613
29	Transfers	979,380	111,995	-	-	-	22,613
NON-DEPARTMENTAL TOTAL		1,265,826	733,608	1,142,488	1,136,191	1,146,233	1,151,913
CITY COUNCIL							
561-41-00-20-20	Temp/Part Time	6,300	6,300	2,700	2,700	2,700	2,700
561-41-00-20-40	FICA/Medicare	683	707	275	275	275	275
561-41-00-20-45	Employer PERS	866	1,274	849	849	849	162
561-41-00-20-50	Employee PERS	-	-	-	-	-	259
561-41-00-20-55	Health Insurance	326	334	181	181	181	200
561-41-00-20-75	Deferred Comp	32,195	32,905	19,347	19,347	19,347	8,094
20	Salaries & Benefits	2,798	3,113	979	979	979	979
CITY COUNCIL TOTAL		43,168	44,632	24,331	24,331	24,331	12,669
CITY MANAGER							
561-42-00-20-10	Salary-Regular	42,202	83,032	90,658	90,658	90,658	37,976

WATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
561-42-00-20-20	Temp/Part-time salary	-	-	-	-	-	-
561-42-00-20-30	Overtime	159	-	-	-	-	-
561-42-00-20-40	FICA/Medicare	3,290	5,491	6,083	6,083	6,083	2,135
561-42-00-20-45	Employer PERS	3,421	12,206	16,393	16,393	16,393	2,355
561-42-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	11,277
561-42-00-20-50	Employee PERS	361	-	-	-	-	-
561-42-00-20-55	Health Insurance	5,048	13,260	17,345	17,345	17,345	5,858
561-42-00-20-61	Workers Comp	509	2,703	2,645	2,645	2,645	886
561-42-00-20-65	SDI	403	595	631	631	631	200
561-42-00-20-75	Deferred Comp	689	1,429	1,764	1,764	1,764	511
561-42-00-20-85	Auto Allowance	1,318	2,107	2,400	2,400	2,400	1,200
561-42-00-20-89	Charity Event Reimbursement	-	-	375	375	375	-
561-42-00-20-97	Housing Allowance	-	-	-	-	-	-
561-42-10-20-10	Salary-Regular	-	-	-	-	-	24,738
561-42-10-20-20	Temp/Part-time salary	-	-	-	-	-	-
561-42-10-20-40	FICA/Medicare	-	-	-	-	-	1,948
561-42-10-20-45	Employer PERS	-	-	-	-	-	1,458
561-42-10-20-47	PERS Unfunded Liabilities	-	-	-	-	-	13,625
561-42-10-20-55	Health Insurance	-	-	-	-	-	8,937
561-42-10-20-61	Workers Comp	-	-	-	-	-	1,329
561-42-10-20-65	SDI	-	-	-	-	-	202
561-42-10-20-75	Deferred Comp	-	-	-	-	-	751
561-42-10-20-85	Auto Allowance	-	-	-	-	-	720
561-42-20-20-10	Salary-Regular	-	-	-	-	-	46,531
561-42-20-20-20	Temp/Part-time salary	-	-	-	-	-	-
561-42-20-20-40	FICA/Medicare	-	-	-	-	-	3,517
561-42-20-20-45	Employer PERS	-	-	-	-	-	3,618
561-42-20-20-47	PERS Unfunded Liabilities	-	-	-	-	-	17,328
561-42-20-20-55	Health Insurance	-	-	-	-	-	10,882
561-42-20-20-61	Workers Comp	-	-	-	-	-	1,771
561-42-20-20-65	SDI	-	-	-	-	-	377
561-42-20-20-75	Deferred Comp	-	-	-	-	-	1,002
561-42-20-20-85	Auto Allowance	-	-	-	-	-	960
20	Salaries & Benefits	57,399	120,823	138,294	138,294	138,294	202,092
561-42-00-21-30	Professional Contracts	-	-	500	500	500	500
561-42-00-21-45	Other Contract Services	-	-	7,833	7,833	7,833	2,000
561-42-00-21-55	Training & Conference	-	-	300	300	300	500
561-42-00-21-56	Admin Recruitment	-	-	2,750	2,750	2,750	-
561-42-10-21-45	Other Contract Services	-	-	-	-	-	9,238
561-42-10-21-55	Training & Conference	-	-	-	-	-	600
561-42-20-21-05	Advertising	-	-	-	-	-	700
561-42-20-21-30	Professional Contracts	-	-	-	-	-	26,670
561-42-20-21-45	Other Contract Services	-	-	-	-	-	-
561-42-20-21-55	Training & Conference	-	-	-	-	-	400
561-42-20-21-56	Admin Recruitment	-	-	-	-	-	1,500
21	Services	-	-	11,383	11,383	11,383	42,108
561-42-00-22-12	Computer Equipment	-	636	-	-	-	-
561-42-00-22-15	Special Department Supplies	-	76	-	-	-	-
561-42-10-22-12	Computer Equipment	-	-	-	-	-	3,000
561-42-20-22-13	Office Supplies	-	-	-	-	-	700
561-42-20-22-15	Special Department Supplies	-	-	-	-	-	1,500
22	Supplies	-	711	-	-	-	5,200

WATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
561-42-00-23-35	Software Maintenance	-	1,350	1,416	1,416	1,416	-
561-42-20-23-35	Software Maintenance	-	-	-	-	-	4,000
23	<i>Maintenance</i>	-	1,350	1,416	1,416	1,416	4,000
CITY MANAGER TOTAL		57,399	122,884	151,093	151,093	151,093	253,400
FINANCE							
561-43-00-20-10	Salary-Regular	139,635	109,064	122,289	122,289	122,289	139,974
561-43-00-20-20	Temp/Part Time	-	1,482	-	-	-	2,000
561-43-00-20-30	Overtime	1,122	254	-	-	-	2,000
561-43-00-20-40	FICA/Medicare	10,926	8,470	9,484	9,484	9,484	10,573
561-43-00-20-45	Employer PERS	18,284	12,964	19,266	19,266	19,266	8,427
561-43-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	13,454
561-43-00-20-50	Employee PERS	3,758	-	-	-	-	-
561-43-00-20-55	Health Insurance	45,199	24,811	25,834	25,834	25,834	22,557
561-43-00-20-61	Workers Comp	7,108	6,153	6,548	6,548	6,548	8,209
561-43-00-20-65	SDI	1,348	987	1,067	1,067	1,067	1,184
561-43-00-20-71	Unemployment	-	-	-	-	-	-
561-43-00-20-75	Deferred Comp	2,915	-	2,534	2,534	2,534	2,396
561-43-00-20-85	Auto Allowance	2,323	2,290	1,759	1,759	1,759	1,489
561-43-00-20-89	Charity Event Reimbursement	-	1,721	548	480	480	-
20	<i>Salaries & Benefits</i>	232,619	168,196	189,329	189,261	189,261	212,263
561-43-00-21-05	Advertising	-	-	-	-	-	-
561-43-00-21-10	Communications	-	433	450	450	450	500
561-43-00-21-15	Postage	11,563	11,725	12,000	12,000	12,000	12,000
561-43-00-21-25	Equipment Rental	-	-	-	-	-	-
561-43-00-21-27	Equipment Lease Exp	-	-	-	-	-	-
561-43-00-21-30	Professional Contracts	2,760	4,958	3,500	3,885	3,885	3,700
561-43-00-21-40	Professional Fees	14,429	11	-	-	-	-
561-43-00-21-42	Banking Fees	1,930	15,347	12,500	12,500	12,500	14,000
561-43-00-21-44	Online Transaction Fee	19,184	2,400	2,400	2,400	2,400	2,400
561-43-00-21-45	Other Contract Services	222	28,896	12,964	63,319	63,319	12,350
561-43-00-21-53	Memberships & Publications	260	137	663	663	663	1,300
561-43-00-21-55	Training & Conference	14	1,975	2,985	2,985	2,985	5,132
561-43-00-21-60	Other Travel	-	-	-	-	-	-
21	<i>Services</i>	50,362	65,882	47,462	98,202	98,202	51,382
561-43-00-22-07	Copies	-	-	-	-	-	-
561-43-00-22-12	Computer Equipment	-	1,776	450	735	735	1,500
561-43-00-22-13	Office Supplies	1,200	983	1,000	1,000	1,000	1,700
561-43-00-22-15	Special Department Supplies	2,339	1,985	3,500	3,500	3,500	3,500
22	<i>Supplies</i>	3,539	4,744	4,950	5,235	5,235	6,700
561-43-00-23-15	Maint Machine/Equipment	-	-	500	500	500	600
561-43-00-23-35	Software Maintenance	15,882	285	8,081	8,081	8,081	9,250
23	<i>Maintenance</i>	15,882	285	8,581	8,581	8,581	9,850
561-43-00-24-25	Taxes & Other Charges	693	-	-	-	-	-
24	<i>Taxes, Insurances & Contributi</i>	693	-	-	-	-	-
561-43-00-26-40	Furniture & Fixtures	162	-	225	225	225	1,000
26	<i>Capital</i>	162	-	225	225	225	1,000
99	<i>Contra Account fixed assets</i>	-	-	-	-	-	-

WATER OPERATIONS							
BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
		FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
Account Number	Description	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
561	Water Enterprise						
FINANCE TOTAL		303,258	239,106	250,547	301,504	301,504	281,195
CITY ATTORNEY							
561-44-00-21-30	Professional Contracts	6,115	35,269	15,000	150,000	150,000	30,000
561-44-00-21-32	Litigation	-	-	-	-	-	100,000
561-44-00-21-40	Professional Fees	-	-	-	-	-	-
561-44-00-21-45	Other Contract Services	-	-	-	-	-	-
21	Services						130,000
CITY ATTORNEY TOTAL		6,115	35,269	15,000	150,000	150,000	130,000
PUBLIC WORKS ADMIN							
561-50-00-20-10	Salary-Regular	115,029	192,344	223,027	223,027	223,027	220,399
561-50-00-20-20	Temp/Part Time	-	-	-	-	-	-
561-50-00-20-30	Overtime	-	100	-	-	-	450
561-50-00-20-37	Holiday Pay	-	-	-	-	-	-
561-50-00-20-40	FICA/Medicare	8,953	14,248	16,464	16,464	16,464	16,635
561-50-00-20-45	Employer PERS	13,518	26,546	33,759	33,759	33,759	13,619
561-50-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	21,743
561-50-00-20-50	Employee PERS	2,785	-	-	-	-	-
561-50-00-20-55	Health Insurance	22,893	49,557	58,877	58,877	58,877	47,901
561-50-00-20-61	Workers Comp	6,350	12,449	9,111	9,111	9,111	11,957
561-50-00-20-65	SDI	1,104	1,615	1,871	1,871	1,871	1,861
561-50-00-20-71	Unemployment	-	-	-	-	-	-
561-50-00-20-75	Deferred Comp	2,197	4,953	5,458	5,458	5,458	4,488
561-50-00-20-85	Auto Allowance	1,922	4,558	5,040	5,040	5,040	4,080
561-50-00-20-89	Charity Event Reimbursment	-	-	1,425	1,425	1,425	-
20	Salaries & Benefits	174,750	306,369	355,031	355,031	355,031	343,133
561-50-00-21-05	Advertising	-	425	500	500	500	500
561-50-00-21-10	Communications	2,104	1,373	1,200	1,200	1,200	1,400
561-50-00-21-15	Postage	454	448	600	600	600	600
561-50-00-21-27	Equipment Lease Exp	1,935	2,296	2,100	2,100	2,100	-
561-50-00-21-30	Professional Contracts	17,208	34,801	144,000	157,704	157,704	145,000
561-50-00-21-40	Professional Fees	791	791	-	-	-	-
561-50-00-21-43	Penalties and Fines	31,990	19,180	25,760	25,760	25,760	30,000
561-50-00-21-45	Other Contract Services	2,198	33	-	-	-	-
561-50-00-21-50	Water Use Efficiency Program	1,555	10,666	15,000	17,618	17,618	15,000
561-50-00-21-53	Memberships & Publications	1,391	1,381	1,385	1,385	1,385	1,385
561-50-00-21-55	Training & Conference	309	897	4,623	4,623	4,623	4,700
21	Services	59,935	72,290	195,168	211,490	211,490	198,585
561-50-00-22-07	Copies	1,053	320	400	400	400	-
561-50-00-22-12	Computer Equipment	775	115	500	500	500	500
561-50-00-22-13	Office Supplies	303	208	450	450	450	500
561-50-00-22-15	Special Department Supplies	411	257	450	450	450	500
561-50-00-22-20	Small Tools	-	-	-	-	-	-
22	Supplies	2,542	900	1,800	1,800	1,800	1,500
561-50-00-23-35	Software Maintenance	90	98	200	200	200	200
23	Maintenance	90	98	200	200	200	200
561-50-00-24-25	Taxes & Other Charges	21,121	22,618	30,000	30,000	30,000	30,000
24	Taxes, Insurances & Contributi	21,121	22,618	30,000	30,000	30,000	30,000
561-50-00-26-30	Capital Equipment	-	-	-	-	-	-

WATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
561-50-00-26-40	Furniture & Fixtures	389	-	1,700	1,700	1,700	2,700
26	Capital	389	-	1,700	1,700	1,700	2,700
561-50-00-29-99	Transfer to Other Funds	-	-	-	-	-	703,120
29	Transfers	-	-	-	-	-	703,120
561-50-00-99-99	Contra Account fixed assets	(10,370)	(64,313)	-	-	-	-
99	Contra Account fixed assets	(10,370)	(64,313)	-	-	-	-
PUBLIC WORKS ADMIN TOTAL		248,457	337,962	583,899	600,221	600,221	1,279,238
GRAND TOTAL WATER OPERATIONS PROPOSED BUDGETS		1,924,223	1,513,460	2,167,359	2,363,341	2,373,383	3,108,415



WATER DISTRIBUTION - 5031 BUDGET SUMMARY						
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Water Distribution Expenses By Fund						
FUND	DEPT					
561	5031	Water Enterprise	564,071	609,495	685,931	685,931
		Total Expenses	\$ 564,071	\$ 609,495	\$ 685,931	\$ 685,931
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Water Distribution Expense Summary						
		Salary	240,419	276,642	305,111	305,111
		Benefits	173,252	175,763	185,527	185,527
		Capital Equipment	-	11,293	21,000	21,000
		Communications	1,593	1,070	1,650	1,650
		Computer Equipment	-	-	2,000	2,000
		Contracts	17,872	12,890	14,000	14,000
		Dept supplies/services	52,160	47,355	61,098	61,098
		Equipment Maintenance	4,906	1,598	1,650	1,650
		Training/Conference	2,843	4,612	7,480	7,480
		Utilities	54,166	51,633	61,770	61,770
		Vehicle Maintenance	16,861	26,639	24,645	24,645
		Total Expenses	\$ 564,071	\$ 609,495	\$ 685,931	\$ 685,931

WATER DISTRIBUTION - 5031
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
561-50-31-20-10	Salary-Regular	230,506	261,834	299,211	299,211	299,211	228,021
561-50-31-20-20	Temp/Part Time	-	-	-	-	-	-
561-50-31-20-25	Standby	2,800	3,334	2,900	2,900	2,900	2,900
561-50-31-20-30	Overtime	7,113	11,475	3,000	3,000	3,000	11,650
561-50-31-20-40	FICA/Medicare	22,567	20,485	23,534	23,534	23,534	18,749
561-50-31-20-45	Employer PERS	41,927	55,390	52,318	52,318	52,318	13,892
561-50-31-20-47	PERS Unfunded Liabilities	-	-	-	-	-	22,178
561-50-31-20-50	Employee PERS	3,324	-	-	-	-	-
561-50-31-20-55	Health Insurance	85,638	80,287	88,293	88,293	88,293	69,901
561-50-31-20-61	Workers Comp	14,226	14,939	15,868	15,868	15,868	18,600
561-50-31-20-65	SDI	2,799	2,410	2,746	2,746	2,746	2,183
561-50-31-20-75	Deferred Comp	2,770	2,252	2,767	2,767	2,767	2,767
561-50-31-20-96	Education Reimbursement	-	-	-	-	-	-
20	Salaries & Benefits	413,671	452,405	490,638	490,638	490,638	390,841
561-50-31-21-10	Communications	1,593	1,070	1,650	1,650	1,650	1,650
561-50-31-21-15	Postage	31	-	200	200	200	200
561-50-31-21-22	Utilities	54,166	51,633	61,770	61,770	61,770	62,000
561-50-31-21-25	Equipment Rental	160	-	-	-	-	-
561-50-31-21-27	Equipment Lease Exp	-	-	-	-	-	-
561-50-31-21-30	Professional Contracts	232	-	-	-	-	-
561-50-31-21-45	Other Contract Services	17,640	12,890	14,000	14,000	14,000	15,000
561-50-31-21-53	Memberships & Publications	275	80	600	600	600	600
561-50-31-21-55	Training & Conference	2,719	4,506	6,980	6,980	6,980	6,500
561-50-31-21-60	Other Travel	123	106	500	500	500	1,000
21	Services	76,939	70,284	85,700	85,700	85,700	86,950
561-50-31-22-07	Copies	-	94	-	-	-	-
561-50-31-22-12	Computer Equipment	-	-	2,000	2,000	2,000	2,000
561-50-31-22-13	Office Supplies	353	185	140	140	140	250
561-50-31-22-15	Special Department Supplies	10,387	8,445	9,000	9,000	9,000	12,000
561-50-31-22-19	Meters/Hydrants	8,353	8,827	13,958	13,958	13,958	14,000
561-50-31-22-20	Small Tools	2,366	2,402	3,200	3,200	3,200	3,200
561-50-31-22-25	Fuel/Oil	-	-	-	-	-	-
22	Supplies	21,459	19,953	28,298	28,298	28,298	31,450
561-50-31-23-12	Maintenance Supplies	30,236	27,322	34,000	34,000	34,000	34,000
561-50-31-23-15	Maint Machine/Equipment	4,560	1,370	900	900	900	900
561-50-31-23-30	Maint Buildings/Grounds	346	228	750	750	750	2,000
561-50-31-23-50	Vehicle Alloc Expense	16,861	26,639	24,645	24,645	24,645	25,796
23	Maintenance	52,003	55,559	60,295	60,295	60,295	62,696
561-50-31-26-30	Capital Equipment	-	11,293	21,000	21,000	21,000	46,000
26	Capital	-	11,293	21,000	21,000	21,000	46,000
Grand Total		564,071	609,495	685,931	685,931	685,931	617,937
561	Water Enterprise	564,071	609,495	685,931	685,931	685,931	617,937
Grand Total		\$ 564,071	\$ 609,495	\$ 685,931	\$ 685,931	\$ 685,931	\$ 617,937

WATER DISTRIBUTION - 5031
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Other Contract Services</i>	2145	561	
MVP Repair Services		9,500	9,500
Other Meters to be Repaired and Tested		500	500
National Meter Automation Service		1,000	1,000
Backflow Services		3,510	3,510
Miscellaneous		490	490
TOTAL - Other Contract Services	2145	\$ 15,000	\$ 15,000
<i>Training and Conferences</i>	2155	561	
Pump Class and Misc. Training		1,350	1,350
Backblow Class and Misc. Training		1,200	1,200
Supervisor Seminar and Misc. Training		500	500
Misc. Training		500	500
Backflow Renewal		1,000	1,000
Basic Electricity Class		1,950	1,950
TOTAL - Training and Conferences	2155	\$ 6,500	\$ 6,500
<i>Computer Equipment</i>	2212	561	
Replacement of One Computer		1,500	1,500
Back Up Battery		500	500
TOTAL - Computer Equipment	2212	\$ 2,000	\$ 2,000
<i>Special Department Supplies</i>	2215	561	
Uniforms		6,000	6,000
Rain Gear		1,000	1,000
Boots		1,375	1,375
Safety Gear		625	625
Temporary Construction Signs		3,000	3,000
TOTAL - Special Department Supplies	2215	\$ 12,000	\$ 12,000
<i>Water Meter/Hydrants</i>	2219	561	
Fire Hydrants and Water Meters (as needed)		14,000	14,000
TOTAL - Equipment Rental	2219	\$ 14,000	\$ 14,000

**WATER DISTRIBUTION - 5031
EXPENSE DETAIL**

Description	Object Code	Funding Source	Total Budgeted
<i>Small Tools</i>	<i>2220</i>	<i>561</i>	
Chemical Pump - Rutherford Station		1,600	1,600
Large Shop Vac		450	450
Cutting Blades for Weed Wacker		100	100
Misc. Operation Tools		400	400
Roto Hammer		450	450
Fall Protection Harnesses		200	200
TOTAL - Small Tools	2220	\$ 3,200	\$ 3,200
<i>Maintenance Supplies</i>	<i>2312</i>	<i>561</i>	
Service Repair Parts		16,000	16,000
Road Surface Materials		3,000	3,000
Machined Parts		600	600
Misc. Supplies		8,900	8,900
Cones/Signs/Barricades		500	500
Land Fill Fees		300	300
Oxygen and Acetylene Gas		200	200
Bacteria Lab Tests		1,000	1,000
Emergency Repair Supplies		2,600	2,600
De-Chlorination Tabs		600	600
Water Diffuser Supplies		300	300
TOTAL - Maintenance Supplies	2312	\$ 34,000	\$ 34,000
<i>Maintenance Machine & Equipment</i>	<i>2315</i>	<i>561</i>	
Replacement Battery Hydraulic Unit		120	120
Hydraulic Hose Replacement		80	80
Replace Battery for Electric Hoist Unit		120	120
Misc.		580	580
TOTAL - Maintenance Machine & Equipment	2315	\$ 900	\$ 900
<i>Maintenance Buildings & Grounds</i>	<i>2330</i>	<i>561</i>	
Painting		480	480
Miscellaneous Maintenance		270	270
Repair to Walkway at Lower Reservoir		1,250	1,250
TOTAL - Maintenance Buildings & Grounds	2330	\$ 2,000	\$ 2,000
<i>Capital Equipment</i>	<i>2630</i>	<i>561</i>	
VFD Emergency Replacement		21,000	21,000
Pump Replacement		25,000	25,000
TOTAL - Capital Equipment	2630	\$ 46,000	\$ 46,000

	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
Stonebridge Wells Expense Summary	Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Capital Equipment	-	-	-	-	-	7,000
Communications	1,839	1,316	1,800	1,800	1,800	1,900
Contracts	3,662	1,997	1,300	2,488	2,488	7,100
Dept supplies/services	11,453	9,176	12,800	21,727	21,727	16,500
Equipment Maintenance	295	1,479	15,500	15,500	15,500	16,500
Utilities	48,145	45,430	54,000	54,000	54,000	55,000
Total Expenses	\$ 65,394	\$ 59,399	\$ 85,400	\$ 95,515	\$ 95,515	\$ 104,000

STONEBRIDGE WELLS - 5032 BUDGET							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
561-50-32-21-10	Communications	1,839	1,316	1,800	1,800	1,800	1,900
561-50-32-21-22	Utilities	48,145	45,430	54,000	54,000	54,000	55,000
561-50-32-21-45	Other Contract Services	3,662	1,997	1,300	2,488	2,488	7,100
21	Services	53,647	48,743	57,100	58,288	58,288	64,000
561-50-32-22-15	Special Department Supplies	292	32	500	500	500	500
561-50-32-22-35	Process Chemicals	10,431	8,323	11,400	20,088	20,088	15,000
561-50-32-22-37	Lab Supplies	729	821	900	1,139	1,139	1,000
22	Supplies	11,453	9,176	12,800	21,727	21,727	16,500
561-50-32-23-15	Maint Machine/Equipment	62	-	15,000	15,000	15,000	16,000
561-50-32-23-30	Maint Buildings/Grounds	232	1,479	500	500	500	500
23	Maintenance	295	1,479	15,500	15,500	15,500	16,500
561-50-32-26-70	Capital Imp Equipment	-	-	-	-	-	7,000
26	Capital	-	-	-	-	-	7,000
Grand Total		65,394	59,399	85,400	95,515	95,515	104,000
561	Water Enterprise	65,394	59,399	85,400	95,515	95,515	104,000
Grand Total		\$ 65,394	\$ 59,399	\$ 85,400	\$ 95,515	\$ 95,515	\$ 104,000

STONEBRIDGE WELLS - 5032
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Other Contract Services</i>	2145	561	
Annual Water Tests		7,100	7,100
TOTAL - Other Contract Services	2145	\$ 7,100	\$ 7,100
<i>Process Chemicals</i>	2235	561	
Stonebridge Wells		15,000	15,000
TOTAL - Process Chemicals	2235	\$ 15,000	\$ 15,000
<i>Lab Supplies</i>	2237	561	
Reagents for CL 17		1,000	1,000
TOTAL - Lab Supplies	2237	\$ 1,000	\$ 1,000
<i>Machinery & Equipment Maintenance</i>	2315	561	
Maintenance		14,000	14,000
ERS Annual Filter Inspection		2,000	2,000
TOTAL - Machinery & Equipment Maintenance	2315	\$ 16,000	\$ 16,000
<i>Capital Equipment</i>	2670	561	
Replace Analyzer		4,000	4,000
Intrusion Alarm		3,000	3,000
TOTAL - Capital Equipment	2670	\$ 7,000	\$ 7,000

WATER TREATMENT - 5034 BUDGET SUMMARY						
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Water Treatment Expenses By Fund						
FUND	DEPT					
561	5034	Water Fund	1,891,299	1,941,681	2,183,426	2,226,506
		Total Expenses	\$ 1,891,299	\$ 1,941,681	\$ 2,183,426	\$ 2,226,506
			FY 14/15	FY 15/16	FY 16/17	FY 16/17
			Actual	Actual	Adopted	Adjusted
Water Treatment Expense Summary						
Salary			245,814	270,302	262,543	268,543
Benefits			132,388	137,536	152,077	152,077
Capital Equipment			14,505	4,276	115,000	115,000
Chemicals			46,053	27,308	68,300	76,756
Communications			5,957	6,362	6,000	6,000
Computer Equipment			53	1,145	2,000	2,000
Contracts			19,966	18,270	35,500	37,921
Dept supplies/services			41,584	43,872	44,400	42,287
Equipment Maintenance			39,948	46,899	68,800	97,116
Purchased Water			1,272,770	1,309,917	1,349,019	1,349,019
Training/Conference			3,009	1,020	5,600	5,600
Utilities			58,290	58,558	58,000	58,000
Vehicle Maintenance			10,963	16,214	16,187	16,187
		Total Expenses	\$ 1,891,299	\$ 1,941,681	\$ 2,183,426	\$ 2,226,506

WATER TREATMENT - 5034
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
561	Water Enterprise						
561-50-34-20-10	Salary-Regular	209,464	238,632	249,780	249,780	249,780	260,792
561-50-34-20-20	Temp/Part Time	-	-	-	-	-	-
561-50-34-20-25	Standby	6,850	6,088	6,263	8,763	8,763	6,263
561-50-34-20-30	Overtime	29,500	25,583	6,500	10,000	10,000	16,445
561-50-34-20-40	FICA/Medicare	18,913	20,603	20,231	20,231	20,231	21,881
561-50-34-20-45	Employer PERS	31,780	44,839	45,304	45,304	45,304	18,871
561-50-34-20-47	PERS Unfunded Liability	-	-	-	-	-	30,128
561-50-34-20-50	Employee PERS	2,458	-	-	-	-	-
561-50-34-20-55	Health Insurance	64,170	56,428	70,736	70,736	70,736	86,678
561-50-34-20-61	Workers Comp	11,112	11,382	11,335	11,335	11,335	18,600
561-50-34-20-65	SDI	2,312	2,441	2,363	2,363	2,363	2,597
561-50-34-20-75	Deferred Comp	1,644	1,844	2,108	2,108	2,108	2,750
20	Salaries & Benefits	378,202	407,839	414,620	420,620	420,620	465,005
561-50-34-21-05	Advertising	75	-	-	-	-	-
561-50-34-21-10	Communications	5,957	6,362	6,000	6,000	6,000	6,500
561-50-34-21-15	Postage	1,305	1,578	1,900	1,900	1,900	2,400
561-50-34-21-22	Utilities	58,290	58,558	58,000	58,000	58,000	63,000
561-50-34-21-25	Equipment Rental	-	-	2,000	2,000	2,000	2,000
561-50-34-21-30	Professional Contracts	442	-	-	-	-	-
561-50-34-21-40	Professional Fees	-	-	-	-	-	-
561-50-34-21-43	Penalties and Fines	-	-	-	-	-	-
561-50-34-21-45	Other Contract Services	19,524	18,270	35,500	37,921	37,921	35,500
561-50-34-21-53	Memberships & Publications	1,241	215	900	900	900	900
561-50-34-21-55	Training & Conference	3,009	1,020	5,400	5,400	5,400	5,400
561-50-34-21-60	Other Travel	-	-	200	200	200	200
21	Services	89,843	86,004	109,900	112,321	112,321	115,900
561-50-34-22-07	Copies	23	2,516	2,500	-	-	2,500
561-50-34-22-12	Computer Equipment	53	1,145	2,000	2,000	2,000	2,000
561-50-34-22-13	Office Supplies	784	289	550	550	550	550
561-50-34-22-15	Special Department Supplies	16,616	2,803	6,800	6,800	6,800	6,800
561-50-34-22-20	Small Tools	22	209	250	250	250	250
561-50-34-22-25	Fuel/Oil	714	22	1,400	1,400	1,400	1,500
561-50-34-22-32	Purchase Water	1,272,770	1,309,917	1,349,019	1,349,019	1,349,019	1,390,000
561-50-34-22-35	Process Chemicals	46,053	27,308	68,300	76,756	76,756	80,000
561-50-34-22-37	Lab Supplies	9,499	8,612	9,800	10,187	10,187	11,000
22	Supplies	1,346,533	1,352,821	1,440,619	1,446,962	1,446,962	1,494,600
561-50-34-23-11	Maint Office Equip	-	-	250	250	250	250
561-50-34-23-12	Maintenance Supplies	-	38	-	-	-	-
561-50-34-23-15	Maint Machine/Equipment	30,253	44,560	55,650	83,966	83,966	83,900
561-50-34-23-30	Maint Buildings/Grounds	9,695	2,339	12,900	12,900	12,900	13,000
561-50-34-23-50	Vehicle Alloc Expense	10,249	16,193	14,787	14,787	14,787	15,478
23	Maintenance	50,197	63,129	83,587	111,903	111,903	112,628
561-50-34-24-25	Taxes & Other Charges	12,019	27,612	19,700	19,700	19,700	20,000
24	Taxes, Insurances & Contributi	12,019	27,612	19,700	19,700	19,700	20,000
561-50-34-26-30	Capital Equipment	8,605	-	35,000	35,000	35,000	68,000
561-50-34-26-70	Capital Imp Equipment	5,900	4,276	80,000	80,000	80,000	80,000
26	Capital	14,505	4,276	115,000	115,000	115,000	148,000

WATER TREATMENT - 5034
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
Grand Total		1,891,299	1,941,681	2,183,426	2,226,506	2,226,506	2,356,133
561	Water Enterprise	1,891,299	1,941,681	2,183,426	2,226,506	2,226,506	2,356,133
Grand Total		\$ 1,891,299	\$ 1,941,681	\$ 2,183,426	\$ 2,226,506	\$ 2,226,506	\$ 2,356,133

**WATER TREATMENT - 5034
EXPENSE DETAIL**

Description	Object Code	Funding Source	Total Budgeted
<i>Equipment Rental</i>	<i>2125</i>	<i>561</i>	
Various Tools (Air Compressor, Jackhammer)		2,000	2,000
<i>TOTAL - Equipment Rental</i>	<i>2125</i>	<i>\$ 2,000</i>	<i>\$ 2,000</i>
<i>Other Contract Services</i>	<i>2145</i>	<i>561</i>	
Water Testing		15,500	15,500
CCCF Crews for Spillway and Dam Maintenance		2,000	2,000
Upper Valley Disposal Sludge Removal		6,500	6,500
Clean Harbors, Dispose of Waste		2,000	2,000
		700	700
Corrpro Inspct Tank #2 Cathodic Protection			
ERS Filter Surveillance		7,000	7,000
HVAC Maintenance		1,800	1,800
<i>TOTAL - Other Contract Services</i>	<i>2145</i>	<i>\$ 35,500</i>	<i>\$ 35,500</i>
<i>Memberships & Publications</i>	<i>2153</i>	<i>561</i>	
Operator Certification		700	700
Wine Country Water Works		200	200
<i>TOTAL - Memberships & Publications</i>	<i>2153</i>	<i>\$ 900</i>	<i>\$ 900</i>
<i>Training and Conferences</i>	<i>2155</i>	<i>561</i>	
AWWA Conference (Spring & Fall)		4,600	4,600
Miscellaneous Training		800	800
<i>TOTAL - Training and Conferences</i>	<i>2155</i>	<i>\$ 5,400</i>	<i>\$ 5,400</i>
<i>Computer Equipment</i>	<i>2212</i>	<i>561</i>	
Computer Replacement		2,000	2,000
<i>TOTAL - Computer Equipment</i>	<i>2212</i>	<i>\$ 2,000</i>	<i>\$ 2,000</i>
<i>Special Department Supplies</i>	<i>2215</i>	<i>561</i>	
Uniforms		1,900	1,900
Safety Equipment, Boots, Other		3,400	3,400
Misc. Machinery and Equipment		1,500	1,500
<i>TOTAL - Special Department Supplies</i>	<i>2215</i>	<i>\$ 6,800</i>	<i>\$ 6,800</i>
<i>Process Chemicals</i>	<i>2235</i>	<i>561</i>	
Alum		17,000	17,000
Copper Sulfate		17,000	17,000
NaOH		11,000	11,000
NaOCl		11,000	11,000

WATER TREATMENT - 5034
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
Non-Ionic Polymer		2,500	2,500
Ascorbic Acid		1,500	1,500
NaMNO4		12,000	12,000
PO4		6,500	6,500
Sodium Sulfite		1,500	1,500
TOTAL - Process Chemicals	2235	\$ 80,000	\$ 80,000
<i>Machinery & Equipment Maintenance</i>	<i>2315</i>	<i>561</i>	
Annual Maintenance & Machine Service		83,900	83,900
TOTAL - Machinery & Equipment Maintenance	2315	\$ 83,900	\$ 83,900
<i>Taxes and Other Charges</i>	<i>2425</i>	<i>561</i>	
CDPH System Fees		19,000	19,000
BAAQMD Generator Permit Fee		1,000	1,000
TOTAL - Taxes and Other Charges	2524	\$ 20,000	\$ 20,000
<i>Capital Equipment</i>	<i>2630</i>	<i>561</i>	
Turbidimeter		6,500	6,500
Flocculator Gear Drive		20,000	20,000
Chlorine Analyzer		6,500	6,500
Vehicle		35,000	35,000
TOTAL - Capital Equipment	2630	\$ 68,000	\$ 68,000
<i>Capital Improvement Equipment</i>	<i>2670</i>	<i>561</i>	
10" Flow Regulating Glove Valve @ BPS		40,000	40,000
Repair 10" Clearwell Fill Pipe Clamp		40,000	40,000
Bolts/Recoat Piping in Clearwell			
TOTAL - Capital Improvement Equipment	2670	\$ 80,000	\$ 80,000

WASTE WATER ENTERPRISE FUND

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private enterprises where the intent of the City is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The fund includes:

Wastewater Enterprise Utility Fund (571) – accounts for sewage collection and treatment activities associated with the City's water system.

Wastewater Capital Projects (773) – used to account for costs associated with large capital projects of the sewer fund.

Wastewater Impact Fees (774) – accounts for connection charges paid by new users of the sewer system. Fees collected are to be used for the costs of constructing and improving the Wastewater Treatment Plant and Sewer Collection System only.



WASTEWATER

PURPOSE

Wastewater Collection (5020) - The Wastewater Collection (Sewer) Division of the Public Works Department operates and maintains the wastewater collection system and related equipment throughout the City. Staffing and equipment for this division has historically been shared with Streets and Storm Drains. An ongoing maintenance program includes sewer main and lateral lining to reduce root maintenance and infiltration/inflow to the system. The user fees from Sewer Enterprise Fund provide the Division's funding. Capital improvements are described and funded separately.

Wastewater Treatment (5029) - The Wastewater Treatment Plant Division in the Public Works Department is responsible for the treatment and disposition of the City's wastewater. During the dry season, the plant treats an average of approximately 0.4 million gallons per day (MGD). Peak winter flows exceed 3 MGD. The facility is operated by three State certified wastewater treatment operators with additional staffing from cross-certified Water Treatment Plant personnel. The budget unit is primarily funded by wastewater user fees.

2016-17 ACHIEVEMENTS

WASTEWATER COLLECTION

- Cleaned three miles of sewer mains and several hundred feet of sewer laterals
- Submitted discharge reports and required to the Stat after significant storm events

WASTEWATER TREATMENT

- Completed and obtained Water Board approval of WWTP Upgrade Feasibility Study (anticipated)
- All new standard operating procedures written for the WWTP operation, lab procedures, Crinella Pump Station
- Rebuilt two primary pond brush aerators and two main plant influent pumps
- Completed upgrades to the Ascorbic Acid System
- Updated MSDS papers – 300 items, 1,300 pages
- Completed upgrades to the force main at the Crinella Pump Station through development of the Las Alcobas Hotel

2017-18 GOALS AND OBJECTIVES

WASTEWATER COLLECTION

- Continue identification and repair of both wet-weather and dry-weather sources of inflow and infiltration
- Improve the industrial source outreach, education, and inspection program
- Continue with a Wastewater Collection Training Program

WASTEWATER TREATMENT

- Complete workplan for Wastewater Treatment and Reclamation Plant upgrades
- Continue to prioritize and implement high priority improvements to all Wastewater facilities
- Irrigation field improvements
- Upgrade disinfection and dechlorination systems

WASTEWATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjstuted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
NON-DEPARTMENTAL							
571	Sewer Enterprise						
571-40-00-21-10	Communication	2,046	1,147	1,400	1,400	1,400	1,600
571-40-00-21-15	Postage	177	779	200	200	200	200
571-40-00-21-27	Equipment Lease Exp	5,626	6,099	7,146	7,146	7,146	9,500
571-40-00-21-30	Professional Contracts	-	21,024	21,667	21,667	21,667	-
571-40-00-21-45	Other Contract Services	3,389	421	2,599	2,599	2,599	2,700
571-40-00-21-46	Web Site Design	-	-	-	3,300	3,300	-
571-40-00-21-55	Training & Conference	-	-	-	-	-	-
571-40-45-21-30	Professional Contracts	-	-	-			
571-40-45-21-40	Professional Fees	6,009	4,555	5,000	5,000	5,000	5,000
21	Services	17,247	34,025	38,012	41,312	41,312	19,000
571-40-00-22-07	Copies	2,689	3,843	3,000	3,000	3,000	6,500
571-40-00-22-12	Computer Equipment	725	2,605	5,642	5,642	5,642	2,000
571-40-00-22-13	Office Supplies	1,067	1,393	1,300	1,300	1,300	1,000
571-40-00-22-15	Special Department Supplies	-	652	1,100	1,100	1,100	1,200
22	Supplies	4,480	8,493	11,042	11,042	11,042	10,700
571-40-00-23-35	Software Maintenance	5,540	2,693	3,000	1,528	1,528	-
23	Maintenance	5,540	2,693	3,000	1,528	1,528	-
571-40-00-24-25	Taxes & Other Charges	-	-	-	-	-	-
571-40-00-24-45	REMIF/Block Party Insurance	58,583	42,210	83,467	83,467	83,467	91,450
24	Taxes, Insurances & Contributi	58,583	42,210	83,467	83,467	83,467	91,450
571-40-45-25-05	Retire Principal	-	-	135,870	135,870	135,870	144,900
571-40-45-25-15	Interest Expense	41,398	119,235	117,007	117,007	117,007	111,400
25	Debt	41,398	119,235	252,877	252,877	252,877	256,300
571-40-00-29-20	Fixed Asset Adjustments	-	-	-	-	-	-
571-40-00-29-99	Transfer to other Funds	1,541,664	352,633	-	80,849	80,849	30,280
29	Transfers	1,541,664	352,633	-	80,849	80,849	30,280
NON-DEPARTMENTAL TOTAL		1,668,913	559,288	388,398	471,075	471,075	407,730
CITY COUNCIL							
571-41-00-20-20	Temp/Part Time	3,600	3,600	2,700	2,700	2,700	2,700
571-41-00-20-40	FICA/Medicare	390	404	275	275	275	275
571-41-00-20-45	Employer PERS	495	728	684	684	684	162
571-41-00-20-50	Employee PERS	-	-	-	-	-	259
571-41-00-20-55	Health Insurance	187	191	181	181	181	200
571-41-00-20-75	Deferred Comp	18,397	18,802	19,347	19,347	19,347	8,094
20	Salaries & Benefits	1,599	1,779	979	979	979	979
		24,668	25,504	24,166	24,166	24,166	12,669
CITY COUNCIL TOTAL		24,668	25,504	24,166	24,166	24,166	12,669
CITY MANAGER							
571-42-00-20-10	Salary-Regular	58,942	78,770	90,658	90,658	90,658	37,976
571-42-00-20-20	Temp/Part-time salary	-	-	-	-	-	-
571-42-00-20-30	Overtime	159	-	-	-	-	-
571-42-00-20-40	FICA/Medicare	4,587	5,162	6,083	6,083	6,083	2,135
571-42-00-20-45	Employer PERS	4,753	11,185	16,393	16,393	16,393	2,355
571-42-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	3,759

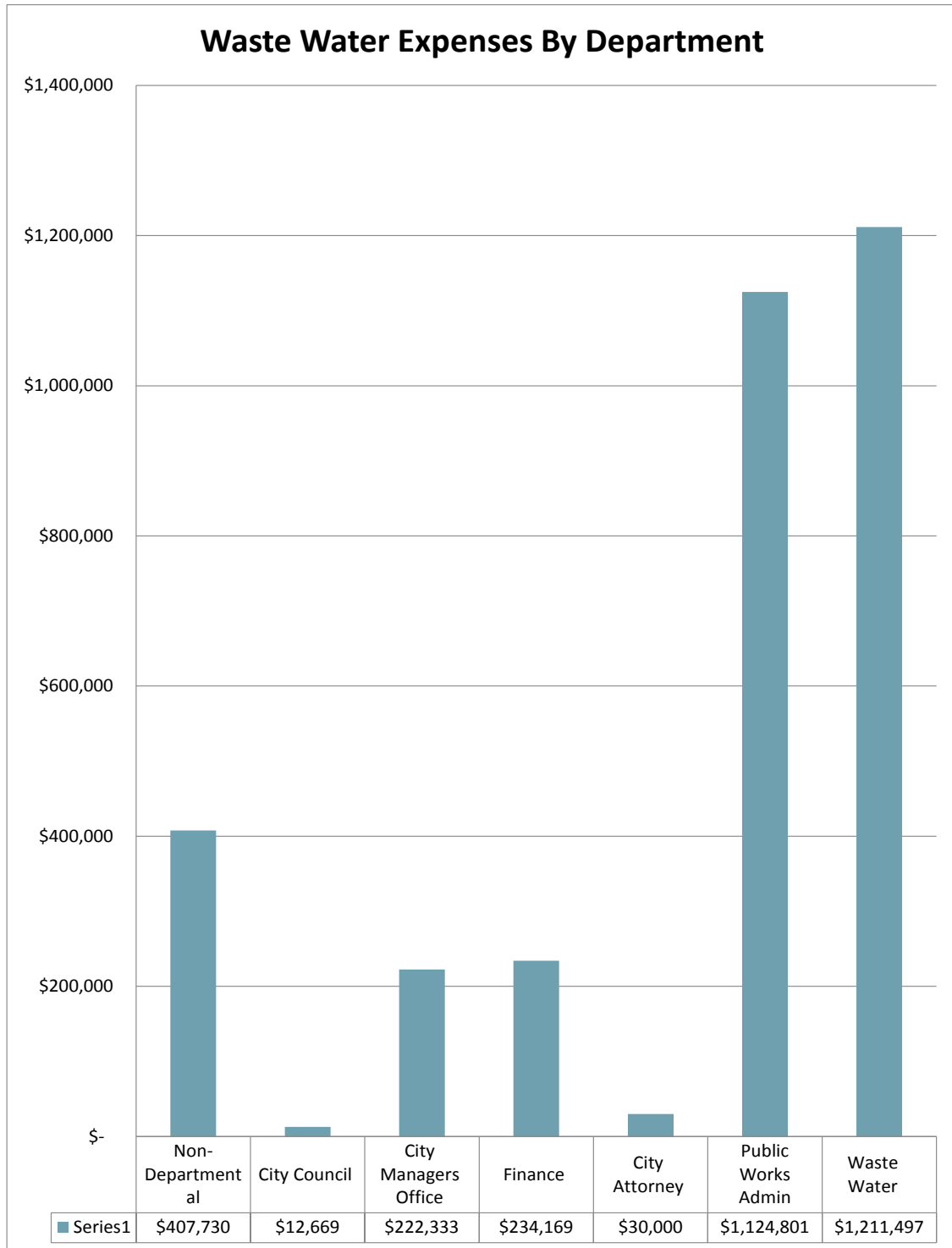
WASTEWATER OPERATIONS
BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjsuted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
571-42-00-20-50	Employee PERS	361	-	-	-	-	-
571-42-00-20-55	Health Insurance	6,519	12,533	17,345	17,345	17,345	5,858
571-42-00-20-61	Workers Comp	182	2,881	2,645	2,645	2,645	886
571-42-00-20-65	SDI	564	557	631	631	631	200
571-42-00-20-75	Deferred Comp	924	1,364	1,764	1,764	1,764	511
571-42-00-20-85	Auto Allowance	1,887	2,039	2,400	2,400	2,400	1,200
571-42-00-20-89	Charity Event Reimbursement	-	-	375	375	375	-
571-42-00-20-97	Housing Allowance	-	-	-	-	-	-
571-42-10-20-10	Salary-Regular	-	-	-	-	-	24,738
571-42-10-20-20	Temp/Part-time salary	-	-	-	-	-	-
571-42-10-20-30	Overtime	-	-	-	-	-	-
571-42-10-10-40	FICA/Medicare	-	-	-	-	-	1,948
571-42-10-20-45	Employer PERS	-	-	-	-	-	1,458
571-42-10-20-47	PERS Unfunded Liabilities	-	-	-	-	-	2,328
571-42-10-20-55	Health Insurance	-	-	-	-	-	8,937
571-42-10-20-61	Workers Comp	-	-	-	-	-	1,329
571-42-10-20-65	SDI	-	-	-	-	-	202
571-42-10-20-75	Deferred Comp	-	-	-	-	-	751
571-42-10-20-85	Auto Allowance	-	-	-	-	-	720
571-42-20-20-10	Salary-Regular	-	-	-	-	-	46,531
571-42-20-20-20	Temp/Part-time salary	-	-	-	-	-	-
571-42-20-20-40	FICA/Medicare	-	-	-	-	-	3,517
571-42-20-20-45	Employer PERS	-	-	-	-	-	3,618
571-42-20-20-47	PERS Unfunded Liabilities	-	-	-	-	-	5,776
571-42-20-20-55	Health Insurance	-	-	-	-	-	10,882
571-42-20-20-61	Workers Comp	-	-	-	-	-	1,771
571-42-20-20-65	SDI	-	-	-	-	-	377
571-42-20-20-75	Deferred Comp	-	-	-	-	-	1,002
571-42-20-20-85	Auto Allowance	-	-	-	-	-	960
20	Salaries & Benefits	78,876	114,490	138,294	138,294	138,294	171,725
571-42-00-21-30	Professional Contracts	-	-	500	500	500	-
571-42-00-21-45	Other Contract Services	-	-	7,833	7,833	7,833	2,000
571-42-00-21-55	Training & Conference	-	-	300	300	300	300
571-42-00-21-56	Admin Recruitment	-	-	2,750	2,750	2,750	-
571-42-10-21-45	Other Contract Services	-	-	-	-	-	9,238
571-42-10-21-55	Training & Conference	-	-	-	-	-	600
571-42-20-21-05	Advertising	-	-	-	-	-	700
571-42-20-21-30	Professional Contracts	-	-	-	-	-	26,670
571-42-20-21-45	Other Contract Services	-	-	-	-	-	-
571-42-20-21-55	Training & Conference	-	-	-	-	-	400
571-42-20-21-56	Admin Recruitment	-	-	-	-	-	1,500
21	Services	-	-	11,383	11,383	11,383	41,408
571-42-00-22-12	Computer Equipment	-	636	200	200	200	-
571-42-00-22-15	Special Dept. Supplies	-	76	-	-	-	-
571-42-10-22-12	Computer Equipment	-	-	-	-	-	3,000
571-42-20-22-13	Office Supplies	-	-	-	-	-	700
571-42-20-22-15	Special Dept. Supplies	-	-	-	-	-	1,500
22	Supplies	-	711	200	200	200	5,200
571-42-00-23-35	Software Maintenance	-	1,350	1,416	1,416	1,416	-
571-42-20-23-35	Software Maintenance	-	-	-	-	-	4,000
23	Maintenance	-	1,350	1,416	1,416	1,416	4,000

WASTEWATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjstuted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
CITY MANAGER TOTAL		78,876	116,552	151,293	151,293	151,293	222,333
FINANCE							
571-43-00-20-10	Salary-Regular	79,390	82,148	91,768	91,768	91,768	108,376
571-43-00-20-20	Temp/Part Time	-	1,482	-	-	-	2,000
571-43-00-20-30	Overtime	785	127	-	-	-	2,000
571-43-00-20-40	FICA/Medicare	6,221	6,399	7,164	7,164	7,164	8,249
571-43-00-20-45	Employer PERS	10,141	10,194	14,982	14,982	14,982	6,533
571-43-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	10,431
571-43-00-20-50	Employee PERS	1,967	-	-	-	-	-
571-43-00-20-61	Workers Comp	4,119	4,482	4,772	4,772	4,772	6,205
571-43-00-20-65	SDI	766	747	806	806	806	930
571-43-00-20-71	Unemployment	-	-	-	-	-	-
571-43-00-20-75	Deferred Comp	1,597	1,848	2,033	2,033	2,033	1,908
571-43-00-20-85	Auto Allowance	1,239	1,504	1,519	1,519	1,519	1,249
571-43-00-20-89	Charity Event Reimbursement	-	-	480	480	480	-
20	<i>Salaries & Benefits</i>	<i>131,609</i>	<i>127,856</i>	<i>143,380</i>	<i>143,380</i>	<i>143,380</i>	<i>165,182</i>
571-43-00-21-05	Advertising	-	-	-	-	-	-
571-43-00-21-10	Communications	-	382	485	485	485	500
571-43-00-21-15	Postage	11,563	11,725	11,000	11,000	11,000	11,000
571-43-00-21-25	Equipment Rental	-	-	-	-	-	-
571-43-00-21-27	Equipment Lease Exp	-	-	-	-	-	-
571-43-00-21-30	Professional Contracts	2,760	4,958	3,500	3,885	3,885	3,700
571-43-00-21-40	Professional Fees	-	-	-	-	-	-
571-43-00-21-42	Banking Fees	10,969	11	12,500	12,500	12,500	14,000
571-43-00-21-44	Online Transaction Fee	1,930	13,260	2,400	2,400	2,400	2,500
571-43-00-21-45	Other Contract Services	13,689	2,400	12,964	62,839	62,839	12,350
571-43-00-21-53	Memberships & Publications	222	27,524	637	637	637	1,140
571-43-00-21-55	Training & Conference	260	137	2,280	2,280	2,280	4,047
571-43-00-21-60	Other Travel	14	1,958	-	-	-	-
21	<i>Services</i>	<i>41,408</i>	<i>62,354</i>	<i>45,766</i>	<i>96,026</i>	<i>96,026</i>	<i>49,237</i>
571-43-00-22-07	Copies	-	-	-	-	-	-
571-43-00-22-12	Computer Equipment	-	1,776	450	735	735	1,500
571-43-00-22-13	Office Supplies	1,201	983	1,000	1,000	1,000	1,700
571-43-00-22-15	Special Department Supplies	2,315	1,896	3,500	3,500	3,500	3,700
22	<i>Supplies</i>	<i>3,516</i>	<i>4,655</i>	<i>4,950</i>	<i>5,235</i>	<i>5,235</i>	<i>6,900</i>
571-43-00-23-15	Maint Machine/Equipment	-	-	500	500	500	600
571-43-00-23-35	Software Maintenance	15,882	285	8,081	8,081	8,081	9,250
23	<i>Maintenance</i>	<i>15,882</i>	<i>285</i>	<i>8,581</i>	<i>8,581</i>	<i>8,581</i>	<i>9,850</i>
571-43-00-24-25	Taxes & Other Charges	1,402	1,477	1,500	1,500	1,500	2,000
24	<i>Taxes, Insurances & Contributi</i>	<i>1,402</i>	<i>1,477</i>	<i>1,500</i>	<i>1,500</i>	<i>1,500</i>	<i>2,000</i>
571-43-00-26-40	Furniture & Fixtures	162	-	225	225	225	1,000
26	<i>Capital</i>	<i>162</i>	<i>-</i>	<i>225</i>	<i>225</i>	<i>225</i>	<i>1,000</i>
FINANCE TOTAL		193,978	196,627	204,402	254,947	254,947	234,169
CITY ATTORNEY							
571-44-00-21-30	Professional Contracts	138,173	181,595	15,000	15,000	15,000	15,000
571-44-00-21-32	Litigation	-	-	-	-	-	15,000
571-44-00-21-45	Other Contract Services	-	-	-	-	-	-

WASTEWATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjsuted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
21	Services	138,173	181,595	15,000	15,000	15,000	30,000
CITY ATTORNEY TOTAL		138,173	181,595	15,000	15,000	15,000	30,000
PUBLIC WORKS ADMIN							
571-50-00-20-10	Salary-Regular	105,069	129,187	176,725	176,725	176,725	171,307
571-50-00-20-20	Temp/Part Time	-	-	-	-	-	-
571-50-00-20-30	Overtime	-	96	-	-	-	300
571-50-00-20-37	Holiday Pay	-	-	-	-	-	-
571-50-00-20-40	FICA/Medicare	8,180	9,262	12,826	12,826	12,826	12,772
571-50-00-20-45	Employer PERS	12,798	19,573	26,580	26,580	26,580	10,616
571-50-00-20-47	PERS Unfunded Liabilities	-	-	-	-	-	16,949
571-50-00-20-50	Employee PERS	2,539	-	-	-	-	-
571-50-00-20-55	Health Insurance	20,235	28,849	45,935	45,935	45,935	35,603
571-50-00-20-61	Workers Comp	5,103	4,980	6,833	6,833	6,833	9,300
571-50-00-20-65	SDI	1,012	1,029	1,454	1,454	1,454	1,419
571-50-00-20-71	Unemployment	-	-	-	-	-	-
571-50-00-20-75	Deferred Comp	2,055	2,861	4,140	4,140	4,140	3,169
571-50-00-20-85	Auto Allowance	1,747	2,636	3,840	3,840	3,840	2,880
571-50-00-20-89	Charity Event Reimbursment	-	-	675	675	675	-
20	Salaries & Benefits	158,738	198,472	279,008	279,008	279,008	264,315
571-50-00-21-05	Advertising	-	278	-	-	-	-
571-50-00-21-10	Communications	246	984	1,200	1,200	1,200	1,400
571-50-00-21-15	Postage	333	442	600	600	600	600
571-50-00-21-27	Equipment Lease Exp	1,935	2,296	2,100	2,100	2,100	-
571-50-00-21-30	Professional Contracts	12,571	43,421	69,000	80,839	80,839	70,000
571-50-00-21-40	Professional Fees	743	743	-	-	-	-
571-50-00-21-45	Other Contract Services	2,198	-	-	-	-	-
571-50-00-21-53	Memberships & Publications	1,391	1,381	1,385	1,385	1,385	1,385
571-50-00-21-55	Training & Conference	244	846	4,623	4,623	4,623	4,700
21	Services	19,660	50,390	78,908	90,747	90,747	78,085
571-50-00-22-07	Copies	1,106	354	500	500	500	-
571-50-00-22-12	Computer Equipment	559	96	500	500	500	500
571-50-00-22-13	Office Supplies	303	150	400	400	400	500
571-50-00-22-15	Special Department Supplies	263	195	800	800	800	900
571-50-00-22-20	Small Tools	-	-	-	-	-	-
571-50-00-23-35	Software Maintenance	90	98	200	200	200	200
22	Supplies	2,322	893	2,400	2,400	2,400	2,100
571-50-00-24-25	Taxes & Other Charges	4,786	-	5,000	5,000	5,000	5,000
24	Taxes, Insurances & Contributi	4,786	-	5,000	5,000	5,000	5,000
571-50-00-26-30	Capital Equipment	-	-	-	-	-	-
571-50-00-26-40	Furniture & Fixtures	-	-	1,700	1,700	1,700	2,700
571-50-00-26-70	Capital Imp Equipment	-	-	-	-	-	-
26	Capital	-	-	1,700	1,700	1,700	2,700
571-50-00-29-20	Fixed Asset Adjustments	-	-	-	1	1	-
571-50-00-29-99	Transfer to Other Funds	-	-	-	-	-	772,601
29	Transfers	-	-	-	1	1	772,601
571-50-00-99-99	Contra Account fixed assets	(32,935)	(1,013)	-	-	-	-
99	Contra Account fixed assets	(32,935)	(1,013)	-	-	-	-

WASTEWATER OPERATIONS BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS							
Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
PUBLIC WORKS ADMIN TOTAL		152,571	248,742	367,016	378,856	378,856	1,124,801
GRAND TOTAL WASTE WATER OPERATIONS PROPOSED BUDGETS		2,257,179	1,328,307	1,150,274	1,295,336	1,295,336	2,031,702



WASTEWATER COLLECTION - 5020 BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Wastewater Collection Expenses By Fund								
FUND	DEPT							
571	5020	Wastewater Enterprise	211,237	265,644	133,625	133,625	133,625	145,845
		Total Expenses	\$ 211,237	\$ 265,644	\$ 133,625	\$ 133,625	\$ 133,625	\$ 145,845

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Wastewater Collection Expense Summary								
Salary			127,042	83,768	66,965	66,965	66,965	75,358
Benefits			64,443	42,273	36,211	36,211	36,211	36,478
Capital Equipment			-	116,855	-	-	-	-
Communications			244	254	400	400	400	400
Dept supplies/services			9,693	11,939	13,350	13,350	13,350	14,050
Equipment Maintenance			2,222	723	7,800	7,800	7,800	7,800
Training/Conference			1,163	254	970	970	970	1,600
Utilities			2,795	3,833	3,000	3,000	3,000	5,000
Vehicle Maintenance			3,637	5,746	4,929	4,929	4,929	5,159
Total Expenses			\$ 211,237	\$ 265,644	\$ 133,625	\$ 133,625	\$ 133,625	\$ 145,845

WASTEWATER COLLECTION - 5020
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
571-50-20-20-10	Salary-Regular	120,361	80,363	64,065	64,065	64,065	69,458
571-50-20-20-25	Standby	1,740	1,104	2,900	2,900	2,900	2,900
571-50-20-20-30	Overtime	4,941	2,302	-	-	-	3,000
571-50-20-20-40	FICA/Medicare	9,811	6,462	4,942	4,942	4,942	5,811
571-50-20-20-45	Employer PERS	17,574	14,839	13,051	13,051	13,051	4,582
571-50-20-20-47	PERS Unfunded Liability	-	-	-	-	-	7,316
571-50-20-20-50	Employee PERS	1,409	-	-	-	-	-
571-50-20-20-55	Health Insurance	25,838	15,191	13,622	13,622	13,622	13,003
571-50-20-20-61	Workers Comp	7,290	4,268	3,400	3,400	3,400	4,429
571-50-20-20-65	SDI	1,212	760	603	603	603	678
571-50-20-20-75	Deferred Comp	1,308	753	593	593	593	659
20	Salaries & Benefits	191,484	126,041	103,176	103,176	103,176	111,836
571-50-20-21-10	Communications	244	254	400	400	400	400
571-50-20-21-22	Utilities	2,795	3,833	3,000	3,000	3,000	5,000
571-50-20-21-53	Memberships & Publications	235	-	800	800	800	1,500
571-50-20-21-55	Training & Conference	1,163	254	470	470	470	1,100
571-50-20-21-60	Other Travel	-	-	500	500	500	500
21	Services	4,436	4,341	5,170	5,170	5,170	8,500
571-50-20-22-15	Special Department Supplies	8,918	11,887	12,550	12,550	12,550	12,550
571-50-20-22-20	Small Tools	-	-	-	-	-	-
22	Supplies	8,918	11,887	12,550	12,550	12,550	12,550
571-50-20-23-12	Maintenance Supplies	540	52	-	-	-	-
571-50-20-23-15	Maint Machine/Equipment	2,215	719	7,800	7,800	7,800	7,800
571-50-20-23-30	Maint Buildings/Grounds	8	4	-	-	-	-
571-50-20-23-50	Vehicle Alloc Expense	3,637	5,746	4,929	4,929	4,929	5,159
23	Maintenance	6,399	6,520	12,729	12,729	12,729	12,959
571-50-20-26-30	Capital Equipment	-	12,254	-	-	-	-
571-50-20-26-50	Capital Imp Land	-	104,601	-	-	-	-
26	Capital	-	116,855	-	-	-	-
Grand Total		211,237	265,644	133,625	133,625	133,625	145,845
571	Sewer Enterprise	211,237	265,644	133,625	133,625	133,625	145,845
Grand Total		\$ 211,237	\$ 265,644	\$ 133,625	\$ 133,625	\$ 133,625	\$ 145,845

WASTEWATER COLLECTION - 5020
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Memberships & Publications</i>	<i>2153</i>	<i>571</i>	
Books		\$ 200	\$ 200
CWEA Exam		\$ 600	\$ 600
CWEA Membership, E-8, E-11, E-6		\$ 700	\$ 700
TOTAL - Memberships & Publications	2153	\$ 1,500	\$ 1,500
<i>Training & Conference</i>	<i>2155</i>	<i>571</i>	
Vactor Operator Training		\$ 400	\$ 400
CWEA CEU's		\$ 700	\$ 700
TOTAL - Training & Conference	2155	\$ 1,100	\$ 1,100
<i>Special Department Supplies</i>	<i>2215</i>	<i>571</i>	
Misc. Supplies		\$ 800	\$ 800
Nozzles & Hooks		\$ 630	\$ 630
Gloves		\$ 260	\$ 260
Trench Restore		\$ 185	\$ 185
Root Killer		\$ 500	\$ 500
Drill Bits		\$ 100	\$ 100
Signs		\$ 300	\$ 300
Boots		\$ 275	\$ 275
Vehicle Supplies (lights, strobes, radios)		\$ 2,300	\$ 2,300
Sewer Repair Supplies		\$ 7,200	\$ 7,200
TOTAL - Special Department Supplies	2215	\$ 12,550	\$ 12,550
<i>Machinery & Equipment Maintenance</i>	<i>2315</i>	<i>571</i>	
Maintenance as Needed		\$ 500	\$ 500
Video Camera		\$ 2,000	\$ 2,000
Gas Detector Sensors		\$ 300	\$ 300
Vactor Truck		\$ 4,000	\$ 4,000
Large Rodder - Towable Rod, Bits, and Maintenance		\$ 1,000	\$ 1,000
TOTAL - Machinery & Equipment Maintenance	2315	\$ 7,800	\$ 7,800

WASTEWATER TREATMENT - 5029 BUDGET SUMMARY

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Wastewater Treatment Expenses By Fund								
FUND	DEPT							
571	5029	Wastewater	619,188	1,012,116	774,033	805,626	842,055	1,065,652
Total Expenses			\$ 619,188	\$ 1,012,116	\$ 774,033	\$ 805,626	\$ 842,055	\$ 1,065,652

			FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
			Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Wastewater Treatment Expense Summary								
Salary			196,829	257,975	254,843	254,843	254,843	317,690
Benefits			114,659	125,275	128,653	128,653	128,653	164,684
Capital Equipment			817	10,930	100,000	77,761	77,761	145,000
Communications			3,111	1,904	3,000	3,000	3,000	3,200
Computer Equipment			-	1,192	2,200	2,200	2,200	2,200
Contracts			96,106	40,715	25,000	32,127	32,127	75,000
Dept supplies/services			23,574	29,460	34,850	34,850	34,850	38,400
Equipment Maintenance			76,835	121,272	90,000	58,135	58,135	80,000
Training/Conference			2,171	3,185	3,700	3,700	3,700	4,000
Penalties and Fines			-	290,177	-	15,000	15,000	-
Chemicals			6,356	22,918	25,000	88,571	125,000	125,000
Utilities			80,171	84,518	90,000	90,000	90,000	93,000
Vehicle Maintenance			18,558	22,593	16,787	16,787	16,787	17,478
Total Expenses			\$ 619,188	\$ 1,012,116	\$ 774,033	\$ 805,626	\$ 842,055	\$ 1,065,652

WASTEWATER TREATMENT - 5029
BUDGET

Account Number	Description	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Adopted	FY 16/17 Adjusted	FY 16/17 Estimated Year End	FY 17/18 Proposed
571	Sewer Enterprise						
571-50-29-20-10	Salary-Regular	176,189	237,518	242,080	242,080	242,080	297,927
571-50-29-20-20	Temp/Part Time	-	-	-	-	-	-
571-50-29-20-25	Standby	6,175	6,425	6,263	6,263	6,263	6,263
571-50-29-20-30	Overtime	14,465	14,032	6,500	6,500	6,500	13,500
571-50-29-20-40	FICA/Medicare	18,398	19,187	19,633	19,633	19,633	24,487
571-50-29-20-45	Employer PERS	32,013	43,996	44,185	44,185	44,185	20,490
571-50-29-20-47	PERS Unfunded Liabilities	-	-	-	-	-	32,712
571-50-29-20-50	Employee PERS	2,533	-	-	-	-	-
571-50-29-20-55	Health Insurance	46,345	47,842	48,474	48,474	48,474	65,485
571-50-29-20-61	Workers Comp	10,936	10,670	12,090	12,090	12,090	15,943
571-50-29-20-65	SDI	2,254	2,229	2,294	2,294	2,294	2,927
571-50-29-20-75	Deferred Comp	1,313	1,350	1,977	1,977	1,977	2,640
571-50-29-20-96	Education Reimbursement	868	-	-	-	-	-
20	Salaries & Benefits	311,489	383,250	383,496	383,496	383,496	482,374
571-50-29-21-10	Communications	3,111	1,904	3,000	3,000	3,000	3,200
571-50-29-21-15	Postage	4	115	175	175	175	200
571-50-29-21-22	Utilities	80,171	84,518	90,000	90,000	90,000	93,000
571-50-29-21-25	Equipment Rental	2,764	1,167	3,000	3,000	3,000	3,000
571-50-29-21-27	Equipment Lease Exp	-	-	-	-	-	-
571-50-29-21-30	Professional Contracts	27,015	-	-	-	-	-
571-50-29-21-43	Fines & Penalties	-	290,177	-	15,000	15,000	-
571-50-29-21-45	Other Contract Services	69,091	40,715	25,000	32,127	32,127	75,000
571-50-29-21-53	Memberships & Publications	1,112	360	75	75	75	100
571-50-29-21-55	Training & Conference	2,171	3,185	3,700	3,700	3,700	4,000
571-50-29-21-60	Other Travel	-	-	-	-	-	-
21	Services	185,440	422,142	124,950	147,077	147,077	178,500
571-50-29-22-12	Computer Equipment	-	1,192	2,200	2,200	2,200	2,200
571-50-29-22-13	Office Supplies	567	187	300	450	450	500
571-50-29-22-15	Special Department Supplies	5,101	5,893	5,300	5,300	5,300	5,600
571-50-29-22-20	Small Tools	2,410	3,228	5,000	4,850	4,850	6,000
571-50-29-22-25	Fuel/Oil	5,003	1,177	2,000	2,000	2,000	2,000
571-50-29-22-35	Process Chemicals	6,356	22,918	25,000	88,571	125,000	125,000
571-50-29-22-37	Lab Supplies	2,645	2,147	5,000	5,000	5,000	7,000
22	Supplies	22,083	36,742	44,800	108,371	144,800	148,300
571-50-29-23-12	Maintenance Supplies	413	-	-	-	-	-
571-50-29-23-15	Maint Machine/Equipment	45,548	87,856	60,000	44,035	44,035	60,000
571-50-29-23-30	Maint Buildings/Grounds	31,287	33,417	30,000	14,100	14,100	20,000
571-50-29-23-50	Vehicle Alloc Expense	13,555	21,416	14,787	14,787	14,787	15,478
23	Maintenance	90,803	142,688	104,787	72,922	72,922	95,478
571-50-29-24-25	Taxes & Other Charges	8,557	16,363	16,000	16,000	16,000	16,000
24	Taxes, Insurances & Contributi	8,557	16,363	16,000	16,000	16,000	16,000
571-50-29-26-30	Capital Equipment	817	10,930	100,000	77,761	77,761	145,000
571-50-29-26-50	Capital Imp Land	-	-	-	-	-	-
26	Capital	817	10,930	100,000	77,761	77,761	145,000
Grand Total		619,188	1,012,116	774,033	805,626	842,055	1,065,652
571	Sewer Enterprise	619,188	1,012,116	774,033	805,626	842,055	1,065,652

WASTEWATER TREATMENT - 5029 BUDGET							
Account Number	Description	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 16/17	FY 17/18
		Actual	Actual	Adopted	Adjusted	Estimated Year End	Proposed
Grand Total		\$ 619,188	\$ 1,012,116	\$ 774,033	\$ 805,626	\$ 842,055	\$ 1,065,652

WASTEWATER TREATMENT- 5029
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Equipment Rental</i>	<i>2125</i>	<i>571</i>	
Crane, Boom Truck		3,000	3,000
TOTAL - Equipment Rental	2125	\$ 3,000	\$ 3,000
<i>Other Contract Services</i>	<i>2145</i>	<i>571</i>	
Influent/Effluent Lab Analysis		21,500	21,500
Generator Binannual Service		3,000	3,000
Pond #5 Levee Repair		50,000	50,000
Mosquito Abatement (weed/mosquito)		500	500
TOTAL - Other Contract Services	2145	\$ 75,000	\$ 75,000
<i>Memberships & Publications</i>	<i>2153</i>	<i>571</i>	
Wine Country Waterworks (3 operators)		100	100
TOTAL - Memberships & Publications	2153	\$ 100	\$ 100
<i>Training and Conferences</i>	<i>2155</i>	<i>571</i>	
Wastewater Certification (3 operators)		1,500	1,500
Continuing Education & Supervisory Classes (CRWA Conference)		2,500	2,500
TOTAL - Training and Conferences	2155	\$ 4,000	\$ 4,000
<i>Computer</i>	<i>2212</i>	<i>571</i>	
Computer/Printer Replacement		2,200	2,200
TOTAL - Computer	2212	\$ 2,200	\$ 2,200
<i>Special Department Supplies</i>	<i>2215</i>	<i>571</i>	
Miscellaneous Department Supplies & Safety Equipment - gas monitor, load testing cert., potable water, drinking water		3,600	3,600
Uniform Service		2,000	2,000
TOTAL - Special Department Supplies	2215	\$ 5,600	\$ 5,600
<i>Small Tools</i>	<i>2220</i>	<i>571</i>	
Miscellaneous Tools - wrenches, pliers, consumables such as drill bits, saw blades, and grinding wheels		6,000	6,000
TOTAL - Small Tools	2220	\$ 6,000	\$ 6,000
<i>Process Chemicals</i>	<i>2235</i>	<i>571</i>	
Various Chemicals to Treat Waste		125,000	125,000
TOTAL - Process Chemicals	2235	\$ 125,000	\$ 125,000

WASTEWATER TREATMENT- 5029
EXPENSE DETAIL

Description	Object Code	Funding Source	Total Budgeted
<i>Lab Supplies</i>	<i>2237</i>	<i>571</i>	
General Equipment and Supplies		7,000	7,000
TOTAL - Lab Supplies	2237	\$ 7,000	\$ 7,000
<i>Machinery & Equipment Maintenance</i>	<i>2315</i>	<i>571</i>	
Influent Pump No. 3 Scheduled Maintenance		8,000	8,000
Brush Aerators Conversion Kit and Other Repairs		12,000	12,000
Motor Control Center Wiring Safety Upgrade		10,000	10,000
Well Pump Replacement		7,500	7,500
Other General Maintenance & Repairs		22,500	22,500
TOTAL - Machinery & Equipment Maintenance	2315	\$ 60,000	\$ 60,000
<i>Capital Equipment</i>	<i>2630</i>	<i>571</i>	
Vehicle		45,000	45,000
Chlorine Line Replacement		100,000	100,000
TOTAL - Capital Equipment	2630	\$ 145,000	\$ 145,000

OTHER FUNDS

DEBT SERVICE FUNDS: Debt service funds are used to accumulate resources for the repayment of general long term obligations. The 1996 GO Bond Fund is used to account for a special voter approved tax to repay the fire station bonds. The St. Helena Drainage Fund is used to accumulate funds to pay for the public benefit portion of certain storm drainage improvements.

PERMANENT FUNDS: Permanent funds are used to report resources that are restricted to the extent that earnings, and not principal, may be used to support City programs. Both Martin and Ryan Funds are trust funds wherein the income from the funds can be used to support the City's library book collection.

SPECIAL REVENUE FUNDS: Special revenue funds are used to account for specific revenue sources that are legally restricted to expenditure for particular purposes.

CITY OF ST. HELENA

Fund 210 - Community Development Block Grant (CDBG)

	FY 13/14		FY 14/15		FY 15/16		FY 16/17		FY 16/17		FY 17/18		FY 17/18	
	Actual		Actual		Actual		Budget		Estimated Year End		Budget		Budget % Change	
Beginning Fund Balance (July 1)	\$	-	\$	-	\$	(18,492)	(40,013)	\$	(40,013)	\$	0			
CDBG - Revenues														
Investment Earnings						(203)	-		203				-100.00%	
Grant		-		-		-	39,810		39,810		-		0.00%	
Transfers In		-		-		-	-		-		-		0.00%	
Total CDBG Revenues	\$	-	\$	-	\$	(203)	39,810	\$	40,013	\$	-		-100.00%	
CDBG - Expenditures														
Totals by category														
Salaries		-		-		-	-		-		-		0.00%	
Contracts		-		18,492		21,318	-		-		-		-100.00%	
Total CDBG Expenditures	\$	-	\$	18,492	\$	21,318	-	\$	-	\$	-		-100.00%	
CDBG Surplus/(Deficit)	\$	-	\$	(18,492)	\$	(21,521)	39,810	\$	40,013	\$	-			
CDBG Expenditures														
Non Department														
Salaries		-		-		-	-		-		-		0.00%	
Contracts		-		18,492		21,318	-		-		-		-100.00%	
		-		18,492		21,318	-		-		-		-100.00%	
Total Expenditures	\$	-	\$	18,492	\$	21,318	-	\$	-	\$	-		-100.00%	
Estimated Fund Balance at June 30, 2018										\$	0			

210 COMMUNITY DEVELOPMENT BLOCK GRANT: This fund is used for expenditures and grant reimbursements for Community Development Block Grant (CDBG) funded programs or projects.

CITY OF ST. HELENA

Fund 211 - Environmental Protection Agency Grant (EPAG)

	FY 13/14		FY 14/15		FY 15/16		FY 16/17		FY 16/17		FY 17/18		FY 17/18	
	Actual		Actual		Actual		Budget		Estimated Year End		Budget		Budget % Change	
Beginning Fund Balance (July 1)	\$	-	\$	-	\$	-	(17,423)		\$	(17,423)	\$	(25,618)		
EPAG - Revenues														
Grant		-		-		-	42,346		42,346		-		0.00%	
Transfers In		-		-		-	-		-		-		0.00%	
Total EPAG Revenues	\$	-	\$	-	\$	-	42,346	\$	42,346	\$	-		0.00%	
EPAG - Expenditures														
Totals by category		-		-		-	-		-		-		0.00%	
Salaries		-		-		-	-		-		-		0.00%	
Contracts		-		-		17,423	48,364		50,540		-		0.00%	
Total EPAG Expenditures	\$	-	\$	-	\$	17,423	48,364	\$	50,540	\$	-		0.00%	
EPAG Surplus/(Deficit)	\$	-	\$	-	\$	(17,423)	(6,018)	\$	(8,195)	\$	-			
EPAG Expenditures														
Non Department														
Salaries		-		-		-	-		-		-		0.00%	
Contracts		-		-		17,423	48,364		50,540		-		0.00%	
		-		-		17,423	48,364		50,540		-		0.00%	
Total Expenditures	\$	-	\$	-	\$	17,423	48,364	\$	50,540	\$	-		0.00%	

Estimated Fund Balance at June 30, 2018 \$ (25,618)

211 ENVIRONMENTAL PROTECTION AGENCY GRANT: This fund is used for expenditures and grant reimbursements for Environmental Protection Agency Grant (EPAG) funded programs or projects.

CITY OF ST. HELENA

Fund 212 - Department of Homeland Security (DHSG)

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DHSG - Revenues							
Grant	-	-	-	3,666	3,666	6,500	77.29%
Transfers In	-	-	-	-	-	-	0.00%
Total DHSG Revenues	\$ -	\$ -	\$ -	\$ 3,666	\$ 3,666	\$ 6,500	0.00%
DHSG - Expenditures							
Totals by category							
Salaries	-	-	-	-	-	-	0.00%
Dept Supplies/Services	-	-	-	3,666	3,666	6,500	77.29%
Contracts	-	-	-	-	-	-	0.00%
Total DHSG Expenditures	\$ -	\$ -	\$ -	\$ 3,666	\$ 3,666	\$ 6,500	0.00%
DHSG Surplus/(Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DHSG Expenditures							
Police Department							
Salaries	-	-	-	-	-	-	0.00%
Dept Supplies/Services	-	-	-	3,666	3,666	6,500	77.29%
Contracts	-	-	-	-	-	-	0.00%
	-	-	-	3,666	3,666	6,500	77.29%
Total Expenditures	\$ -	\$ -	\$ -	\$ 3,666	\$ 3,666	\$ 6,500	77.29%
Estimated Fund Balance at June 30, 2018					\$ -		

212 DEPARTMENT OF HOMELAND SECURITY GRANT: This fund is used for expenditures and grant reimbursements for Department of Homeland Security Grant (DHSG) funded programs or projects.

Fund 216 - Public Safety Impact Fees Budget Worksheet

Public Safety Impact Fees - Revenues

Public Safety Impact Fees - Expenditures

Public Safety Impact Fees Expenditures by Department

<i>Estimated Fund Balance at June 30, 2018</i>	\$ 359,865
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**Fund Balances do not reflect a Notes Receivable for \$61,333*

CITY OF ST. HELENA

Fund 218 - Public Library Foundation Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 12,928	\$ 12,898	\$ 13,516	3,206	\$ 3,206	\$ 3,246	
Public Library Foundation - Revenues							
Investment Earnings	108	56	43	-	40	-	0.00%
Donations	4,000	-	-	-	-	-	0.00%
Contributions from Government	51,630	1,000	-	-	-	-	0.00%
Total Public Library Foundation Revenues	\$ 55,738	\$ 1,056	\$ 43	\$ -	\$ 40	\$ -	0.00%
Public Library Foundation - Expenditures							
Totals by category							
Contracts	33,906	-	10,353	-	-	-	0.00%
Dept Supplies/Services	21,862	438	-	-	-	3,200	0.00%
Total Public Library Foundation Expenditures	\$ 55,768	\$ 438	\$ 10,353	\$ -	\$ -	\$ 3,200	0.00%
Public Library Foundation Surplus/(Deficit)	(30)	618	(10,310)	-	40	(3,200)	
Public Library Foundation Expenditures by Department							
Library							
Contracts	33,906	-	10,353	-	-	-	0.00%
Dept Supplies/Services	21,862	438	-	-	-	3,200	0.00%
	55,768	438	10,353	-	-	3,200	0.00%
Total Expenditures	\$ 55,768	\$ 438	\$ 10,353	\$ -	\$ -	\$ 3,200	0.00%
Estimated Fund Balance at June 30, 2018					\$ 46		

218 PUBLIC LIBRARY FOUNDATION: This fund is used to account for State Aid for libraries and related expense account for proceeds from the State of California under the California Library Services Act and related expenditures.

CITY OF ST. HELENA

Fund 219 - California Library Services Act Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 341,847	\$ 139,277	\$ 24,578	15,294	\$ 15,294	\$ 15,374	
California Library Services Act - Revenues							
Investment Earnings	848	257	106	-	80	50	0.00%
Allocation from Other Agency	-	-	-	-	-	-	0.00%
Total California Library Services Act Revenues	\$ 848	\$ 257	\$ 106		\$ 80	\$ 50	0.00%
California Library Services Act - Expenditures							
Totals by category							
Contracts	76,890	1,948	9,526	-	-	-	0.00%
Dept Supplies/Services	126,109	112,649	(136)	-	-	7,350	100.00%
Training/Conference	419	359	-	-	-	-	0.00%
Capital Equipment	-	-	-	-	-	-	0.00%
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total California Library Services Act Expenditures	\$ 203,418	\$ 114,956	\$ 9,390	\$ -	\$ -	\$ 7,350	-21.73%
California Library Services Act Surplus/(Deficit)	(202,570)	(114,698)	(9,284)	-	80	(7,300)	
California Library Services Act Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	
Library							
Contracts	76,890	1,948	9,526	-	-	-	0.00%
Dept Supplies/Services	126,109	112,649	(136)	-	-	7,350	0.00%
Training/Conference	419	359	-	-	-	-	0.00%
Capital Equipment	-	-	-	-	-	-	0.00%
	203,418	114,956	9,390	-	-	7,350	0.00%
Total Expenditures	\$ 203,418	\$ 114,956	\$ 9,390	\$ -	\$ -	\$ 7,350	0
Estimated Fund Balance at June 30, 2018					\$ 8,074		

219 CLSA LIBRARY RESTORATION: This fund was established as a special revenue fund to account for proceeds from the State of California under the California Library Services Act and related expenditures.

CITY OF ST. HELENA

Fund 220 - Napa Valley Now Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)		\$ -	\$ (4,689)	(4,715)	\$ (4,715)	\$ (4,750)	
Napa Valley Now - Revenues							
Investment Earnings		(14)	(27)	-	(35)	(40)	0.00%
Subscriptions		5,825	-	-	-	-	0.00%
Donations		468	-	-	-	-	0.00%
Total Napa Valley Now Revenues	\$	6,280	\$ (27)	\$ -	\$ (35)	\$ (40)	0.00%
Napa Valley Now - Expenditures							
Totals by category							
Contracts		10,500	-	-	-	-	0.00%
Dept Supplies/Services		468	-	-	-	-	0.00%
Training/Conference		-	-	-	-	-	0.00%
Capital Equipment		-	-	-	-	-	0.00%
Total Napa Valley Now Expenditures	\$	10,968	\$ -	\$ -	\$ -	\$ -	0.00%
Napa Valley Now Surplus/(Deficit)		(4,689)	(27)	-	(35)	(40)	
Napa Valley Now Expenditures by Department							
Library							
Contracts		10,500	-	-	-	-	0.00%
Dept Supplies/Services		468	-	-	-	-	0.00%
Training/Conference		-	-	-	-	-	0.00%
Capital Equipment		-	-	-	-	-	0.00%
		10,968	-	-	-	-	0.00%
Total Expenditures	\$	10,968	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$	(4,790)	

220 NAPA VALLEY NOW: This fund was established to account for proceeds and expenditures associated with the administration of the website www.napavalleynow.com which is managed by the St. Helena Public Library in partnership with several other private and public organizations in Napa County.

CITY OF ST. HELENA

Fund 222 - Park Bond Act Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Budget	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 11/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 222	\$ 222	\$ 222	222	\$ 222	\$ 222	
Park Bond Act - Revenues							
Investment Earnings	-	-	-	-	-	-	0.00%
Contributions form Non-Government	-	-	-	-	-	-	0.00%
Contributions from Government	-	-	-	-	-	-	0.00%
Total Park Bond Act Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Bond Act - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Park Bond Act Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Bond Act Surplus/(Deficit)		-	-	-	-	-	
Park Bond Act Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Estimated Fund Balance at June 30, 2018 \$ 222

222 PARK DEVELOPMENT: A special revenue fund for Ballpark State Grant, Proposition 12 Park per capita funding, other park grants, and park donations. These funds are restricted for park improvements and development.

CITY OF ST. HELENA

Fund 223 - Skate Park Lighting Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 1,147	\$ 1,152	\$ 1,157	1,163	\$ 1,163	\$ 1,171	
Skate Park Lighting - Revenues							
Investment Earnings	4	5	7	5	8	8	60.00%
Donations	-	-	-	-	-	-	0.00%
Operating Transfers In	-	-	-	-	-	-	0.00%
Total Skate Park Lighting Revenues	\$ 4	\$ 5	\$ 7	\$ 5	\$ 8	\$ 8	60.00%
Skate Park Lighting - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Skate Park Lighting Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Skate Park Lighting Surplus/(Deficit)	4	5	7	5	8	8	
Skate Park Lighting Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Estimated Fund Balance at June 30, 2018 \$ 1,179

223 SKATE PARK LIGHTING: This fund is used to account for donations and is used to fund the expenses incurred in maintining the Skate Park lights.

CITY OF ST. HELENA

Fund 224 - COPS Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1) \$ 157,726 \$ 171,687 \$ 191,067 \$ 141,901 \$ 141,901 \$ 140,403

COPS - Revenues

Investment Earnings	544	712	819	350	800	800	128.57%
Other	-	-	-	843	-	-	-100.00%
Allocation from Other Agency	102,580	125,269	100,337	100,000	130,345	100,000	0.00%
Total COPS Revenues	\$ 103,124	\$ 125,981	\$ 101,156	\$ 101,193	\$ 131,145	\$ 100,800	-0.35%

COPS - Expenditures

Totals by category							
Salary	-	-	-	-	-	-	
Contracts	47,285	70,539	59,670	76,000	76,000	76,000	0.00%
Dept Supplies/Services	32,084	19,398	53,389	46,800	46,800	49,800	6.41%
Training/Conference	9,733	12,907	9,552	9,843	9,843	9,000	-8.56%
Capital Equipment	61	3,757	27,711	-	-	-	0.00%
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total COPS Expenditures	\$ 89,163	\$ 106,600	\$ 150,321	\$ 132,643	\$ 132,643	\$ 134,800	1.63%
COPS Surplus/(Deficit)	13,961	19,380	(49,166)	(31,450)	(1,498)	(34,000)	

COPS Expenditures by Department

Non Department

Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%

Police

Salary	-	-	-	-	-	-	
Contracts	47,285	70,539	59,670	76,000	76,000	76,000	0.00%
Dept Supplies/Services	32,084	19,398	53,389	46,800	46,800	49,800	6.41%
Training/Conference	9,733	12,907	9,552	9,843	9,843	9,000	-8.56%
Capital Equipment	61	3,757	27,711	-	-	-	0.00%
	89,163	106,600	150,321	132,643	132,643	134,800	1.63%
Total Expenditures	\$ 89,163	\$ 106,600	\$ 150,321	\$ 132,643	\$ 132,643	\$ 134,800	1.63%

Estimated Fund Balance at June 30, 2018 \$ 106,403

224 PUBLIC SAFETY (COPS): A special revenue fund used to account for transactions related to supporting front line police officers.

CITY OF ST. HELENA

Fund 225 - State Gas Tax 2105 Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 858	\$ 9,771	\$ 19,949	\$ 54,218	\$ 54,218	\$ 88,702	
State Gas Tax 2105 - Revenues							
Investment Earnings	(53)	9	217	100	400	500	400.00%
Gas Tax 2105	37,627	38,829	34,052	37,880	34,084	35,712	-5.72%
Total State Gas Tax 2105 Revenues	\$ 37,574	\$ 38,838	\$ 34,269	\$ 37,980	\$ 34,484	\$ 36,212	5.67%
State Gas Tax 2105 - Expenditures							
Totals by category							
Contracts	-	-	-	-	-	-	0.00%
Transfer to Other Funds	28,660	28,660	-	-	-	-	0.00%
Total State Gas Tax 2105 Expenditures	\$ 28,660	\$ 28,660	\$ -	\$ -	\$ -	\$ -	0.00%
State Gas Tax 2105 Surplus/(Deficit)	8,914	10,178	34,269	37,980	34,484	36,212	
State Gas Tax 2105 Expenditures by Department							
Non Department							
Transfer to Other Funds	28,660	28,660	-	-	-	-	0.00%
	28,660	28,660	-	-	-	-	0.00%
Public Works Gas Tax							
Contracts	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ 28,660	\$ 28,660	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 124,914		

225 STATE GAS TAX 2105: This fund is used to account for proceeds and expenditures of revenue received as a result of Proposition 111. Funds are restricted for use in the same manner as Section 2106/07. In addition, Proposition 111 established a "Maintenance of Effort" provision requiring cities to continue to provide matching street related expenditures from the General Fund equal to the average amount expended over the past 3 years.

CITY OF ST. HELENA

Fund 226 - State Gas Tax 2106 Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	6,029	\$	3,638	\$	6,446	\$	27,536	\$	27,536	\$	51,036
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State Gas Tax 2106 - Revenues

Investment Earnings	(19)	(18)	101	110	210	250	127.27%
Gas Tax 2106	18,179	23,376	20,989	23,290	23,290	26,379	13.26%
Total State Gas Tax 2106 Revenues	\$ 18,159	\$ 23,358	\$ 21,089	\$ 23,400	\$ 23,500	\$ 26,629	13.80%

State Gas Tax 2106 - Expenditures

Totals by category														
Transfer to Other Funds		20,550		20,550		-		-		-		-		0.00%
Total State Gas Tax 2106 Expenditures	\$	20,550	\$	20,550	\$	-	\$	-	\$	-	\$	-		0.00%
State Gas Tax 2106 Surplus/(Deficit)		(2,391)		2,808		21,089		23,400		23,500		26,629		

State Gas Tax 2106 Expenditures by Department

Non Department

Transfer to Other Funds	20,550	20,550	-	-	-	-	0.00%
	20,550	20,550	-	-	-	-	0.00%
	\$ 20,550	\$ 20,550	\$ -	\$ -	\$ -	-	0.00%

Estimated Fund Balance at June 30, 2018	\$	77,665
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226 STATE GAS TAX 2106: This fund is used to account for proceeds and expenditures of gas tax revenue received under the California Streets and Highways Code Section 2106. Apportionments are based on vehicle registration, assessed valuation, and population. Funds are restricted to any street or road purpose that include: construction, maintenance and allocated overhead related to streets, roads, bridges, culverts, curbs, gutters, sidewalks, traffic signals, right-of-way landscaping, traffic signs, bike paths adjacent to streets and roads.

CITY OF ST. HELENA

Fund 227 - State Gas Tax 2107 Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	2,532	\$	2,042	\$	(1,536)	\$	45,857	\$	45,857	\$	103,559
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State Gas Tax 2107 - Revenues

Investment Earnings	4,682	3,863	5,011	4,100	5,100	5,500	34.15%
Gas Tax 2107	39,318	43,816	44,340	52,602	52,602	46,168	-12.23%
Total State Gas Tax 2107 Revenues	\$ 44,000	\$ 47,679	\$ 49,352	\$ 56,702	\$ 57,702	\$ 51,668	-8.88%

State Gas Tax 2107 - Expenditures

Totals by category							
Contracts	2,040	8,807	1,959	7,600	-	3,000	-60.53%
Transfer to Other Funds	42,450	42,450	-	-	-	-	0.00%
Total State Gas Tax 2107 Expenditures	\$ 44,490	\$ 51,257	\$ 1,959	\$ 7,600	\$ -	\$ 3,000	-60.53%
State Gas Tax 2107 Surplus/(Deficit)	(490)	(3,578)	47,393	49,102	57,702	48,668	

State Gas Tax 2107 Expenditures by Department

Non Department

Transfer to Other Funds	42,450	42,450	-	-	-	-	0.00%
	42,450	42,450	-	-	-	-	0.00%

Public Works Gas Tax

Contracts	2,040	8,807	1,959	3,000	3,000	3,000	0.00%
	2,040	8,807	1,959	3,000	3,000	3,000	0.00%

Total Expenditures	\$ 44,490	\$ 51,257	\$ 1,959	\$ 3,000	\$ 3,000	\$ 3,000	0.00%
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Estimated Fund Balance at June 30, 2018	\$	152,227
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227 STATE GAS TAX 2107: This fund is used to account for proceeds and expenditures of gas tax revenue received under the California Streets and Highways Code Section 2107. Apportionments are based on population. Uses of funds are the same as those listed for fund 225.

CITY OF ST. HELENA

Fund 228 - State Gas Tax 2107.5 Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 1,743	\$ (289)	\$ 1,685	\$ 3,706	\$ 3,706	\$ 5,742	
State Gas Tax 2107.5 - Revenues							
Investment Earnings	(1)	4	21	30	36	40	33.33%
Gas Tax 2107.5	-	4,000	2,000	2,000	2,000	2,000	0.00%
Total State Gas Tax 2107.5 Revenues	\$ (1)	\$ 4,004	\$ 2,021	\$ 2,030	\$ 2,036	\$ 2,040	0.49%
State Gas Tax 2107.5 - Expenditures							
Totals by category							
Transfer to Other Funds	2,030	2,030	-	-	-	-	0.00%
Total State Gas Tax 2107.5 Expenditures	\$ 2,030	\$ 2,030	\$ -	\$ -	\$ -	\$ -	0.00%
State Gas Tax 2107.5 Surplus/(Deficit)	(2,031)	1,974	2,021	2,030	2,036	2,040	
State Gas Tax 2107.5 Expenditures by Department							
Non Department							
Transfer to Other Funds	2,030	2,030	-	-	-	-	0.00%
	2,030	2,030	-	-	-	-	0.00%
Total Expenditures	\$ 2,030	\$ 2,030	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 7,782		

228 STATE GAS TAX 2107.5: This fund is used to account for proceeds and expenditures of gas tax revenue received under the California Streets and Highway Code Section 2107.5. Apportionments are based on population. Funds are restricted for use in covering the costs of street related engineering and administrative expenses. Cities with a population of less than 10,000 may use these funds for acquisition of rights-of-way and construction of its street system.

CITY OF ST. HELENA

Fund 229 - State Gas Tax 2103 Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ (8,910)	\$ 9,877	\$ 6,356	\$ 37,656	\$ 37,656	\$ 52,784	
State Gas Tax 2103 - Revenues							
Investment Earnings	(97)	(94)	144	100	300	350	250.00%
Gas Tax 2103	75,404	62,003	31,156	14,305	14,829	26,518	85.38%
Total State Gas Tax 2103 Revenues	\$ 75,307	\$ 61,909	\$ 31,300	\$ 14,405	\$ 15,129	\$ 26,868	86.52%
State Gas Tax 2103 - Expenditures							
Totals by category							
Transfer to Other Funds	56,520	65,430	-	-	-	-	0.00%
Total State Gas Tax 2103 Expenditures	\$ 56,520	\$ 65,430	\$ -	\$ -	\$ -	\$ -	0.00%
State Gas Tax 2103 Surplus/(Deficit)	\$ 18,787	\$ (3,521)	\$ 31,300	\$ 14,405	\$ 15,129	\$ 26,868	
State Gas Tax 2103 Expenditures by Department							
Non Department							
Transfer to Other Funds	56,520	65,430	-	-	-	-	0.00%
	56,520	65,430	-	-	-	-	0.00%
Total Expenditures	\$ 56,520	\$ 65,430	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 79,652		

229 STATE GAS TAX 2103: Section 2103 was added beginning with the 2010-11 fiscal year to allocate funds from a new motor vehicle fuel excise tax that replaces previous city and county allocations from the Proposition 42 sales tax on gasoline. This is the change known as the “fuel tax swap of 2010.” Section 2103 funds are allocated to cities and counties on a per capita basis. Funds must be used for street and highway pavement maintenance, rehabilitation, reconstruction and storm damage repair. For Proposition 42 purposes, maintenance means patching, overlay, and sealing. Reconstruction includes overlay, sealing, or widening of the roadway to bring the roadway width to the desirable minimum pavement width consistent with accepted design standards for local streets and roads. However, widening of a roadway does not include widening for increasing the traffic capacity of a street or road.

CITY OF ST. HELENA

Fund 230 - RMRA Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)						\$ -	
RMRA - Revenues							
Investment Earnings						100	100.00%
Contributions from Government						40,793	100.00%
Total RMRA Revenues						\$ 40,893	100.00%
RMRA - Expenditures							
Totals by category							
Transfer to Other Funds						-	0.00%
Total RMRA Expenditures						\$ -	0.00%
RMRA Surplus/(Deficit)						\$ 40,893	
RMRA Expenditures by Department							
Non Department							
Transfer to Other Funds						-	0.00%
						-	0.00%
Total Expenditures						\$ -	0.00%
Estimated Fund Balance at June 30, 2018						\$ 40,893	

230 RMRA: Section RMRA was added beginning with the 2017-18 fiscal year which includes funds from the following taxes enacted by the Road Repair and Accountability Act of 2017: the 12 cent gasoline excise tax, 20 cent diesel fuel excise tax, transportation improvement fees and transportation loan repayments.

CITY OF ST. HELENA

Fund 235 - Measure A Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$ 967,675	\$ -	\$ -	\$ -	\$ -	\$ -	
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Measure A - Revenues

Investment Earnings	(2,043)	-	-	-	-	-	0.00%
Loan Proceeds	-	-	-	-	-	-	0.00%
Revenue from County	-	-	-	1,358,000	-	5,250,640	286.65%
Other Revenue	77,500	-	-	-	-	-	0.00%
Transfers In	1,662,041	526,000	-	526,805	526,805	411,900	0.00%
Total Measure A Revenues	\$ 1,737,497	\$ 526,000	\$ -	\$ 1,884,805	\$ 526,805	\$ 5,662,540	100.00%

Measure A - Expenditures

Totals by category							
Salary	-	-	-	-	-	-	0.00%
Benefits	1	-	-	-	-	-	0.00%
Contracts	272,134	-	-	-	-	-	0.00%
Dept Supplies/Services	4,533	-	-	-	-	-	0.00%
Training/Conference	-	-	-	-	-	-	0.00%
Vehicle/Equip maintenance	-	-	-	-	-	-	0.00%
Debt Payments	526,805	526,000	-	1,358,000	526,805	5,662,540	316.98%
Capital	-	-	-	-	-	-	0.00%
Transfer to Other Funds	1,901,700	-	-	-	-	-	0.00%
Total Measure A Expenditures	\$ 2,705,173	\$ 526,000	\$ -	\$ 1,358,000	\$ 526,805	\$ 5,662,540	100.00%
Measure A Surplus/(Deficit)	(967,675)	-	-	526,805	-	-	

Measure A Expenditures by Department

Non Department

Debt Payments	526,805	526,000	-	1,358,000	526,805	5,662,540	316.98%
Transfer to Other Funds	1,901,700	-	-	-	-	-	0.00%
	2,428,505	526,000	-	1,358,000	526,805	5,662,540	316.98%

Council

Training/Meetings	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%

City Manager's Office

Salary	-	-	-	-	-	-	0.00%
Benefits	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%

Finance

Salary	-	-	-	-	-	-	0.00%
Benefits	-	-	-	-	-	-	0.00%
Dept Supplies/Services	4,533	-	-	-	-	-	0.00%
	4,533	-	-	-	-	-	0.00%

City Attorney

Contracts	14,952	-	-	-	-	-	0.00%
Dept Supplies/Services	-	-	-	-	-	-	0.00%
	14,952	-	-	-	-	-	0.00%

CITY OF ST. HELENA

Fund 235 - Measure A Budget Worksheet

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 16/17	FY 17/18	FY 17/18
	Actual	Actual	Actual	Budget	Estimated Year End	Budget	Budget %
Public Works - Admin							
Salary	-	-	-	-	-	-	0.00%
Benefits	1	-	-	-	-	-	0.00%
Dept Supplies/Services	-	-	-	-	-	-	0.00%
	1	-	-	-	-	-	0.00%
Public Works - Flood Control							
Contracts	257,183	-	-	-	-	-	0.00%
Dept Supplies/Services	-	-	-	-	-	-	0.00%
Training/Conference	-	-	-	-	-	-	0.00%
Vehicle/Equip maintenance	-	-	-	-	-	-	0.00%
Capital	-	-	-	-	-	-	0.00%
	257,183	-	-	-	-	-	0.00%
Total Expenditures	\$ 2,705,173	\$ 526,000	\$ -	\$ 1,358,000	\$ 526,805	\$ 5,662,540	316.98%

Estimated Fund Balance at June 30, 2018 \$ -

235 MEASURE A: This fund is used to account for proceeds received under Measure A, the countywide flood management plan. This Ordinance imposed a one-half of one percent transaction and use tax in the County and established a Flood Protection and Watershed Improvement Expenditure Plan. Any amendments to the use of this tax as established by the Joint Powers Agreement, resolution 98-118 shall be recommended to the Napa County Flood Control, Water Conservation District, Financial Oversight Committee and the Technical Review Committee for approval. This Tax is scheduled to expire in 2018.

CITY OF ST. HELENA

Fund 237 - Emergency Flood Relief Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 129,611	\$ 130,047	\$ 130,523	\$ 166,060	\$ 166,060	\$ 167,260	
Emergency Flood Relief - Revenues							
Investment Earnings	436	476	856	480	1,200	1,200	150.00%
Contributions from Government	-	-	34,681	-	-	-	0.00%
Insurance Refund	-	-	-	-	-	-	0.00%
Total Emergency Flood Relief Revenues	\$ 436	\$ 476	\$ 35,537	\$ 480	\$ 1,200	\$ 1,200	150.00%
Emergency Flood Relief - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Emergency Flood Relief Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Emergency Flood Relief Surplus/(Deficit)	436	476	35,537	480	1,200	1,200	
Emergency Flood Relief Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018						\$ 168,460	
237 EMERGENCY FLOOD RELIEF: This fund is for allocations for disaster assistance relating to flood damage.							

CITY OF ST. HELENA

Fund 238 - Training Development Fund Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 13,319	\$ 15,565	\$ 28,201	\$ 24,281	\$ 24,281	\$ 27,431	
Training Development Fund - Revenues							
Post Reimbursement	7,161	18,464	1,904	9,000	9,000	9,000	0.00%
Investment Earnings	43	98	152	50	150	150	200.00%
Total Training Development Fund Revenues	\$ 7,204	\$ 18,563	\$ 2,056	\$ 9,050	\$ 9,150	\$ 9,150	1.10%
Training Development Fund - Expenditures							
Totals by category							
Dept Supplies/Services	-	-	-	-	-	-	0.00%
Training/Conference	4,959	5,926	5,976	6,000	6,000	6,000	0.00%
Total Training Development Fund Expenditures	\$ 4,959	\$ 5,926	\$ 5,976	\$ 6,000	\$ 6,000	\$ 6,000	0.00%
Training Development Fund Surplus/(Deficit)	2,246	12,636	(3,920)	3,050	3,150	3,150	
Training Development Fund Expenditures by Department							
Police							
Dept Supplies/Services	-	64	-	-	-	-	0.00%
Training/Conference	4,959	5,926	5,976	6,000	6,000	6,000	0.00%
	4,959	5,926	5,976	6,000	6,000	6,000	0.00%
Total Expenditures	\$ 4,959	\$ 5,926	\$ 5,976	\$ 6,000	\$ 6,000	\$ 6,000	0.00%

Estimated Fund Balance at June 30, 2018 \$ 30,581

238 TRAINING DEVELOPMENT: This fund was established to account for proceeds from the Police Officers Standards and Training fund to cover the costs of Police officer's training. Proceeds come in the form of reimbursements.

Fund 278 - BSCC GRANT (BSCCG)

278 BSCC GRANT: This funding was approved by the State of CA to assist with compliance checks and enforcement efforts of those diverted from the state prison system. The St. Helena Police Department will use these funds to address crime impacts in the community, strengthen the relationship between law enforcement and the community, create greater transparency for the organization, and implement best practices for law enforcement.

278 BSCC GRANT: This funding was approved by the State of CA to assist with compliance checks and enforcement efforts of those diverted from the state prison system. The St. Helena Police Department will use these funds to address crime impacts in the community, strengthen the relationship between law enforcement and the community, create greater transparency for the organization, and implement best practices for law enforcement.

CITY OF ST. HELENA

Fund 279 - Asset Forfeiture Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	30,093	\$	36,014	\$	49,336	\$	56,606	\$	56,606	\$	49,545
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Asset Forfeiture - Revenues

Investment Earnings	20	180	291	50	350	200	300.00%
Asset Forfeiture	44,594	13,141	7,657	-	-	10,000	100.00%
Total Asset Forfeiture Revenues	\$ 44,614	\$ 13,321	\$ 7,948	\$ 50	\$ 350	\$ 10,200	20300.00%

Asset Forfeiture - Expenditures

Totals by category										
Contracts	38,692	-	678	1,000	1,000	1,000	0.00%			
Dept Supplies/Services	-	-	-	6,334	6,411	-	-100.00%			
Total Asset Forfeiture Expenditures	\$ 38,692	\$ -	\$ 678	\$ 7,334	\$ 7,411	\$ 1,000	-86.36%			
Asset Forfeiture Surplus/(Deficit)	5,922	13,321	7,270	(7,284)	(7,061)	9,200				

Asset Forfeiture Expenditures by Department

Police									
	Contracts	38,692	-	678	1,000	1,000	1,000	0.00%	
	Dept Supplies/Services	-	-	-	6,334	6,411	-	-100.00%	
		38,692	-	678	7,334	7,411	1,000	-86.36%	
Total Expenditures		\$ 38,692	\$ -	\$ 678	\$ 7,334	\$ 7,411	\$ 1,000	-86.36%	

Estimated Fund Balance at June 30, 2018	\$	58,745
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279 ASSET FORFEITURE: A special revenue fund for monies from adjudicated crime cases restricted for public safety purposes.

CITY OF ST. HELENA

Fund 280 - Teen Center Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	48,609	\$	75,341	\$	78,434	\$	86,084	\$	86,084	\$	26,355
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Teen Center - Revenues

Donations	10	1,202	-	-	128	-	0.00%
Transfers In	125,939	165,464	169,263	118,988	118,988	104,318	-12.33%
Total Teen Center Revenues	\$ 125,949	\$ 166,666	\$ 169,263	\$ 118,988	\$ 119,116	\$ 104,318	-12.33%

Teen Center - Expenditures

Totals by category							
Salary	60,643	98,442	98,625	68,071	117,537	58,319	-14.33%
Benefits	31,883	56,898	55,804	39,467	55,117	34,199	-13.35%
Communications	-	-	1,279	2,250	2,250	2,300	2.22%
Contracts	-	730	-	1,250	-	1,300	4.00%
Dept Supplies/Services	6,601	7,454	5,905	7,050	3,940	7,300	3.55%
Training/Conference	90	49	-	900	-	900	0.00%
Transfer to other funds	-	-	-	-	-	-	0.00%
Total Teen Center Expenditures	\$ 99,217	\$ 163,573	\$ 161,613	\$ 118,988	\$ 178,845	\$ 104,318	-12.33%
Teen Center Surplus/(Deficit)	26,732	3,093	7,650	-	(59,729)	-	

Teen Center Expenditures by Department

Non Department

Transfer to other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%

Recreation

Salary	60,643	98,442	98,625	68,071	117,537	58,319	-14.33%
Benefits	31,883	56,898	55,804	39,467	55,117	34,199	-13.35%
Communications	-	-	1,279	2,250	2,250	2,300	2.22%
Contracts	-	730	-	1,250	-	1,300	4.00%
Dept Supplies/Services	6,601	7,454	5,905	7,050	3,940	7,300	3.55%
Training/Conference	90	49	-	900	-	900	0.00%
	99,217	163,573	161,613	118,988	178,845	104,318	-12.33%
	\$ 99,217	\$ 163,573	\$ 161,613	\$ 118,988	\$ 178,845	\$ 104,318	-12.33%

Estimated Fund Balance at June 30, 2018	\$	26,355
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280 COMMUNITY ACTIVITY FUND: This fund is used to account for donations received to be used towards youth community activities within the community. Activities include the Teen Center.

CITY OF ST. HELENA

Fund 283 - Tree City Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	15,314	\$	32,754	\$	67,819	\$	91,062	\$	91,062	\$	81,893
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Tree City - Revenues

Transfers In		52,357		64,321		72,533		98,899		101,447		48,569	-50.89%
Total Tree City Revenues	\$	52,357	\$	64,321	\$	72,533	\$	98,899	\$	101,447	\$	48,569	-50.89%

Tree City - Expenditures

Totals by category													
Salary		8,297		9,072		9,468		9,166		9,166		7,245	-20.96%
Benefits		4,257		4,731		5,067		4,739		4,739		4,224	-10.87%
Contracts		8,040		2,584		21,400		50,540		50,540		40,500	-19.87%
Tree Expenses		1,864		339		590		25,176		25,176		25,200	0.10%
Dept Supplies/Services		2,228		882		903		975		975		1,000	2.56%
Training/Conference		80		435		325		1,220		1,220		1,600	31.15%
Equipment Maintenance		10,150		11,213		11,536		18,800		18,800		18,800	0.00%
Transfer to other funds		-		-		-		-		-		-	
Total Tree City Expenditures	\$	34,917	\$	29,256	\$	49,290	\$	110,616	\$	110,616	\$	98,569	-10.89%
Tree City Surplus/(Deficit)		17,440		35,065		23,243		(11,717)		(9,169)		(50,000)	

Tree City Expenditures by Department

Public Works Tree City

Salary	8,297	9,072	9,468	9,166	9,166	7,245	-20.96%
Benefits	4,257	4,731	5,067	4,739	4,739	4,224	-10.87%
Contracts	8,040	2,584	21,400	50,540	50,540	40,500	-19.87%
Tree Expenses	1,864	339	590	25,176	25,176	25,200	0.10%
Dept Supplies/Services	2,228	882	903	975	975	1,000	2.56%
Training/Conference	80	435	325	1,220	1,220	1,600	31.15%
Equipment Maintenance	10,150	11,213	11,536	18,800	18,800	18,800	0.00%
Transfer to other Funds	-	-	-	-	-	-	0.00%
	34,917	29,256	49,290	110,616	110,616	98,569	-10.89%

Total Expenditures	\$	34,917	\$	29,256	\$	49,290	\$	110,616	\$	110,616	\$	98,569	-10.89%
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Estimated Fund Balance at June 30, 2018

\$ 31,893

283 TREE CITY USA: This fund was established in fiscal year 1996/97 to account for expenditures related to the maintenance and planting of trees located on City right of ways and in parks within the City. The City is seeking a designation from the Arbor Foundation for this effort. Revenue sources include General Fund transfers and private donations.

CITY OF ST. HELENA

Fund 286 - Bocce Ball Fund Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 19,889	\$ 49,966	\$ 66,740	\$ 84,177	\$ 84,177	\$ 86,934	
Bocce Ball Fund - Revenues							
Recreation Registration	42,490	43,800	40,250	43,800	45,000	38,550	-11.99%
Contributions from Non-Government	-	-	-	-	-	-	0.00%
Other	-	-	-	-	-	-	0.00%
Total Bocce Ball Fund Revenues	\$ 42,490	\$ 43,800	\$ 40,250	\$ 43,800	\$ 45,000	\$ 38,550	-11.99%
Bocce Ball Fund - Expenditures							
Totals by category							
Salary	7,691	5,927	12,963	27,466	28,680	29,595	7.75%
Benefits	584	1,434	4,396	5,173	5,173	5,502	6.36%
Contracts	829	75	-	200	200	200	0.00%
Dept Supplies/Services	3,309	4,590	5,455	8,190	8,190	7,190	-12.21%
Communications	-	-	-	-	-	-	0.00%
Transfer to Other Funds	-	15,000	-	-	-	-	0.00%
Total Bocce Ball Fund Expenditures	\$ 12,413	\$ 27,026	\$ 22,813	\$ 41,029	\$ 42,243	\$ 42,487	86.24%
Bocce Ball Fund Surplus/(Deficit)	30,077	16,774	17,437	2,771	2,757	(3,937)	
Bocce Ball Fund Expenditures by Department							
Non Department							
Transfer to Other Funds	-	15,000	-	-	-	-	0.00%
	-	15,000	-	-	-	-	0.00%
Recreation							
Salary	7,691	5,927	12,963	27,466	28,680	29,595	7.75%
Benefits	584	1,434	4,396	5,173	5,173	5,502	6.36%
Contracts	829	75	-	200	200	200	0.00%
Dept Supplies/Services	3,309	4,590	5,455	8,190	8,190	7,190	0.00%
Communications	-	-	-	-	-	-	
	12,413	12,026	22,813	41,029	42,243	42,487	3.55%
Total Expenditures	\$ 12,413	\$ 27,026	\$ 22,813	\$ 41,029	\$ 42,243	\$ 42,487	3.55%
Estimated Fund Balance at June 30, 2018					\$ 82,997		

286 BOCCE BALL LEAGUE: This fund is used to account for the costs of running Bocce league services to the general public on a continuing basis. The intent is to recover costs through user charges and fees. The fund, therefore, is operated in a manner similar to a private business enterprise.

CITY OF ST. HELENA
Fund 287 - Harvest Festival

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1) \$ - \$ 10,141 \$ 10,141 \$ 3,462

Harvest Festival - Revenues

Registrations	1,795	1,795	306	1,795	0.00%
Donations	4,560	4,200	1,005	4,200	0.00%
Vendor/NonProfit Fees	34,338	6,300	6,585	6,300	0.00%
Total Harvest Festival Revenues	\$ 40,693	\$ 12,295	\$ 7,895	\$ 12,295	1.19%

Harvest Festival - Expenditures

Totals by category										
Dept Supplies/Services		30,552		12,650		14,574		12,800		1.19%
Total Harvest Festival Expenditures		\$	30,552	\$	12,650	\$	14,574	\$	12,800	1.19%
Harvest Festival Surplus/(Deficit)			10,141		(355)		(6,678)		(505)	

Harvest Festival Expenditures by Department

Recreation						
	Dept Supplies/Services					
		30,552	12,650	14,574	12,800	1.19%
		30,552	12,650	14,574	12,800	1.19%
Total Expenditures		\$ 30,552	\$ 12,650	\$ 14,574	\$ 12,800	1.19%

Estimated Fund Balance at June 30, 2018 \$ 2,957

287 HARVEST FESTIVAL: This fund is used to account for revenues from registration fees and donations and is used to fund the expenses incurred in administering the Harvest Festival.

CITY OF ST. HELENA

Fund 288 - Fourth of July

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1) \$ - \$ 36,374 \$ 42,871 \$ 42,871 \$ 46,071

Fourth of July - Revenues

Donations		38,279	47,700	48,500	48,500	24,320	-49.86%
Transfers In		-	-	-	-	20,980	100.00%
Total Fourth of July Revenues	\$	38,279	\$ 47,700	\$ 48,500	\$ 48,500	\$ 45,300	-6.60%

Fourth of July - Expenditures

Totals by category							
Contracts		-	40,000	40,000	40,000	40,000	0.00%
Dept Supplies/Services		1,905	1,203	5,300	5,300	5,300	0.00%
Total Fourth of July Expenditures	\$	1,905	\$ 41,203	\$ 45,300	\$ 45,300	\$ 45,300	0.00%
Fourth of July Surplus/(Deficit)		36,374	6,498	3,200	3,200	-	

Fourth of July Expenditures by Department

Recreation

Contracts	-	40,000	40,000	40,000	40,000	0.00%
Dept Supplies/Services	1,905	1,203	5,300	5,300	5,300	0.00%
	1,905	41,203	45,300	45,300	45,300	0.00%

Total Expenditures \$ 1,905 \$ 41,203 \$ 45,300 \$ 45,300 \$ 45,300 0.00%

Estimated Fund Balance at June 30, 2018 \$ 46,071

288 FOURTH OF JULY: This fund is used to account for donations and is used to fund the expenses incurred in administering the Fourth of July fireworks show.

CITY OF ST. HELENA

Fund 289 - Recreation Programs Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 10,213	\$ (24,140)	\$ 63,739	\$ 119,433	\$ 119,433	\$ 170,268	
Recreation Programs - Revenues							
Recreation Registration	111,688	108,731	128,714	112,000	145,000	110,000	-1.79%
Donations	4,850	8,743	3,486	3,500	4,161	3,500	0.00%
Contributions from Non Government	-	-	18,000	-	18,000	18,000	100.00%
Transfers In	-	109,253	82,292	125,791	125,791	207,494	64.95%
Total Recreation Programs Revenues	\$ 116,538	\$ 226,726	\$ 232,492	\$ 241,291	\$ 292,952	\$ 338,994	40.49%
Recreation Programs - Expenditures							
Totals by category							
Salary	62,753	58,043	62,738	83,680	83,680	123,580	47.68%
Benefits	10,451	20,965	22,527	25,052	25,052	74,945	199.16%
Contracts	41,361	28,867	51,748	51,950	51,950	60,300	16.07%
Dept Supplies/Services	21,044	22,436	33,382	53,840	54,835	53,569	-0.50%
Training/Conference	-	180	135	1,700	1,700	1,700	0.00%
Communications	1,042	1,112	951	900	900	900	0.00%
Facility Rental	14,240	7,244	5,319	24,000	24,000	24,000	0.00%
Total Recreation Programs Expenditures	\$ 150,891	\$ 138,847	\$ 176,799	\$ 241,122	\$ 242,117	\$ 338,994	40.59%
Recreation Programs Surplus/(Deficit)	(34,353)	87,880	55,693	169	50,835	-	
Recreation Programs Expenditures by Department							
Recreation							
Salary	62,753	58,043	62,738	83,680	83,680	123,580	47.68%
Benefits*	10,451	20,965	22,527	25,052	25,052	74,945	199.16%
Contracts	41,361	28,867	51,748	51,950	51,950	60,300	16.07%
Facility Rental	14,240	7,244	5,319	24,000	24,000	24,000	0.00%
Dept Supplies/Services	21,044	22,436	33,382	53,840	54,835	53,569	-0.50%
Training/Conference	-	180	135	1,700	1,700	1,700	0.00%
Communications	1,042	1,112	951	900	900	900	0.00%
	150,891	138,847	176,799	241,122	242,117	338,994	40.59%
Total Expenditures	\$ 150,891	\$ 138,847	\$ 176,799	\$ 241,122	\$ 242,117	\$ 338,994	40.59%

Estimated Fund Balance at June 30, 2018 \$ 170,268

289 RECREATION PROGRAMS: Used to account for revenues from registration fees or other income from recreation programs and funding the expenses incurred in providing those programs. Council established this fund to monitor the ability of the recreation programs to be self-sustaining excluding costs associated with the Recreation Director.

*includes unemployment

CITY OF ST. HELENA

Fund 290 - Tourism Improvement District Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 11,856	\$ 1,055	\$ 10,124	\$ 3,721	\$ 3,721	\$ 5,796	
Tourism Improvement District - Revenues							
Investment Earnings	108	92	103	100	105	100	0.00%
TID City Admin	2,739	3,128	3,721	3,530	5,500	4,236	20.00%
TID Assessment - District	202,650	212,889	231,720	261,155	265,000	313,386	20.00%
TID Assessment - Local	68,463	71,866	78,404	88,228	88,230	105,874	20.00%
Total Tourism Improvement District Revenues	\$ 273,959	\$ 287,976	\$ 313,948	\$ 353,013	\$ 358,835	\$ 423,596	19.99%
Tourism Improvement District - Expenditures							
Totals by category							
Contracts	274,391	278,906	317,308	349,383	353,230	419,260	20.00%
Dept Supplies/Services	-	-	-	-	-	-	0.00%
Transfer to Other Funds	10,369	-	3,043	3,530	3,530	4,236	20.00%
Total Tourism Improvement District Expenditures	\$ 284,761	\$ 278,906	\$ 320,351	\$ 352,913	\$ 356,760	\$ 423,496	32.20%
Tourism Improvement District Surplus/(Deficit)	(10,801)	9,070	(6,403)	100	2,075	100	
Tourism Improvement District Expenditures by Department							
Non Department							
Contracts	274,391	277,543	317,308	349,383	353,230	419,260	20.00%
Dept Supplies/Services	-	-	-	-	-	-	0.00%
Transfer to Other Funds	10,369	-	3,043	3,530	3,530	4,236	20.00%
	274,391	277,543	320,351	352,913	353,230	423,496	20.00%
Total Expenditures	\$ 274,391	\$ 277,543	\$ 320,351	\$ 352,913	\$ 353,230	\$ 423,496	20.00%
Estimated Fund Balance at June 30, 2018					\$ 5,896		

290 TOURISM IMPROVEMENT DISTRICT (TID): The Napa Valley Tourism Improvement District was created in 2010 and is funded through an assessment on hotel room nights implemented and collected by lodging businesses throughout Napa Valley. The intent of the assessment is to support local activities and products that promote, support and enhance locally based tourism and hospitality efforts. Revenue is currently 2% of taxable room rent. These funds are directed by the Tourism Board created by the County MOU.

CITY OF ST. HELENA
Fund 291 - SB-1186 State Fees

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	723	\$	1,549	\$	1,568	\$	3,408	\$	3,408	\$	4,869
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SB1186 State Fees - Revenues

Investment Earnings	5	10	22	5	10	10	100.00%
Other Revenue	35	0	91	35	70	70	100.00%
Other State Revenue	786	7	1,728	785	1,570	1,570	100.00%
Total SB1186 State Fees Revenues	\$ 826	\$ 18	\$ 1,840	\$ 825	\$ 1,650	\$ 1,650	100.00%

SB1186 State Fees - Expenditures

Totals by category									
Transfer to Other Funds	-	-	-		189	4,083		0	
Total SB1186 State Fees Expenditures	\$	-	\$	-	\$	189	\$	4,083	0.00%
SB1186 State Fees Surplus/(Deficit)	826	18	1,840	825	1,461	(2,433)			

SB1186 State Fees Expenditures by Department

Non Department									
	Transfer to Other Funds	-	-	-	189	4,083	0.00%		
		-	-	-	189	4,083	0.00%		
Total Expenditures		\$ -	\$ -	\$ -	\$ 189	\$ 4,083	0.00%		

Estimated Fund Balance at June 30, 2018 \$ 2,436

291 SB-1186 STATE FEES: Effective January 1, 2013 an additional state fee of \$1 was added to the business license application and renewal fee for, (1) the purpose of increasing disability access and compliance with construction-related accessibility requirements, and (2) developing educational resources for businesses to facilitate compliance with federal and state disability laws. This fee sunsets on December 31, 2018.

CITY OF ST. HELENA
Fund 295 - N.O.A.A.

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 2,547	\$ 2,557	\$ 2,567	\$ 2,582	\$ 2,582	\$ 2,599	
N.O.A.A. - Revenues							
Investment Earnings	10	11	15	11	17	18	63.64%
Government Contribution	-	-	-	-	-	-	0.00%
Total N.O.A.A. Revenues	\$ 10	\$ 11	\$ 15	\$ 11	\$ 17	\$ 18	0.00%
N.O.A.A. - Expenditures							
Totals by category	-	-	-	-	-	-	0.00%
Contracts	-	-	-	-	-	-	0.00%
Total N.O.A.A. Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
N.O.A.A. Surplus/(Deficit)	10	11	15	11	17	18	
N.O.A.A. Expenditures by Department							
Non Department							
Contracts	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 2,617		

295 N.O.A.A.: This fund is used to account for monies used toward the compensation and mitigation project known as the Northern Napa River Tributary Stream Surveys.

CITY OF ST. HELENA
Fund 329 - Stabo Trust

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 35,068	\$ 35,205	\$ 35,354	\$ 35,555	\$ 35,555	\$ 35,795	
Stabo Trust - Revenues							
Investment Earnings	137	149	201	150	240	250	66.67%
Total Stabo Trust Revenues	\$ 137	\$ 149	\$ 201	\$ 150	\$ 240	\$ 250	66.67%
Stabo Trust - Expenditures							
Totals by category							
Contracts	-	-	-	-	-	-	0.00%
Total Stabo Trust Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Stabo Trust Surplus/(Deficit)	137	149	201	150	240	250	
Stabo Trust Expenditures by Department							
Non Department							
Contracts	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 36,045		

329 STABO TRUST: This fund is used to account for proceeds and expenditures toward the upkeep of Stabo Park located on Hunt Avenue.

CITY OF ST. HELENA
Fund 375 - Murray Trust

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 34,731	\$ 36,439	\$ 37,694	\$ 39,734	\$ 39,734	\$ 41,932	
Murray Trust - Revenues							
Investment Earnings	138	158	223	160	280	280	0.00%
Other Revenue	1,570	1,097	1,817	1,500	1,918	1,900	4.58%
Total Murray Trust Revenues	\$ 1,708	\$ 1,255	\$ 2,040	\$ 1,660	\$ 2,198	\$ 2,180	0.00%
Murray Trust - Expenditures							
Totals by category							
Contracts	-	-	-	-	-	-	0.00%
Total Murray Trust Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Murray Trust Surplus/(Deficit)	1,708	1,255	2,040	1,660	2,198	2,180	
Murray Trust Expenditures by Department							
	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 44,112		

375 MADELINE MURRAY TRUST FUND: The proceeds from a non-expendable trust established in 2000 as a bequest from the Madeline Murray, through the Madeline Murray and Bertha Tranah Foundation. The funds are to be used for new equipment purchases for the Police Department. The Fire Department also receives funding from the Madeline Murray and Bertha Tranah Foundation but it is given directly to the St. Helena Volunteer Fire Department, a non-profit organization.

CITY OF ST. HELENA

Fund 380 - Friends and Foundation

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)		\$ -	\$ 10,649	\$ (3,565)	\$ (3,565)	\$ (4,011)	
Friends and Foundation - Revenues							
Investment Earnings		(2)	296	-	-	-	0.00%
Donations		99,546	127,984	134,550	134,550	134,000	-0.41%
Other Revenue		-	-	-	-	-	0.00%
Total Friends and Foundation Revenues		\$ 99,544	\$ 128,280	\$ 134,550	\$ 134,550	\$ 134,000	4.46%
Friends and Foundation - Expenditures							
Totals by category							
Salaries		35,316	78,347	82,506	82,506	62,261	-24.54%
Benefits		4,249	7,166	6,312	6,312	4,489	-28.88%
Contracts		-	1,126	-	-	-	0.00%
Dept Supplies/Services		47,134	55,375	46,178	46,178	67,250	45.63%
Training & Conference		2,196	480	-	-	-	0.00%
Total Friends and Foundation Expenditures		\$ 88,896	\$ 142,493	\$ 134,996	\$ 134,996	\$ 134,000	-0.74%
Friends and Foundation Surplus/(Deficit)		10,649	(14,213)	(446)	(446)	-	
Friends and Foundation Expenditures by Department							
Library							
Salaries		35,316	78,347	82,506	82,506	62,261	-24.54%
Benefits		4,249	7,166	6,312	6,312	4,489	-28.88%
Contracts		-	1,126	-	-	-	0.00%
Dept Supplies/Services		47,134	55,375	46,178	46,178	67,250	45.63%
Training & Conference		2,196	480	-	-	-	0.00%
		88,896	142,493	134,996	134,996	134,000	-0.74%
Total Expenditures		\$ 88,896	\$ 142,493	\$ 134,996	\$ 134,996	\$ 134,000	-0.74%
Estimated Fund Balance at June 30, 2018					\$ (4,011)		

380 FRIENDS & FOUNDATION, ST. HELENA PUBLIC LIBRARY: This fund is used to account for grant monies to the St. Helena Public Library from the 501(c)(3) support organization FFSHPL and related expenditures.

CITY OF ST. HELENA

Fund 381 - Ryan Trust Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 17,333	\$ 17,727	\$ 18,466	\$ 12,114	\$ 12,114	\$ 5,475	
Ryan Trust - Revenues							
Investment Earnings	394	739	688	750	370	750	0.00%
Total Ryan Trust Revenues	\$ 394	\$ 739	\$ 688	\$ 750	\$ 370	\$ 750	0.00%
Ryan Trust - Expenditures							
Totals by category							
Dept Supplies/Services	-	-	7,040	7,040	7,009	-	-100.00%
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Ryan Trust Expenditures	\$ -	\$ -	\$ 7,040	\$ 7,040	\$ 7,009	\$ -	-100.00%
Ryan Trust Surplus/(Deficit)	394	739	(6,352)	(6,290)	(6,639)	750	
Ryan Trust Expenditures by Department							
Library							
Dept Supplies/Services	-	-	7,040	7,000	7,009	-	-100.00%
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	7,040	7,000	7,009	-	-100.00%
Total Expenditures	\$ -	\$ -	\$ 7,040	\$ 7,000	\$ 7,009	\$ -	-100.00%
Estimated Fund Balance at June 30, 2018					\$ 6,225		

381 RYAN LIBRARY TRUST: A non-expendable trust established in 1941 as a bequest from the estate of John Joseph Ryan. Only earnings on investments may be appropriated for library expenditures. Expenditures are restricted to any and all costs of maintaining the library. The fund represents the earnings on investments that are available for expenditure. The non-expendable principal is held separately.

CITY OF ST. HELENA

Fund 382 - Martin Trust Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1) \$ 33,329 \$ 33,724 \$ 33,370 \$ 25,064 \$ 25,064 \$ 24,064

Martin Trust - Revenues

Investment Earnings	396	971	676	950	400	950	0.00%
Total Martin Trust Revenues	\$ 396	\$ 971	\$ 676	\$ 950	\$ 400	\$ 950	0.00%

Martin Trust - Expenditures

Totals by category							
Contracts	-	1,325	8,982	-	-	-	0.00%
Dept Supplies/Services	-	-	-	1,400	1,400	-	-100.00%
Training/Conference	-	-	-	-	-	-	0.00%
Total Martin Trust Expenditures	\$ -	\$ 1,325	\$ 8,982	\$ 1,400	\$ 1,400	\$ -	-100.00%
Martin Trust Surplus/(Deficit)	396	(354)	(8,306)	(450)	(1,000)	950	

Martin Trust Expenditures by Department

Library

Contracts	-	1,325	8,982	-	-	-	0.00%
Dept Supplies/Services	-	-	-	1,400	1,400	-	-100.00%
Training/Conference	-	-	-	-	-	-	0.00%
	-	1,325	8,982	1,400	1,400	-	-100.00%
Total Expenditures	\$ -	\$ 1,325	\$ 8,982	\$ 1,400	\$ 1,400	\$ -	-100.00%

Estimated Fund Balance at June 30, 2018 \$ 25,014

382 MARTIN ESTATE TRUST: This is a non-expendable trust established in 1968 as a bequest from the estate of Leo H. Martin. Only earnings on investments may be appropriated for library expenses. These expenses are limited to extending, improving and enlarging the selection of books on California and Napa County History. The fund represents the earnings on investments that are available for expenditure. The non-expendable principal is held separately.

CITY OF ST. HELENA
Fund 384 - Tweed Trust Enhancement Distribution Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1)	\$	272,555	\$	244,874	\$	722,337	\$	695,016	\$	695,016	\$	664,909
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Tweed Trust - Revenues

Investment Earnings	1,419	3,092	4,104	3,500	4,200	4,000	14.29%
Donations	-	534,890	-	-	1,908	-	0.00%
Rental Income	79,255	21,006	47,512	45,500	45,500	45,500	0.00%
Transfers In	-	-	-	-	-	-	0.00%
Total Tweed Trust Revenues	\$ 80,674	\$ 558,988	\$ 51,616	\$ 49,000	\$ 51,608	\$ 49,500	1.02%

Tweed Trust - Expenditures

Totals by category									
Salary	14,166	584	-	-	-	-	0.00%		
Benefits	1,084	45	-	-	-	-	0.00%		
Agreements	-	-	-	-	-	-	0.00%		
Contracts	-	3,232	14,837	12,459	12,459	-	-100.00%		
Dept Supplies/Services	89,623	11,425	64,099	69,257	69,257	37,275	-46.18%		
Training/Conference	3,481	-	-	-	-	-	0.00%		
Capital Equipment	-	-	-	-	-	20,000	100.00%		
Transfer to Other Funds	-	66,240	-	-	-	-	-		
Total Tweed Trust Expenditures	\$ 108,354	\$ 81,526	\$ 78,936	\$ 81,716	\$ 81,716	\$ 57,275	-29.91%		
Tweed Trust Surplus/(Deficit)	(27,680)	477,462	(27,320)	(32,716)	(30,108)	(7,775)			

Tweed Trust Expenditures by Department

Non Department

Agreements	-	100,000	-	-	-	-	0.00%
Transfer to Other Funds	-	66,240	-	-	-	-	0.00%
	-	166,240	-	-	-	-	0.00%

Library

Salary	14,166	584	-	-	-	-	0.00%
Benefits	1,084	45	-	-	-	-	0.00%
Agreements	-	-	-	-	-	-	0.00%
Contracts	-	3,232	14,837	12,459	12,459	-	-100.00%
Dept Supplies/Services	89,623	11,425	64,099	69,257	69,257	37,275	-46.18%
Training/Conference	3,481	-	-	-	-	-	0.00%
Computer Equipment	-	-	-	-	-	20,000	100.00%
	108,354	15,286	78,936	81,716	81,716	57,275	-29.91%

Total Expenditures	\$	108,354	\$	181,526	\$	78,936	\$	81,716	\$	81,716	\$	57,275	-29.91%
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Estimated Fund Balance at June 30, 2018 **\$ 657,134**

384 TWEED TRUST – ENHANCEMENT DISTRIBUTION: A trust established in 2000 as a bequest from Dorothy L. Tweed and governed by the Wood Endowment administrative framework. This fund is the expendable annual 4% distribution from the Tweed Enhancement Account of the net fair market value of assets. Funds are to benefit the library and provide support to enhance and enrich basic library services and to enhance the interior of the building. All funding requests are approved by the Library Board of Trustees and the City Council.

385 TWEED TRUST – CONSTRUCTION: A trust established as a bequest from Dorothy L. Tweed and governed by the Wood Endowment administrative framework. Up to twenty percent (20%) of principal is reserved for new building construction. All funding requests **are approved by the Library Board of Trustees and the City Council.**

386 TWEED TRUST – ENHANCEMENT: A trust established in 2000 as a bequest from Dorothy L. Tweed and governed by the Wood Endowment administrative framework. This is the non-expendable 80% allocation of principal, from which the 4% annual distribution of interest is drawn for Fund 384.

CITY OF ST. HELENA

Fund 420 - 1996 GO Bonds Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 266,954	\$ 370,918	\$ 402,138	\$ 324,165	\$ 324,165	\$ 146,002	
1996 GO Bonds - Revenues							
Property Tax	284,076	213,324	106,014	-	1,931	-	0.00%
Investment Earnings	-	-	-	-	-	-	0.00%
Homeowner Property Tax	854	739	144	-	-	-	0.00%
Total 1996 GO Bonds Revenues	\$ 284,929	\$ 214,063	\$ 106,158	\$ -	\$ 1,931	\$ -	0.00%
1996 GO Bonds - Expenditures							
Totals by category							
Debt Payments	180,965	182,843	184,131	180,094	180,094	500	-99.72%
Total 1996 GO Bonds Expenditures	\$ 180,965	\$ 182,843	\$ 184,131	\$ 180,094	\$ 180,094	\$ 500	-99.72%
1996 GO Bonds Surplus/(Deficit)	103,964	31,220	(77,974)	(180,094)	(178,163)	(500)	
1996 GO Bonds Expenditures by Department							
Non Department							
Debt Payments	180,965	182,843	184,131	180,094	180,094	500	-99.72%
	180,965	182,843	184,131	180,094	180,094	500	-99.72%
Total Expenditures	\$ 180,965	\$ 182,843	\$ 184,131	\$ 180,094	\$ 180,094	\$ 500	-99.72%

Estimated Fund Balance at June 30, 2018 \$ 145,502

420 FIRE STATION BONDS: Long-term debt associated with the issuance of the 1996 Fire Station Bonds is accounted for here. The bonds, bearing interest from 5.0% to 6.75% are payable January 1 and July 1 of each year through the year 2016. Principle matures each July 1 at \$65,000 to \$175,000 from 1998 through 2016. Debt service is financed through property tax assessments on all property within the City. Rates are established annually by the City Council and must be certified to Napa County Auditor/Controller by August 15 of each year.

CITY OF ST. HELENA

Fund 443 - South St. Helena Drainage Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 16/17 Budget % Change
Beginning Fund Balance (July 1)	\$ 28,298	\$ 28,408	\$ 28,529	\$ 28,691	\$ 28,691	\$ 28,891	
South St. Helena Drainage - Revenues							
Investment Earnings	110	120	162	120	200	210	0.00%
Storm Drain Reimbursement	-	-	-	-		-	0.00%
Total South St. Helena Drainage Revenues	\$ 110	\$ 120	\$ 162	\$ 120	\$ 200	\$ 210	0.00%
South St. Helena Drainage - Expenditures							
Totals by category	-	-	-	-	-	-	0.00%
Total South St. Helena Drainage Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
South St. Helena Drainage Surplus/(Deficit)	110	120	162	120	200	210	
South St. Helena Drainage Expenditures by Department							
	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 29,101		

443 SOUTH S.H. DRAINAGE ASSESSMENT: Fund established to account for a Subdivision Reimbursement Agreement wherein a developer installed an oversized storm drain improvement and the City by ordinance 89-11 set up the South St. Helena Drainage Improvement Benefit Zone to assess property owners benefiting from the improvement to pay the costs associated with the storm drain. As fees are collected, they are remitted to the developer less 1.5% for City administrative costs.

CITY OF ST. HELENA

Fund 582 - City Garage Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ -	\$ 2,955	\$ 24,446	\$ 62,066	\$ 62,066	\$ 81,986	
City Garage - Revenues							
Investment Earnings	(123)	(56)	(50)	50	(80)	(50)	-200.00%
Charges for Services	129,736	135,652	214,472	207,015	207,015	216,690	4.67%
Operating Transfers In	-	-	-	-	-	-	0.00%
Total City Garage Revenues	\$ 129,613	\$ 135,597	\$ 214,422	\$ 207,065	\$ 206,935	\$ 216,640	4.62%
City Garage - Expenditures							
Totals by category							
Salary	-	724	55,263	42,710	42,710	50,078	17.25%
Benefits	951	329	28,043	24,123	24,123	24,912	3.27%
Contracts	-	-	-	-	-	-	0.00%
Dept Supplies/Services	3,815	2,539	422	5,695	5,695	5,700	0.09%
Training/Conference	-	-	-	-	-	-	0.00%
Vehicle/Equip Maintenance	121,891	110,515	93,074	134,487	114,487	136,000	1.13%
Capital Equipment	-	-	-	-	-	-	0.00%
Total City Garage Expenditures	\$ 126,658	\$ 114,106	\$ 176,802	\$ 207,015	\$ 187,015	\$ 216,690	4.67%
City Garage Surplus/(Deficit)	2,955	21,490	37,620	50	19,920	(50)	
City Garage Expenditures by Department							
Public Works Garage							
Salary	-	724	55,263	42,710	42,710	50,078	17.25%
Benefits	951	329	28,043	24,123	24,123	24,912	3.27%
Contracts	-	-	-	-	-	-	0.00%
Dept Supplies/Services	3,815	2,539	422	5,695	5,695	5,700	0.09%
Vehicle/Equip Maintenance	121,891	110,515	93,074	134,487	114,487	136,000	1.13%
Capital Equipment	-	-	-	-	-	-	0.00%
	126,658	114,106	176,802	207,015	187,015	216,690	22.56%
Total Expenditures	\$ 126,658	\$ 114,106	\$ 176,802	\$ 207,015	\$ 187,015	\$ 216,690	4.67%

Estimated Fund Balance at June 30, 2018

\$81,936

582 CITY GARAGE: This Internal Service Fund is designed to account for the total costs of maintaining the fleet of vehicles and automotive equipment owned by the city. Costs are allocated to the various user departments based on time and materials used within those user departments.

CITY OF ST. HELENA

Fund 592 - Equipment Replacement Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 16/17 Budget % Change
Beginning Fund Balance (July 1)		\$ -	\$ 105,590	\$ 49,355	\$ 49,355	\$ 49,355	
Equipment Replacement - Revenues							
Investment Earnings		238	197	50	-		-100.00%
Operating Transfers In		138,100	-	-	-	-	0.00%
Total Equipment Replacement Revenues	\$	138,338	\$ 197	\$ 50	\$ -	\$ -	-100.00%
Equipment Replacement- Expenditures							
Totals by category							
Computer Equipment		32,748	56,432	-	-	-	0.00%
Total Equipment Replacement Expenditures	\$	32,748	\$ 56,432	\$ -	\$ -	\$ -	0.00%
Equipment Replacement Surplus/(Deficit)		105,590	(56,235)		-	-	
Equipment Replacement Expenditures by Department							
Non Department							
Computer Equipment		32,748	56,432	-	-	-	0.00%
		32,748	56,432	-	-	-	0.00%
City Manager's Office							
Computer Equipment		-	-	-	-	-	0.00%
		-	-	-	-	-	0.00%
Total Expenditures	\$	32,748	\$ 56,432	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$	49,355	

592 EQUIPMENT REPLACEMENT: This Internal Service Fund is designed to account for the total costs and set aside funds for future replacement costs of equipment. This includes vehicles, computers and other equipment as identified. As equipment is identified, user departments will be allocated costs based on estimated costs of replacement.

CITY OF ST. HELENA

Fund 593 - Fire Department Capital Equipment Replacement Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 16/17 Budget % Change
Beginning Fund Balance (July 1)			\$ -	\$ 77,616	\$ 77,616	\$ 77,616	
Equipment Replacement - Revenues							
Investment Earnings			-	-			0.00%
Emergency Relief			77,616	-	-	-	0.00%
Total Equipment Replacement Revenues			\$ 77,616	\$ -	\$ -	\$ -	0.00%
Equipment Replacement- Expenditures							
Totals by category							
Computer Equipment			-	-	-	-	0.00%
Total Equipment Replacement Expenditures			\$ -	\$ -	\$ -	\$ -	0.00%
Equipment Replacement Surplus/(Deficit)			77,616		-	-	
Equipment Replacement Expenditures by Department							
Non Department							
Computer Equipment			-			-	0.00%
			-		-	-	0.00%
City Manager's Office							
Computer Equipment			-		-	-	0.00%
			-		-	-	0.00%
Total Expenditures			\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 77,616		

593 EQUIPMENT REPLACEMENT: This Fund is designated to account for funds set aside for future replacement costs and maintenance costs of Fire Department equipment. Funds included are received from Fire Department Strike Team Revenues received for use of fire apparatuses and equipment during Strike Teams Incidents.

CITY OF ST. HELENA

Fund 700 - Flood Control Capital Reserve Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)				\$ -	\$ -	\$ 50,360	
Flood Control Capital Reserve - Revenues							
Investment Earnings				-	360	360	100.00%
Transfers From Other Funds				50,000	50,000	50,000	100.00%
Total Flood Control Capital Reserve Revenues				\$ 50,000	\$ 50,360	\$ 50,360	100.00%
Civic Impact Fees - Expenditures							
Totals by category							
Transfer to Other Funds				-	-	-	0.00%
Total Flood Control Capital Reserve Expenditures				\$ -	\$ -	\$ -	0.00%
Flood Control Capital Reserve Surplus/(Deficit)				50,000	50,360	50,360	
Flood Control Capital Reserve Expenditures by Department							
Non Department							
Transfer to Other Funds				-	-	-	0.00%
				-	-	-	0.00%
Total Expenditures				\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018						\$ 100,720	

700 Flood Control Capital Reserve: This fund is used for the expansion, major repair or replacement of the flood control facilities located near Vineyard Valley Mobile Home Park. This fund is required to be in effect for the term of the City's State Revolving Loan, which is currently through 2028.

Fund 713 - Civic Impact Fees Budget Worksheet

Civic Impact Fees - Revenues

Civic Impact Fees - Expenditures

Civic Impact Fees Expenditures by Department

Estimated Fund Balance at June 30, 2018

713 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.

CITY OF ST. HELENA

Fund 734 - Park Impact Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ -	\$ 109,318	\$ 282,569	\$ 372,084	\$ 372,084	\$ 535,784	
Park Impact Fees - Revenues							
Investment Earnings	88	939	1,898	1,000	2,800	2,000	100.00%
Park Impact Fees	109,230	172,311	87,618	150,000	160,900	150,000	0.00%
Total Park Impact Fees Revenues	\$ 109,318	\$ 173,251	\$ 89,516	\$ 151,000	\$ 163,700	\$ 152,000	0.66%
Park Impact Fees - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Park Impact Fees Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Impact Fees Surplus/(Deficit)	109,318	173,251	89,516	151,000	163,700	152,000	
Park Impact Fees Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2018					\$ 687,784		

734 PARK IMPACT: This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.

CITY OF ST. HELENA

Fund 740 - Traffic Mitigation Impact Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
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Beginning Fund Balance (July 1) \$ 1,334,317 \$ 1,606,060 \$ 1,955,922 \$ 2,072,547 \$ 2,072,547 \$ 2,141,148

Traffic Mitigation Impact Fees - Revenues

Investment Earnings	5,597	7,345	11,509	5,000	13,000	14,000	180.00%
Traffic Mitigation Impact Fees	266,146	342,518	109,635	315,000	62,000	150,000	-52.38%
Total Traffic Mitigation Impact Fees Revenues	\$ 271,743	\$ 349,863	\$ 121,144	\$ 320,000	\$ 75,000	\$ 164,000	-48.75%

Traffic Mitigation Impact Fees - Expenditures

Totals by category							
Transfer to Other Funds	-	-	2,766	-	-	-	0.00%
Contracts	-	-	1,753	6,400	6,400	-	-100.00%
Total Traffic Mitigation Impact Fees Expenditures	\$ -	\$ -	\$ 4,519	\$ 6,400	\$ 6,400	\$ -	-100.00%
Traffic Mitigation Impact Fees Surplus/(Deficit)	271,743	349,863	116,625	313,600	68,600	164,000	

Traffic Mitigation Impact Fees Expenditures by Department

Non Department

Transfer to Other Funds	-	-	2,766	-	-	-	0.00%
	-	-	2,766	-	-	-	-100.00%

Finance

Contracts	-	-	1,753	6,400	6,400	-	-100.00%
	-	-	1,753	6,400	6,400	-	-100.00%

Total Expenditures	\$ -	\$ -	\$ 4,519	\$ 6,400	\$ 6,400	\$ -	-100.00%
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Estimated Fund Balance at June 30, 2018 \$ 2,305,148

740 TRAFFIC MITIGATION IMPACT: This fund is used to accumulate funds from new or proposed development to finance circulation improvements to reduce the impacts of traffic generated by new development within the City.

CITY OF ST. HELENA
Fund 742 - Storm Drain Impact Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 411,877	\$ 477,079	\$ 560,485	\$ 579,967	\$ 579,967	\$ 594,068	
Storm Drain Impact Fees - Revenues							
Investment Earnings	1,684	2,171	3,257	2,200	4,000	4,000	81.82%
Storm Drain Impact Fees	63,517	81,235	17,978	75,000	16,500	25,000	-66.67%
Total Storm Drain Impact Fees Revenues	\$ 65,202	\$ 83,406	\$ 21,235	\$ 77,200	\$ 20,500	\$ 29,000	-62.44%
Storm Drain Impact Fees - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Contracts	-	-	1,753	6,400	6,400	-	-100.00%
Total Storm Drain Impact Fees Expenditures	\$ -	\$ -	\$ 1,753	\$ 6,400	\$ 6,400	\$ -	-100.00%
Storm Drain Impact Fees Surplus/(Deficit)	65,202	83,406	19,482	70,800	14,100	29,000	
Storm Drain Impact Fees Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Finance							
Contracts	-	-	1,753	6,400	6,400	-	-100.00%
	-	-	1,753	6,400	6,400	-	-100.00%
Total Expenditures	\$ -	\$ -	\$ 1,753	\$ 6,400	\$ 6,400	\$ -	-100.00%

Estimated Fund Balance at June 30, 2018 \$ 623,068

742 STORM DRAIN IMPROVEMENT: This fund is used to accumulate funds from new development’s proportionate share of planned drainage system improvements.

CITY OF ST. HELENA

Fund 744 - Housing Impact Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Budget	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 25,593	\$ 25,692	\$ 25,801	\$ 25,948	\$ 25,948	\$ 26,108	
Housing Impact Fees - Revenues							
Investment Earnings	100	109	147	110	160	160	45.45%
Housing Impact Fees	-	-	-	-	-	-	0.00%
Total Housing Impact Fees Revenues	\$ 100	\$ 109	\$ 147	\$ 110	\$ 160	\$ 160	0.00%
Housing Impact Fees - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Housing Impact Fees Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Housing Impact Fees Surplus/(Deficit)	100	109	147	110	160	160	
Housing Impact Fees Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Estimated Fund Balance at June 30, 2018 \$ 26,268

744 HOUSING IMPACT FEES: This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

CITY OF ST. HELENA

Fund 745 - Parking In-Lieu Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 544,874	\$ 547,999	\$ 551,123	\$ 555,456	\$ 555,456	\$ 558,956	
Parking In-Lieu Fees - Revenues							
Investment Earnings	2,125	2,324	3,133	2,400	3,000	3,000	0.00%
Parking In-Lieu Fees	1,000	800	1,200	1,200	500	1,200	0.00%
Total Parking In-Lieu Fees Revenues	\$ 3,125	\$ 3,124	\$ 4,333	\$ 3,600	\$ 3,500	\$ 4,200	0.00%
Parking In-Lieu Fees - Expenditures							
Totals by category							
Contracts	-	-	-	-	-	-	0.00%
Total Parking In-Lieu Fees Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Parking In-Lieu Fees Surplus/(Deficit)	3,125	3,124	4,333	3,600	3,500	4,200	
Parking In-Lieu Fees Expenditures by Department							
City Attorney							
Contracts	-	-	-	-	-	-	0.00%
	-	-	-	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Estimated Fund Balance at June 30, 2017					\$ 563,156		

745 PARKING IN-LIEU: This fund is used to accumulate funds from new or proposed development to pay for all or a portion of the costs associate with providing new parking facilities in the City.

CITY OF ST. HELENA

Fund 751 - Affordable Housing Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ (182,226)	\$ 684,344	\$ 930,254	\$ 1,312,814	\$ 1,312,814	\$ 1,491,842	
Affordable Housing Fees - Revenues							
Investment Earnings	(96)	3,461	6,879	3,500	9,200	9,500	171.43%
Affordable Housing Fees	884,027	257,649	427,649	250,000	200,000	250,000	0.00%
Other Revenue	14,429	-	17	-	737	-	0.00%
Rental Income	5,100	4,814	75	-	-	-	0.00%
Total Affordable Housing Fees Revenues	\$ 903,460	\$ 265,925	\$ 434,619	\$ 253,500	\$ 209,937	\$ 259,500	2.37%
Affordable Housing Fees - Expenditures							
Totals by category							
Contracts	6,647	11,138	51,130	60,000	29,471	15,000	-75.00%
Contributions	20,950	-	-	-	438	10,000	100.00%
Capital	236	-	-	-	-	-	0.00%
Dept Supplies/Services	6,561	6,562	20	500	500	-	-100.00%
Utilities	2,470	2,314	910	500	500	-	-100.00%
Training & Conference	26	-	-	-	-	-	0.00%
Transfer to Other Funds	-	-	-	-	-	-	0.00%
Total Affordable Housing Fees Expenditures	\$ 36,890	\$ 20,014	\$ 52,059	\$ 61,000	\$ 30,909	\$ 25,000	-59.02%
Affordable Housing Fees Surplus/(Deficit)	866,570	245,910	382,560	192,500	179,028	234,500	
Affordable Housing Fees Expenditures by Department							
Non Department							
Contracts	2,223	750	29,282	30,000	-	-	-100.00%
Contributions	20,950	-	-	-	438	-	0.00%
Capital	236	-	-	-	-	-	0.00%
Dept Supplies/Services	6,561	6,562	20	500	500	-	-100.00%
Utilities	2,470	2,314	910	500	500	-	-100.00%
Transfer to Other Funds	-	-	-	-	-	-	0.00%
	32,440	9,627	30,212	31,000	1,438	-	-100.00%
City Council							
Contributions	-	-	-	-	-	10,000	100.00%
	-	-	-	-	-	10,000	100.00%
City Manager's Office							
Training & Conference	26	-	-	-	-	-	0.00%
	26	-	-	-	-	-	0.00%
City Attorney							
Contracts	4,424	10,388	21,848	30,000	29,471	15,000	-50.00%
	4,424	10,388	21,848	30,000	29,471	15,000	-50.00%
Total Expenditures	\$ 36,890	\$ 20,014	\$ 52,059	\$ 61,000	\$ 30,909	\$ 15,000	-75.41%
Estimated Fund Balance at June 30, 2018					\$ 1,726,342		

751 AFFORDABLE HOUSING: This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

CITY OF ST. HELENA
Fund 764 - Water Impact Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 54,116	\$ 341,825	\$ 542,539	\$ 193,507	\$ 193,507	\$ 244,147	
Water Impact Fees - Revenues							
Investment Earnings	569	1,787	1,337	1,800	640	800	-55.56%
Other Revenue	-	45,937	10,891	-	-	-	0.00%
Water Impact Fees	287,140	152,989	(42,756)	100,000	50,000	75,000	-25.00%
Total Water Impact Fees Revenues	\$ 287,709	\$ 200,713	\$ (30,528)	\$ 101,800	\$ 50,640	\$ 75,800	-25.54%
Water Impact Fees - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	316,750	57,465	-	-	-100.00%
Contracts	-	-	1,753	-	-	-	0.00%
Total Water Impact Fees Expenditures	\$ -	\$ -	\$ 318,503	\$ 57,465	\$ -	\$ -	-100.00%
Water Impact Fees Surplus/(Deficit)	287,709	200,713	(349,031)	44,335	50,640	75,800	
Water Impact Fees Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	316,750	57,465	-	-	-100.00%
	-	-	316,750	57,465	-	-	-100.00%
Finance							
Contracts	-	-	1,753	-	-	-	0.00%
	-	-	1,753	-	-	-	0.00%
Total Expenditures	\$ -	\$ -	\$ 318,503	\$ 57,465	\$ -	\$ -	-100.00%
Estimated Fund Balance at June 30, 2018					\$ 319,947		

764 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.

CITY OF ST. HELENA
Fund 774 - Wastewater Impact Fees Budget Worksheet

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Estimated Year End	FY 17/18 Budget	FY 17/18 Budget % Change
Beginning Fund Balance (July 1)	\$ 676,162	\$ 597,051	\$ 649,862	\$ 630,694	\$ 630,694	\$ 647,394	
Wastewater Impact Fees - Revenues							
Investment Earnings	2,818	2,587	3,388	2,500	4,200	4,300	72.00%
Other Revenue	-	30,625	1,693	-	-	-	0.00%
Wastewater Impact Fees	(81,929)	19,600	15,303	18,000	12,500	15,000	-16.67%
Total Wastewater Impact Fees Revenues	\$ (79,111)	\$ 52,812	\$ 20,384	\$ 20,500	\$ 16,700	\$ 19,300	-5.85%
Wastewater Impact Fees - Expenditures							
Totals by category							
Transfer to Other Funds	-	-	37,800	10,500	-	-	-100.00%
Contracts	-	-	1,753	6,400	-	-	-100.00%
Total Wastewater Impact Fees Expenditures	\$ -	\$ -	\$ 39,553	\$ 16,900	\$ -	\$ -	-100.00%
Wastewater Impact Fees Surplus/(Deficit)	(79,111)	52,812	(19,169)	3,600	16,700	19,300	
Wastewater Impact Fees Expenditures by Department							
Non Department							
Transfer to Other Funds	-	-	37,800	10,500	10,500	-	-100.00%
	-	-	37,800	10,500	10,500	-	-100.00%
Finance							
Contracts	-	-	1,753	6,400	6,400	-	-100.00%
	-	-	1,753	6,400	6,400	-	-100.00%
Total Expenditures	\$ -	\$ -	\$ 37,800	\$ 10,500	\$ 10,500	\$ -	-100.00%
Estimated Fund Balance at June 30, 2018					\$ 666,694		

774 WASTEWATER IMPACT: This fund was established to account for the costs of constructing and improving the wastewater treatment plant and sewer collection system in order to support new development.

CITY OF ST. HELENA

Readers Guide to the Budget**GLOSSARY OF COMMON BUDGET AND FINANCIAL TERMS**

ACCOUNT	Financial reporting unit for budget, management, or accounting purposes.
ACCOUNTS PAYABLE	The amounts owed to others for goods and services received.
ACCOUNTS RECEIVABLE	Amounts due from others for goods furnished and services rendered.
ACCRUAL BASIS	The basis whereby transactions and events are recognized when they occur, regardless of when cash is received or paid.
ACTUAL PRIOR YEAR	Actual amounts for the fiscal year preceding the current fiscal year which precedes the budget fiscal year.
ALLOCATION	Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.
ALLOTMENT	That portion of an appropriation which may be encumbered or spent during a specified period.
AMORTIZATION	Payment of a debt by regular intervals over a specific period of time.
APPROPRIATION	An authorization by a legislative body (e.g. City Council) that provides legal permission to make expenditures and incur obligations for specific purposes. ¹
ASSET	Resources owned or held by a government which have monetary value.
ASSESSED VALUATION	Official government value placed upon real estate or other property as a basis for levying taxes.
BOND	A written promise to pay a specific amount of money at a specific date in the future together with a periodic interest as a special rate. Two types are used: General Obligation and Revenue.
BONDED INDEBTEDNESS	Outstanding debt by issues of bonds which is repaid by ad valorem or other revenue.

¹ "Appropriations subject to limitation," for purposes of each agency's Gann limit, means "any authorization to expend during a fiscal years the proceeds of taxes levied by or for that agency and the proceeds of state subventions to that agency." Cal. Const. Art. XIII B, section 8(b).

BUDGET AMENDMENT	A procedure authorized by some City Councils that allows the City Manager to make adjustments to expenditures within or between departmental budgets by revising budget appropriations. Note: City Council approval is always required for additional appropriations from a fund balance or new revenue sources.
BUDGET DEFICIT	Amount by which the government's budget outlays exceed its budget receipts for a given period, usually a fiscal year.
CAPITAL IMPROVEMENT PROGRAM	Annual appropriations in a City's budget for capital improvement projects such as street or park improvements, building construction and various kinds of major facility maintenance. Capital improvement projects are often multi-year projects that require funding beyond the one-year periods of the annual budget.
CAPITALIZATION THRESHOLD	The dollar value at which government elects to capitalize tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.
DEBT SERVICE; DEBT SERVICE FUND	The payment of principal and interest on borrowed funds such as bonds. A fund established to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Sometimes a debt service fund is referred to as a sinking fund. Debt financing is most commonly used to address temporary short-term cash flow problems and to provide funding for improvements with long lives. Borrowing long-term for operational or short-term capital needs is not advised. ²
ENCUMBRANCE	Prior to actual spending, an obligation charged against a budget indicating that a commitment has been made or an order placed for goods and services not yet received or paid for. After an encumbrance has been made, the money is not then available for other transactions.
EQUITY FUNDING	Funding is accomplished with available resources, and does not include leveraged resources. Project funding is dictated by the availability of cash.
EXPENDITURE	A decrease in net financial resources. Expenditures include current operating expenses that require the current or future use of net current assets, debt service and capital outlays.

² Be aware that Article XVI, section 18 of the California Constitution prohibits a City from borrowing more money than it can repay in a single fiscal year from its general fund without a two-thirds vote of the electorate. Common exceptions to this borrowing restriction are the special fund doctrine; and the lease purchase agreement.

EXPENSE	A decrease in net total assets. Expenses represent the total cost of operations during a period regardless of the timing of related expenditures.
FIDUCIARY FUNDS	Trust and Agency funds.
FISCAL POLICY	A government's policies with respect to revenues, spending and debt management as these relate to government services, programs and capital investment. Fiscal Policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.
FISCAL YEAR	The 12-month period used by the City of St. Helena begins with July 1, and ends with June 30 of the designated fiscal year (i.e., FY 2011-12 ends on June 30, 2012).
FIXED ASSETS	Assets of long-term character which are intended to be held or used for more than one fiscal year. Examples are land, buildings, machinery and furniture.
FORCE ACCOUNT	Construction of maintenance activities performed by the City's own personnel, rather than by outside labor.
FULL-TIME EQUIVALENT (FTE)	Number of positions calculated on the basis that one FTE equates to a 40-hour workweek for twelve months. For example, two part-time positions working 20 hours for twelve months also equals one FTE.
FUNCTION	Group of related programs crossing organizational (departmental) boundaries and aimed at accomplishing a broad goal or major service.
FUND	A fiscal and accounting entity with a self-balancing set of accounts in which cash and other financial resources, all related liabilities or balances and changes therein are recorded and segregated to carry on specific activities or attain certain objectives in accordance with special regulations, restrictions or limitations.
FUND BALANCE	A term used to express the excess of assets over liabilities (equity). It also represents the accumulated net resources of a fund available for reservation, designation, or for appropriation.
GENERAL FUND	General operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.
GENERAL OBLIGATION BONDS	Bonds where the City pledges its full faith and credit to the repayment of bonds. These bonds are secured by the General Fund of the City.

GOVERNMENTAL FUNDS	General, Special Revenue, Debt Service, and Capital Projects funds.
GRANTS	Contributions of cash or other assets from another governmental agency (usually) to be expended or used for a specified purpose, activity or facility.
LEASE PURCHASE	Contractual Agreements which are termed leases, but whose lease amount is applied to the purchase.
LONG TERM DEBT	Debt with a maturity of more than one year after the date of the issue.
OPERATING DEFICIT	The excess of operating expenditures over operating revenues.
OPERATING SURPLUS	The excess of operating revenues over operating expenditures.
ORDINANCE	A formal legislative enactment by the City Council. If it is not in conflict with any higher form of law, it has the full force and effect of law within the boundaries of the City.
RESERVES	Accumulated funds legally restricted or otherwise designated by a City Council for specific purposes.
RESOLUTION	A special or temporary order of the City Council requiring less formality than an ordinance.
REVENUES	Total amount of income received, earned or otherwise available for appropriation.
SURPLUS	An excess of revenues over expenditures.
TAXES	Compulsory charges levied by a government for the purpose of financing services performed for the common good.
TRANSFERS	Payments from one fund to another ideally for work or services provided, or to cover operating expense shortfalls.
USER FEES	Payments of charges for direct receipt of a public service by the party benefiting from the service.

CITY OF ST. HELENA
Readers Guide to the Budget

ACRONYMS

AV	Audio Visual
AWWA	American Water Works Association
BMP	Best Management Practices
CAFR	Comprehensive Annual Finance Report
CCAC	City Clerk Association of California
CCC	California Conservation Crews
CCR	Consumer Confidence Report
CDBG	Community Development Block Grant
CEQA	California Environmental Quality Act
CIP	Capital Improvement Project
CLA	California Library Association
CLETS	California Law Enforcement Telecommunications System
CLSA	California Library Services Act
COPS	Citizen's Options for Public Safety
CSL	California State Library
CSO	Community Services Officer
CSMFO	California Society of Municipal Finance Officers
DARE	Drug Abuse Resistance Education
DBP	Disinfection By-Products
DMV	Department of Motor Vehicles
DPW	Department of Public Works
EAP	Employee Assistance Program
EIR	Environmental Impact Review

EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
ERAF	Education Review Augmentation Fund
FEMA	Federal Emergency Management Agency
FF	Firefighter
FTE	Full Time Equivalent
GAAP	Generally Accepted Accounting Principles
GAAS	Generally Accepted Auditing Standards
GASB	Governmental Accounting Standards Board
GIS	Geographic Information Systems
GO	General Obligation
HDPE	High-Density Polyethylene Pipe
HSP	High Service Pump
HVAC	Heating & Air Conditioning
ICMA	International City/County Management Association
IT	Information Technology
LAFCO	Local Agency Formation Commission
LSWTP	Louis Stralla Water Treatment Plant
MDC	Mobile Data Center
MGD	Million Gallons per Day
MSD	Metropolitan Sewer District
MTC	Metropolitan Transportation Commission
NBC	North Bay Cooperative Library System
NCTPA	Napa County Transportation Planning Agency

NFPA	National Fire Protection Association
NLS	Northnet Library System
NSIB	Napa Special Investigation Bureau
OCLC	Online Computer Library Center, Inc.
OES	Office of Emergency Services
PERS	Public Employees Retirement System
PLF	Public Library Foundation
POF	Police Officers Foundation
REMIF	Redwood Empire Municipal Insurance Fund
RIMS	Records Integrated Management System
RLS	Robert Louis Stevenson Middle School
RWQCB	Regional Water Quality Control Board
SBW	Stonebridge Well
SCADA	Supervising Control and Data Acquisition
SCBA	Self-Contained Breathing Apparatus
SNAP	Solano & Napa Partners
SWRCB	State Water Resource Control Board
TID	Tourism Improvement District
TOT	Transient Occupancy Tax
VFD	Variable Frequency Drive
WTP	Water Treatment Plant
WWTP	Waste Water Treatment Plant

CITY OF ST. HELENA
Readers Guide to the Budget

Funds

101 GENERAL 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.

210 COMMUNITY DEVELOPMENT BLOCK GRANT: This fund is used for expenditures and grant reimbursements for Community Development Block Grant (CDBG) funded programs or projects.

211 ENVIRONMENTAL PROTECTION AGENCY GRANT (EPAG): This fund is used for expenditures and grant reimbursements for Environmental Protection Agency Grant (EPAG) funded programs or projects.

212 DEPARTMENT OF HOMELAND SECURITY (DHSG): This fund is used for expenditures and grant reimbursements for Department of Homeland Security Grant (DHSG) funded programs or projects.

216 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.

218 PUBLIC LIBRARY FOUNDATION: This fund is used to account for State Aid for libraries and related expense account for proceeds from the State of California under the California Library Services Act and related expenditures.

219 CLSA LIBRARY RESTORATION: This fund was established as a special revenue fund to account for proceeds from the State of California under the California Library Services Act and related expenditures.

220 NAPA VALLEY NOW: This fund was established to account for proceeds and expenditures associated with the administration of the website www.napavalleynow.com which is managed by the St. Helena Public Library in partnership with several other private and public organizations in Napa County.

222 PARK DEVELOPMENT: A special revenue fund for Ballpark State Grant, Proposition 12 Park per capita funding, other park grants, and park donations. These funds are restricted for park improvements and development.

223 SKATE PARK LIGHTING: This fund is used to account for donations and is used to fund the expenses incurred in maintaining the Skate Park lights.

224 PUBLIC SAFETY (COPS): A special revenue fund used to account for transactions related to supporting front line police officers.

225 STATE GAS TAX 2105: This fund is used to account for proceeds and expenditures of revenue received as a result of Proposition 111. Funds are restricted for use in the same manner as Section 2106/07. In addition, Proposition 111 established a "Maintenance of Effort" provision requiring cities to continue to provide matching street related expenditures from the General Fund equal to the average

amount expended over the past 3 years.

226 STATE GAS TAX 2106: This fund is used to account for proceeds and expenditures of gas tax revenue received under the California Streets and Highways Code Section 2106. Apportionments are based on vehicle registration, assessed valuation, and population. Funds are restricted to any street or road purpose that include: construction, maintenance and allocated overhead related to streets, roads, bridges, culverts, curbs, gutters, sidewalks, traffic signals, right-of-way landscaping, traffic signs, bike paths adjacent to streets and roads.

227 STATE GAS TAX 2107: This fund is used to account for proceeds and expenditures of gas tax revenue received under the California Streets and Highways Code Section 2107. Apportionments are based on population. Uses of funds are the same as those listed for fund 225.

228 STATE GAS TAX 2107.5: This fund is used to account for proceeds and expenditures of gas tax revenue received under the California Streets and Highway Code Section 2107.5. Apportionments are based on population. Funds are restricted for use in covering the costs of street related engineering and administrative expenses. Cities with a population of less than 10,000 may use these funds for acquisition of rights-of-way and construction of its street system.

229 STATE GAS TAX 2103: Section 2103 was added beginning with the 2010-11 fiscal year to allocate funds from a new motor vehicle fuel excise tax that replaces previous city and county allocations from the Proposition 42 sales tax on gasoline. This is the change known as the "fuel tax swap of 2010." Section 2103 funds are allocated to cities and counties on a per capita basis. Funds must be used for street and highway pavement maintenance, rehabilitation, reconstruction and storm damage repair. For Proposition 42 purposes, maintenance means patching, overlay, and sealing. Reconstruction includes overlay, sealing, or widening of the roadway to bring the roadway width to the desirable minimum pavement width consistent with accepted design standards for local streets and roads. However, widening of a roadway does not include widening for increasing the traffic capacity of a street or road.

230 RMRA: Section RMRA was added beginning with the 2017-18 fiscal year which includes funds from the following taxes enacted by the Road Repair and Accountability Act of 2017: the 12 cent gasoline excise tax, 20 cent diesel fuel excise tax, transportation improvement fees and transportation loan repayments.

235 MEASURE A: This fund is used to account for proceeds received under Measure A, the countywide flood management plan. This Ordinance imposed a one-half of one percent transaction and use tax in the County and established a Flood Protection and Watershed Improvement Expenditure Plan. Any amendments to the use of this tax as established by the Joint Powers Agreement, resolution 98-118 shall be recommended to the Napa County Flood Control, Water Conservation District, Financial Oversight Committee and the Technical Review Committee for approval. This Tax is scheduled to expire in 2018.

237 EMERGENCY FLOOD RELIEF: This fund is for allocations for disaster assistance relating to flood damage.

238 TRAINING DEVELOPMENT: This fund was established to account for proceeds from the Police Officers Standards and Training fund to cover the costs of Police officer's training. Proceeds come in the form of reimbursements.

278 BSCC GRANT: This funding was approved by the State of CA to assist with compliance checks and enforcement efforts of those diverted from the state prison system. The St. Helena Police Department will use these funds to address crime impacts in the community, strengthen the relationship between law enforcement and the community, create greater transparency for the organization, and implement best practices for law enforcement.

279 ASSET FORFEITURE: A special revenue fund for monies from adjudicated crime cases restricted for public safety purposes.

280 COMMUNITY ACTIVITY FUND: This fund is used to account for donations received to be used towards youth community activities within the community. Activities include the Teen Center.

283 TREE CITY USA: This fund was established in fiscal year 1996/97 to account for expenditures related to the maintenance and planting of trees located on City right of ways and in parks within the City. The City is seeking a designation from the Arbor Foundation for this effort. Revenue sources include General Fund transfers and private donations.

286 BOCCE BALL LEAGUE: This fund is used to account for the costs of running Bocce league services to the general public on a continuing basis. The intent is to recover costs through user charges and fees. The fund, therefore, is operated in a manner similar to a private business enterprise.

287 HARVEST FESTIVAL: This fund is used to account for revenues from registration fees and donations and is used to fund the expenses incurred in administering the Harvest Festival.

288 FOURTH OF JULY: This fund is used to account for donations and is used to fund the expenses incurred in administering the Fourth of July fireworks show.

289 RECREATION PROGRAMS: Used to account for revenues from registration fees or other income from recreation programs and funding the expenses incurred in providing those programs. Council established this fund to monitor the ability of the recreation programs to be self-sustaining excluding costs associated with the Recreation Director.

290 TOURISM IMPROVEMENT DISTRICT (TID): The Napa Valley Tourism Improvement District was created in 2010 and is funded through an assessment on hotel room nights implemented and collected by lodging businesses throughout Napa Valley. The intent of the assessment is to support local activities and products that promote, support and enhance locally based tourism and hospitality efforts. Revenue is currently 2% of taxable room rent. These funds are directed by the Tourism Board created by the County MOU.

291 SB-1186 STATE FEES: Effective January 1, 2013 an additional state fee of \$1 was added to the business license application and renewal fee for, (1) the purpose of increasing disability access and compliance with construction-related accessibility requirements, and (2) developing educational resources for businesses to facilitate compliance with federal and state disability laws. This fee sunsets on December 31, 2018.

295 N.O.A.A.: This fund is used to account for monies used toward the compensation and mitigation project known as the Northern Napa River Tributary Stream Surveys.

329 STABO TRUST: This fund is used to account for proceeds and expenditures toward the upkeep of Stabo Park located on Hunt Avenue.

375 MADELINE MURRAY TRUST FUND: The proceeds from a non-expendable trust established in 2000 as a bequest from the Madeline Murray, through the Madeline Murray and Bertha Tranah Foundation. The funds are to be used for new equipment purchases for the Police Department. The Fire Department also receives funding from the Madeline Murray and Bertha Tranah Foundation but it is given directly to the St. Helena Volunteer Fire Department, a non-profit organization.

380 FRIENDS & FOUNDATION, ST. HELENA PUBLIC LIBRARY: This fund is used to account for grant monies to the St. Helena Public Library from the 501(c)(3) support organization FFSHPL and related expenditures.

381 RYAN LIBRARY TRUST: A non-expendable trust established in 1941 as a bequest from the estate of John Joseph Ryan. Only earnings on investments may be appropriated for library expenditures. Expenditures are restricted to any and all costs of maintaining the library. The fund represents the earnings on investments that are available for expenditure. The non-expendable principal is held separately.

382 MARTIN ESTATE TRUST: This is a non-expendable trust established in 1968 as a bequest from the estate of Leo H. Martin. Only earnings on investments may be appropriated for library expenses. These expenses are limited to extending, improving and enlarging the selection of books on California and Napa County History. The fund represents the earnings on investments that are available for expenditure. The non-expendable principal is held separately.

384 TWEED TRUST – ENHANCEMENT DISTRIBUTION: A trust established in 2000 as a bequest from Dorothy L. Tweed and governed by the Wood Endowment administrative framework. This fund is the expendable annual 4% distribution from the Tweed Enhancement Account of the net fair market value of assets. Funds are to benefit the library and provide support to enhance and enrich basic library services and to enhance the interior of the building. All funding requests are approved by the Library Board of Trustees and the City Council.

420 FIRE STATION BONDS: Long-term debt associated with the issuance of the 1996 Fire Station Bonds is accounted for here. The bonds, bearing interest from 5.0% to 6.75% are payable January 1 and July 1 of each year through the year 2016. Principle matures each July 1 at \$65,000 to \$175,000 from 1998 through 2016. Debt service is financed through property tax assessments on all property within the City. Rates are established annually by the City Council and must be certified to Napa County Auditor/Controller by August 15 of each year.

443 SOUTH S.H. DRAINAGE ASSESSMENT: Fund established to account for a Subdivision Reimbursement Agreement wherein a developer installed an oversized storm drain improvement and the City by ordinance 89-11 set up the South St. Helena Drainage Improvement Benefit Zone to assess property owners benefiting from the improvement to pay the costs associated with the storm drain. As fees are collected, they are remitted to the developer less 1.5% for City administrative costs.

561 WATER ENTERPRISE: 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. The

fund, therefore, is operated in a manner similar to a private business enterprise.

571 SEWER ENTERPRISE: 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. The fund, therefore, is operated in a manner similar to a private business enterprise.

582 CITY GARAGE: This Internal Service Fund is designed to account for the total costs of maintaining the fleet of vehicles and automotive equipment owned by the city. Costs are allocated to the various user departments based on time and materials used within those user departments.

592 EQUIPMENT REPLACEMENT: This Internal Service Fund is designed to account for the total costs and set aside funds for future replacement costs of equipment. This includes vehicles, computers and other equipment as identified. As equipment is identified, user departments will be allocated costs based on estimated costs of replacement.

593 FIRE DEPARTMENT CAPITAL EQUIPMENT REPLACEMENT: This Fund is designated to account for funds set aside for future replacement costs and maintenance costs of Fire Department equipment. Funds included are received from Fire Department Strike Team Revenues received for use of fire apparatuses and equipment during Strike Teams Incidents.

700 FLOOD CONTROL CAPITAL RESERVE: his fund is used for the expansion, major repair or replacement of the flood control facilities located near Vineyard Valley Mobile Home Park. This fund is required to be in effect for the term of the City's State Revolving Loan, which is currently through 2028.

713 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.

734 PARK IMPACT: This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.

740 TRAFFIC MITIGATION IMPACT: This fund is used to accumulate funds from new or proposed development to finance circulation improvements to reduce the impacts of traffic generated by new development within the City.

742 STORM DRAIN IMPROVEMENT: This fund is used to accumulate funds from new development's proportionate share of planned drainage system improvements.

744 HOUSING IMPACT FEES: This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

745 PARKING IN-LIEU: This fund is used to accumulate funds from new or proposed development to pay for all or a portion of the costs associate with providing new parking facilities in the City.

751 AFFORDABLE HOUSING: This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

764 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.

774 WASTEWATER IMPACT: This fund was established to account for the costs of constructing and improving the wastewater treatment plant and sewer collection system in order to support new development.

CITY OF ST. HELENA

RESOLUTION NO. 2017-__

ADOPTION OF ANNUAL BUDGET FOR THE CITY OF ST. HELENA FOR FISCAL YEAR 2017-18

RECITALS

- A. The City is required to adopt estimates of revenues and expenditures on a fiscal year basis; and
- B. Per Municipal Code 2.12.060.B.9, the City Manager supervises the preparation of a detailed, proposed municipal budget and submit to the Council on or before May 15th of each year; and
- C. On May 2, 2017, the City Manager, Finance Director, and Department Heads presented to the City Council a detailed, proposed balanced budget; and
- D. On May 2, 2017, City Council provided additional feedback to City staff to reduce department budget expenditures and transfer General Fund monies to the Water CIP Fund to partially fund the Upper York Creek Dam removal for a total of \$800,000; and
- E. On May 23, 2017, the City Manager and Finance Director presented three budget options to City Council for their consideration which included the use of General Fund monies to partially fund the removal of Upper York Creek Dam; and
- F. On May 23, 2017, City Council provided additional feedback to City staff for consideration in preparing the final proposed budget for adoption; and
- G. On June 13, 2017, staff, with Council direction, determined the appropriations needed for Fiscal Year 2017-18 and prepared a draft budget for Council Review; and
- H. The City provides a policy for subsequent modification of such appropriations.

RESOLUTION

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

- 1. Revenue estimates and appropriations by fund and department are shown in "Exhibit A", a copy of which is attached and hereby made part of this Resolution, is hereby adopted.
- 2. Any remaining Capital fund projects and encumbrances will be rolled into the next fiscal year.
- 3. Department Heads may authorize the transfer of appropriations within a department, except transfers: (1) that would purport an increase in the number of regular personnel, and (2) that would decrease appropriations for capital outlay.

4. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund.
5. The City Council has the overriding authority to control the use of revenues and the appropriations of funds and therefore may modify this policy at any time. The total appropriations in any fund may not be increased except by the City Council.
6. All changes in appropriations will be authorized on a "Budget Adjustment Form." All increases in appropriations will be authorized by Council.
7. Any expenditure must be made in accordance with Title 3, Chapter 3.04 of the Municipal Code.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Cindy Black

From: Peter White
Sent: Tuesday, June 06, 2017 7:09 AM
To: Cindy Black
Subject: Fw: Transfer from GF to WF

FYI

Peter G. White
 Vice Mayor
 1480 Main Street
 St. Helena, CA 94574
 707-480-9958
 peterw@cityofstheleena.org

From: Mark Smithers <msmithers@tfewines.com>
Sent: Monday, June 5, 2017 7:18 PM
To: Paul Dohring; mbkrah@me.com; Geoff Ellsworth; Peter White; Alan Galbraith
Subject: Transfer from GF to WF

City Council,

I've had many discussions with most of you on the topic of transferring \$1.6 million from the General Fund to the Water Enterprise. My position opposed to this is we'll know. It appears the transfer will be voted through by the council on June 13. Given the impact this transfer will absolutely have on City near term and immediate needs, especially our roads, parks, and public works in the field staffing, while recognizing (I think all agree) the transfer will have negligible impact on water rates, I make the following request. Please fully consider transferring these funds over five years. Make the commitment, but make the transfer over a five year period that leaves more money in the general fund in the near term. The water enterprise has approximately \$6 million today and will continue to have healthy cash balances in the future. So it isn't a near term cash need to transfer the funds. The transfer is suggested for reasons other than cash needs or rate reductions.

Please consider the above as a gesture of goodwill towards those that really hoped many City infrastructure issues would soon be improved with Measure D funds and other budget savings.

Thanks for your consideration.

Mark Smithers

Mark Smithers | CFO / Senior Vice President - Finance
Trinchero Family Estates
 Office: 1-707-302-3027 | Ext. 2612 | Mobile: 1-707-290-4508
 msmithers@tfewines.com

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City of St. Helena Proposed FY 2017-18 Budget June 13, 2017

By: April Mitts, Finance Director



Background

- February 4, 2017 – Day-long Goal Setting Workshop
- May 2, 2017 – Day-long Budget Workshop with City Council
Direction with regard to the budget
 - Fund non-profits 100%
 - Transfer \$800,000 from General Fund to the Water Fund for the removal of Upper York Creek Dam
 - Reduce Department Expenses
- May 30, 2017 – Three options provided to City Council



May 30, 2017

Direction from City Council

1. Decrease amount to be funded for ADA Transition Plan from \$213,000 to \$125,000
2. Transfer \$50,000 to the Equipment Replacement Fund
3. Eliminate \$200,000 transfer for Civic Improvements
4. Transfer \$250,000 for Streets Capital Improvement Projects
5. Add back to the City Clerk budget Agenda Management Software - \$1,200 General Fund
6. Add back to the Finance budget end of year temp help - \$2,000 General Fund



May 30, 2017

Direction from City Council

7. Fund non-profits 100%

8. Further reduce City Attorney by \$245,000

- General Fund

- Contract Services – decrease by and additional \$100,000 (total reduction of \$200,000)

- Wastewater Fund

- Contract Services – decrease by \$15,000
- Litigation – decrease by \$15,000

- Affordable Housing

- Contract Services – decrease by \$15,000



May 30, 2017

Direction from City Council

9. Research shared services agreement with the City of Calistoga for shared dispatcher services
10. Provide additional information on contract services for the Planning Department
11. Place on hold the intern program for the Planning Department



May 30, 2017

Direction from City Council

- Items #1-8 have been incorporated into the revised budget presented for approval
- Items #9-11 will be discussed next with staff recommendations



#9 - Research Shared Services Agreement

- Previously the City did have a shared services agreement
 - Only able to work 1,000 hours
 - Greater need by the City of Calistoga – more beneficial for them
 - Dispatcher was not available when St. Helena needed them
 - Difficult to administer for both cities
- Meeting on June 7th with City Managers and Chiefs
 - Calistoga is not interested in a shared position
 - Calistoga is currently understaffed in their department and is in need of a full-time dispatcher as well
 - In the future would be interested in exploring combining dispatcher services

7



#9 - Research Shared Services Agreement

- Staff recommends the additional dispatcher position remain in the budget for the following reasons:
 - To alleviate the amount of overtime
 - CY 2016 – 1,455 hours of overtime for a cost of \$70,500; and
 - CY 2016 – 260 hours of overtime resulting in 390 hours of Comp Time
 - To allow CSO Furlani to be back in the community
 - In dispatch from January 4 – September 13



#9 - Research Shared Services Agreement

- To allow CSO Banks to be back in the community
 - Parking Revenues
 - FY 14/15 - \$52,000
 - FY 15/16 - \$37,000
 - FY 16/17 – Estimated \$25,000
- To free up the Dispatch Supervisor to provide timely supervision and on-going continuous training
- To remove the Dispatch and Records Supervisor from regular shift coverage



#9 - Research Shared Services Agreement

- To allow the Records Supervisor to respond to the numerous Public Records Act requests in a timely manner
 - The Dispatch/Records Supervisor works weekends and graveyard shifts on a rotating basis making timely PRA responses problematic
- To create the ability to stay up-to-date on data and records entry, which is continuous and ever growing
- To prevent the Department from being consistently late on State mandated statistics reporting (i.e. UCR, SWITR, Hate Crimes)
- To provide flexibility in the schedule to send dispatchers to mandated POST update training



#9 - Research Shared Services Agreement

- To allow dispatchers to use their accumulated vacation and leave banks
- To prevent burnout and reduce the amount of sick leave use associated with burnout and stress
 - CY 2016 – 280 hours of sick leave resulting in 360 hours of overtime
 - CY 2016 – 400 hours of unpaid leave due to depleted sick banks resulting in 600 hours of overtime
- To reduce the necessity to have multiple per diem employees who are unreliable/unavailable when needed
 - In CY 2017 two dispatchers have been out on long term leave beginning in March and are not projected to return until July



#10 Provide additional information on contract services for Planning

- Relies on the use of consultants to assist in a variety of areas
- FY 17/18 Budget
 - Other Contract Services (Planning) - \$140,000
 - Other Contract Services (Building) - \$80,000
- Based on the number and size of projects submitted to the Department
- If projects do not occur, are downsized, or delayed the overall contract services will be reduced
- Services provided by consultant are generally “cost recovery”



#10 Provide additional information on contract services for Planning

- Current Services – Planning
 - M-Group
 - Assist with the preparation, review, and processing of specific planning projects
 - General Plan
 - Environmental documents required under CEQA



#10 Provide additional information on contract services for Planning

- Current Services – Planning
 - April 2017 – Amendment #2 increasing M-Group contract by \$100,000 for a total of \$200,000
 - Assist with ongoing current development projects and CEQA analysis (as needed)
 - Assist Department staff with finalization of the Draft St. Helena 2035 General Plan
 - General Plan EIR
 - Ongoing projects assigned by the City Council



#10 Provide additional information on contract services for Planning

- Current Services – Planning
 - Amendment #2-(\$100,000-April 11, 2017)
 - \$50,000 from FY 16/17
 - \$50,000 from FY 17/18
 - \$140,000 Total amount requested in FY 17/18 budget
 - \$50,000 for Amendment #2
 - \$90,000 for future contract amendments, if needed, based on staff needs of the department
 - A portion of this contract will be reimbursed from developers through payment of application fees or direct payments for CEQA work



#10 Provide additional information on contract services for Planning

- Current Services – Building Division
 - Building Official
 - Plan-Check
 - Building Inspections
- April 11, 2017 – Entered contract for \$75,000 with Interwest
 - Interim Building Official
 - Supplemental Building Permit Plan-Check
 - Supplemental Building Inspection



#10 Provide additional information on contract services for Planning

- Current Services – Building
 - Primarily put into place to fill in for the vacancy of the Building Official-Uncertainty
 - Also intended to supplement Building services on an “as needed” basis after the Building Official position is filled
 - The amount utilized in this contract depends on when the position is filled
 - Anticipated the Building Official position will be filled shortly
 - Once the position is filled, will still use Interwest to assist with plan-check on an “as needed basis” and/or to review complex construction designs

17



#10 Provide additional information on contract services for Planning

- Current Services – Building
 - Contract with Interwest (April 11, 2017)
 - \$40,000 from FY 16/17
 - \$35,000 from FY 17/18
 - \$80,000 Total amount requested in FY 17/18 budget
 - \$35,000 for Interwest (remaining) contract
 - \$45,000 for future contract amendments, if needed, based on staff needs of the department-Uncertainty-Budgeted but not contracted for



#10 Provide additional information on contract services for Planning

- Staff Recommendations
 - Maintain the current budget request of \$140,000 for Other Contract Services – Planning
 - Reduce budget request for Other Contract Services – Building by \$35,000 in anticipation of the hiring Building Official



Place on hold the intern program for the Planning Department

- August 9, 2016 City Council adopted the City of St. Helena Internship Policy
- Intern Program:
 - Allow a university student the opportunity to gain both academic and practical experience working in local government
 - Designed to provide the participants with the opportunity to apply academic skills to various “real world” assignments
 - Within Planning the intern will be assigned to assist in the creation of the City of St. Helena’s Design Guidelines and the comprehensive municipal code update



Place on hold the intern program for the Planning Department

- In FY 2016/17 City Council approved \$10,000 for the Planning Department to retain an intern-Never Filled-Recruitment Open
- Funding for the intern cannot be rolled over from one year to the next (\$10k from FY16/17 not spent)
- Planning Department is making the \$10,000 request to ensure the intern will be available to assist with existing commitments



Place on hold the intern program for the Planning Department

- Staff Recommends to maintain the \$10,000 level of funding as requested in the FY 17/18 budget
- Planning Department Recommendations result in an overall reduction in the requested Department budget of \$35,000



Summary of Budget Changes

Adjustments	101	561	571	751
Transfer to Water CIP for Upper York Creek Dam Removal	\$800,000			
Fund Non-Profits	\$100,600			\$10,000
Transfer to Fund 592 Equipment Replacement Fund	\$50,000			
Transfer to Fund 741 for Streets	\$250,000			
ADA Transition Plan - Transfer to Fund 733 for Facilities	\$80,000			
ADA Transition Plan - Transfer to Fund 741 for Curb Ramps	\$60,000			
HR - Removed Classification and Compensation Study	\$(25,000)	\$(12,500)	\$(12,500)	
HR - Removed HR Internship Program	\$(5,600)	\$(2,300)	\$(2,300)	
Planning - Changed purchase of vehicle to lease of vehicle	\$(23,375)			
Planning – Reduce Other Contract Services – Building	\$(35,000)			
City Attorney - Reduce by \$245,000	\$(200,000)		\$(30,000)	\$(15,000)
Police - Removed purchase of vehicle	\$(40,000)			
Police - Reduced Overtime	\$(20,000)			
Police - Reduced Part-time	\$(20,000)			
Police - Removed Wireless Panic Button	\$(5,000)			
Police - Removed purchase of vehicle	\$(40,000)			
Police - Moved Simunitions Equipment to Fund 224 - COPS Eligible	\$(3,000)			
Police - Moved Body Camera Program to Fund 212 - Grant	\$(6,500)			
Library - Moved 1/2 the costs of Broadband Updates to Tweed and reduced library materials budget in Tweed	\$(20,000)			
Government Buildings - Removed repairs to Fire Station	\$(28,000)			23



Council Action

- Staff recommends City Council adopt the proposed FY 2017/18 Budget



Report to the City Council
Council Meeting of June 19, 2017

Agenda Section: New Business

Subject: Consideration regarding notice of intent to sell affordable housing unit at 1620 Voorhees Circle and direction as to whether the city desires to exercise its option to purchase said property

CEQA Determination: Not a CEQA project

Prepared By: 
Noah Housh, Planning Director

Reviewed By:

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

On May 11, 2017, the City received notice from St. Helena's affordable housing agency, the Housing Authority of the City of Napa ("Housing Authority") that the home owner, at 1620 Voorhees Circle in St. Helena intends to sell the home. The home is a two bedroom, owner- occupied affordable housing unit in the Wallis Subdivision. The owner, Marilyn Rothfeld has lived in the home since 1996.

DISCUSSION

As an owner-occupied affordable housing unit, 1620 Voorhees Circle was sold to the current owner ("Owner") subject to a Resale Restriction Agreement and Option to Purchase ("Agreement"). The Agreement provides that if Owner no longer wishes to occupy or own the home, the home must be sold to an income-qualified buyer at a price set by the Agreement at either fair market value or restricted sales price, whichever is lower.

The sale of the property would be subject to another agreement to continue restricting resale under similar terms, all intended to keep the home as an affordable housing unit. Alternatively, the Agreement gives the City the opportunity to exercise or assign an option to purchase the property. Should the City exercise its option, the City should be prepared to purchase the home at the fair market value or restricted sales price of \$307,500.00, whichever is lower.

Sale by the Owner

If the City does not exercise the option to buy, the sale by the owner would proceed under the Resale Agreement restrictions that were written in 1996. Under these agreements the owner is not required to sell the property subject to the City's Local Preference Policy which was adopted by the St. Helena City Council in 2005 and amended in July 2010.

Sale by the Owner would require that the Owner cooperate with the Housing Authority in finding an income-qualified buyer, who would purchase according to the Agreement (at the restricted sales price, subject to another similar agreement). The owner would have eight (8) months to market and sell the home in this manner.

City's Option

As an alternative to Owner's sale of the home, the Agreement gives the City an opportunity to exercise or assign an option to purchase. This option would need to be exercised in order for the City to insure that the terms of the 2010 Local Preference Policy are followed.

The City has two opportunities to exercise the option; now, upon Owner's notice of intent to sell or later if Owner's eight month marketing period ends without any sale to an income-qualified buyer. If the City exercises its option to purchase the home, either before or after the Owner's marketing, the option can be assigned to a purchaser identified and selected by the Housing Authority through implementation of the City's preference policy.

Factors Affecting Exercise of Option

One factor to consider in the City's decision whether or not to exercise the option in the first instance available is that the first option must be exercised within 45 days of the notice of intent to sell. Therefore, the option must be exercised by June 23, 2017. Further, once the option is exercised, escrow on a sale of the home must close no later than 90 days after the notice of intent to sell, which would be August 7, 2017. The Housing Authority cautions that these time limits may not allow sufficient time to advertise for and then conduct a lottery in order to find an income-qualified buyer under the City's preference policy.

Ideally, the City would exercise its option and then assign the right to purchase before the deadline to close escrow. The 90 day limit for close of escrow would apply to any

assignee also. Or, the City could exercise its option, purchase the unit, and enter into a sales and purchase agreement with another buyer before the close of escrow. However, by the terms of the Agreement, if the City exercises its option it must close escrow by August 7, 2017. There is a chance that no buyer will have been identified by then, and the City will have to close escrow and hold the home until a buyer can be found.

FISCAL IMPACT

If the City exercises its option, the City will pay \$307,500, plus any costs associated with close of escrow according to the terms of the Agreement. Additional costs may be incurred with amending and recording the regulatory agreements to include the provisions of the Local Preference Policy and any costs associated with the resale to an income-qualified buyer identified through implementation of the preference policy.

RECOMMENDED ACTION

Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.

ATTACHMENTS

[May 11, 2017 Notice of Intent to Sell](#)

[Rothfeld - Resale Restriction Agreement](#)



Housing Authority

May 11, 2017

Larry Pennell, Interim City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Re: Notice of Intent to Sell
1620 Voorhees Circle, St. Helena
Marilyn Rothfeld

Dear Mr. Pennell:

The Housing Authority is in receipt of a letter from Marilyn Rothfeld dated May 1, 2017 and received in this office on May 9, 2017. The letter states that Mrs. Rothfeld intends to sell her affordable housing/below market rate home at 1620 Voorhees Circle.

Under the Resale Restriction Agreement and Option to Purchase signed by Marilyn Rothfeld and the City of St Helena (the City) on March 20, 1996, the City has "the first right to exercise its option to purchase the property. The City has 45 days from the time it received notification to sell to inform the owner in writing whether or not it intends to exercise its option to purchase. Thus, the City must respond to the owner by June 23, 2017.

Should the City exercise its option, the City should be prepared to purchase the home at the fair market value or restricted sales price of \$307,500.00, whichever is lower. If the City elects to exercise its option to purchase it has 90 days from the receipt of Owner's notice of intent to sell to close the escrow. The 90-day period commenced when the City received the owner's notice to sell, which was May 9, 2017 with the period ending on August 7, 2017.

Housing Authority: 1115 Seminary Street, Napa CA 94559 | Mailing Address: P.O. Box 660, Napa CA 94559 | (707) 257-9543 phone
(707) 257-9239 fax | TTY: 711 (Telecommunication Relay Service) | www.cityofnapa.org/housing



Page Two
Rothfeld-Notice of Intent to Sell Letter

Under the current owner's Resale Agreement, the owner of the property is not required to sell the property under the terms of the Local Preference Policy. In order for the City to insure that terms of the Local Preference Policy are being followed, the City may want to exercise their option to purchase the property and assign the sale to an eligible purchaser under the terms of the Local Preference Policy.

The Housing Authority is prepared to assist the City in locating an eligible purchaser for the property under the terms of the Local Preference Policy however; this process may take longer than the allowable 90 days the City would have to actually close the escrow. Please contact me to discuss how the City wants to proceed and how the Housing Authority may assist you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrea Clark".

Andrea Clark
Affordable Housing Representative

Attachments: Copy of Resale Restriction Agreement
 Rothfeld May 1, 2017 letter

cc: Cindy Black
 Noah Housh

CE 7/21/2017 AM08:36

May 1, 2017

City Of St. Helena
C/O Housing Authority
1115 Seminary Street
Napa, CA 94559

Dear Housing Authority,

I would like to sell my affordable housing unit at 1620 Voorhees Circle, St. Helena, CA 94574.

Please accept this letter as notification of my intent to sell my home and let me know as soon as possible if the city wishes to exercise its option to buy it.

Sincerely, ,

A handwritten signature in cursive script that reads "Marilyn Rothfeld". The signature is written in black ink and is positioned above the printed name and address.

Marilyn Rothfeld
1620 Voorhees Circle
St. Helena, CA 94574

Recording requested by and when
recorded return to:

Napa Valley Housing Authority
1115 Seminary Street
Napa, CA 94559

APN 009-601-008

FA # 91033-50



1996 007161
OFFICIAL RECORDS OF
NAPA COUNTY

H. KATHLEEN BONDS

AT REQUEST OF:

03/25/1996 FIRST AMERICAN TITLE
Fee: \$.00 Pgs: 18
TT: \$.00

For use by Recorder only

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE #6103

RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE

Section 1. Parties. This Resale Restriction Agreement and Option to Purchase (the "Agreement") is entered into as of this 20 day of March, 1996, by and between the City of St. Helena, a California municipal corporation (the "Agency"), and Jerome and Marilyn Rothfeld (the "Owner" and "Transferor").

Section 2. Definitions. The following defined terms have the meanings indicated in this Section 2. Exhibits to this Agreement are hereby incorporated by reference. All recordings required by this Agreement shall be in the official records of Napa County.

(a) "Agreement" means this Resale Restriction Agreement and Option to Purchase.

(b) "Appraiser" means an appraiser who is a MAI member of the American Institute of Real Estate Appraisers or a SRPA member of the Society of Real Estate Appraisers (or in case such professional designations are modified or discontinued, the most nearly equivalent successor designations).

(c) "Business day" means a day other than a Saturday or Sunday on which banks located in Napa County are not required or authorized to remain closed.

(d) "Agency" means the City of St. Helena, a California municipal corporation.

(e) "Designee" means an individual, corporation, agency or other organization which the Agency has designated to become the Optionee pursuant to Section 6.

(f) The term "including" or variants thereof shall mean "including without limitation."

(g) "Index" means the index of median yearly income, adjusted for family size, for a family in Napa County, California, as published from time to time by the California Department of Housing and Community Development; provided, however, that if such income figures are no longer published or have not been updated for a period of at least eighteen (18) months, the Agency may use such other reasonable method as it may choose to determine median yearly income in Napa County.

(h) "Optionee" means the party who, pursuant to Section 6, is entitled to exercise the Purchase Option as provided in this Agreement.

(i) "Owner" means Jerome and Marilyn Rothfeld.

(j) "Transfer Fees" means those fees payable to the Agency by Transferor upon a Prohibited Transfer or a Transfer pursuant to Section 9 or 10, as set forth in Section 7(c).

(k) "Prohibited Transfer" has the meaning stated in Section 7.

(l) "Purchase Option" means the option to purchase granted by the Owner, as optionor, to the Optionee, as optionee, by this Agreement.

(m) "Residence" means the real property identified in Section 4 of this Agreement and more particularly described on Exhibit A, including all improvements and appurtenances.

(n) "Transfer" has the meaning stated in Section 7.

(o) "Procedures Manual" means the Procedures Manual for the Wallis Project as such may be amended from time to time by the Agency.

Section 3. Recitals. The following recitals of fact are a material part of this Agreement.

(a) WHEREAS, the Agency has developed a program, as described in that certain First Amended and Restated Affordable Housing Agreement, dated as of March 9, 1993, between the Agency and Edward J. Wallis (as such may be amended from time to time, the "Affordable Housing Agreement"), to provide housing

opportunities to moderate income purchasers of homes to be offered for sale at prices which are below those otherwise prevailing in the market; and

(b) WHEREAS, the intent of the Agency is to preserve the affordability of the homes for persons of moderate income for as long as possible;

(c) NOW, THEREFORE, in consideration of the benefits received by the Owner, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the Owner and the Agency agree as follows:

Section 4. The Residence. The Residence which is the subject of this Agreement has a street address of 1620 Voorhees Circle, St. Helena, CA, and its legal description is "Exhibit A" to this Agreement. The Residence shall be subject to the terms and conditions here set forth.

Section 5. Owner Representations and Warranties. The Owner represents and warrants to the Agency that the financial and other information previously provided to the Agency, the original subdivider or any lenders by the Owner for the purpose of qualifying to purchase the Residence was true and correct at the time it was given and remains true and correct as of the date of this Agreement. The Owner further represents and warrants to the Agency that the Owner shall occupy the Residence as his or her principal residence (i.e., live in the Residence at least 10 months out of each calendar year). Owner shall comply with all administrative requirements described in the Procedures Manual, a copy of the then current version of which shall be given to Owner upon purchase of the Residence.

Section 6. Purchase Option. The Owner hereby grants to the Agency, as optionee (the "Optionee"), an option to purchase the Residence (the "Purchase Option") on the terms of this Agreement. The Agency may designate by resolution any individual or entity (the "Designee") to exercise the Purchase Option. The Designee when so designated shall then be the Optionee. After the exercise of the Purchase Option by the then Optionee in the manner hereinafter prescribed, the Optionee may assign the Purchase Option to any substitute buyer who is approved by the Agency; provided, however, that such subsequent assignment shall not extend any time limits contained herein. Upon approval by the Agency, such substitute buyer shall become the Optionee. The Agency shall give the Owner notice of any designation of a Designee. The Agency, the Designee or the Optionee, as the case may be, shall give the Owner notice of any assignment to an

Optionee. In addition to giving notice to the Owner, any designation of a Designee or assignment by the then Optionee of the Purchase Option shall be by a written instrument executed and acknowledged by the parties, in recordable form, which shall be recorded.

Section 7. Transfer by Owner. Any attempt by the Owner to make a Prohibited Transfer of title to or any interest in the Residence or otherwise in violation of this Agreement shall be void and subject to exercise by the Optionee of the Purchase Option described in Section 6.

(a) "Transfer" means any voluntary or involuntary sale, assignment or transfer of ownership of or any interest in the Residence, including a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entirety, life estate, or other limited estate, leasehold interest or any rental of the Residence in excess of 60 days in any calendar year, or any interest evidenced by a land contract. Any Transfer without satisfaction of the conditions of this Agreement shall be deemed a "Prohibited Transfer." In addition, any breach by the Owner of the representations and warranties set forth in Section 5 shall be deemed a "Prohibited Transfer."

(b) The following Transfers are not considered Prohibited Transfers and therefore are not subject to exercise by the Optionee of the Purchase Option: (i) Transfer by gift, devise, or inheritance to the Owner's spouse or natural or adopted children; (ii) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entirety, or a surviving spouse of community property; (iii) Transfer of title to a spouse as part of divorce or dissolution proceedings; (iv) Transfer of title or an interest in the Residence to the spouse in conjunction with marriage; or (v) Transfer of title to an inter vivos or testamentary trust for estate planning purposes where the Owner is a trustee of such trust; providing, however: (x) that these covenants shall continue to run with the title to the Residence following said Transfers; and (y) that an instrument be executed, acknowledged and recorded by the transferee containing the following covenant: "This Residence is subject to the Resale Restriction Agreement and Option to Purchase recorded on March 25, 1996 as
Instrument No. 1996-007161

("the Agreement") and transferee, on behalf of transferee, and transferee's successors and assigns, covenants and agrees to be bound by and perform the Agreement, and to include in any further Transfer of the Residence pursuant to Section 7(b) of the Agreement the covenant required by Section 7(b) of the Agreement." A transferee who satisfies the conditions of this Section 7(b) shall then be the Owner. Should a transferee under this Section 7(b) fail to record the instrument described in this Section, the provisions

of this Agreement will remain in full force and effect and such attempted Transfer shall be a Prohibited Transfer subject to the provisions of Section 15 of this Agreement.

(c) Upon any Prohibited Transfer, or any Transfer pursuant to Section 9 or 10, Transferee shall pay to the Agency a Transfer Fee of Five Hundred Dollars (\$500.00). The amount of the Transfer Fee established by this Section may be adjusted by the Agency annually in an amount not to exceed the percentage change in the Consumer Price Index from the later of June 1, 1992 or the last adjustment made to the Transfer Fee. During the month of June of each year, the Agency shall establish by resolution any adjusted Transfer Fee for the ensuing fiscal year. In the event the Agency does not adjust such Transfer Fee in June of any particular year, the prior fee schedule shall remain in effect.

Section 8. [reserved]

Section 9. Procedure on Sale. Whenever the Owner of the Residence no longer desires to own the Residence, and intends to make a Transfer of title to or any interest in the Residence which, unless the Owner complies with this Section 9, would be a Prohibited Transfer, the Owner shall notify the Optionee to that effect. The Optionee, upon receipt of said notice, shall then have the right to exercise its Purchase Option by delivery of notice to the Owner of such exercise at any time within forty-five (45) calendar days from the receipt by the Optionee of such written notice from the Owner of intent to sell or otherwise transfer the Residence.

If the Optionee exercises its right to purchase the Residence, closing shall be through an escrow with the title insurance company issuing the owners title insurance policy required by Section 11 of this Agreement, utilizing the form of escrow agreement customarily used by such escrowee in residential transactions in Napa County, modified to the extent necessary to conform to this transaction. The escrow shall be opened upon delivery by the Optionee to the Owner of notice of the Optionee's exercise of the Purchase Option or as soon thereafter as possible. In the event the Optionee decides to assign the Purchase Option, the Optionee may postpone opening of escrow until selection of the new Optionee pursuant to Section 6, or as soon thereafter as possible. In the event the Optionee postpones opening of escrow and is unable to select such an assignee, the Optionee retains the right to open escrow and complete the purchase. In all cases, the closing of the sales transaction shall be within ninety (90) days from receipt by the Optionee of the Owner's notice of intent to sell.

Section 10. Transfer by Owner if Purchase Option is not exercised. In the event the Optionee does not exercise its Purchase Option within forty-five (45) days of the Owner's notice pursuant to Section 9, the Owner may offer the Residence for sale at any time during the eight (8) months following expiration of the notice period if the following conditions are satisfied. If the Owner fails to Transfer the Residence during this eight-month period, the Owner must comply again with the requirements of Section 9 before a Transfer of the Residence pursuant to this Section 10 can take place.

(a) The transferee intends to occupy the Residence as his or her principal place of residence; the transferee may not collectively earn more than one hundred twenty percent (120%) of the then current median income, adjusted for family size, for a family in Napa County as defined by the Index. The Agency will allow co-signers not meeting the conditions set forth in the preceding sentence for purposes of obtaining loans so long as the transferee of the Residence meets the conditions set forth in the preceding sentence.

(b) The owner must notify the Agency at least forty-five (45) calendar days prior to the date of Transfer of the Residence and otherwise comply with all the eligibility and other requirements of the Agency's program described in this Agreement and in the then current version of the Procedures Manual, including the earnings limitations applicable to the transferee contained in Section 10(a) of the Agreement. The Agency shall approve or disapprove of the proposed transferee within thirty-five (35) calendar days. In the event the Agency does not disapprove of the proposed transferee by notice to the Owner within thirty-five (35) calendar days after receiving the Owner's notice, the Agency shall be deemed to have approved the proposed transferee.

(c) Any transferee approved pursuant to Section 10(b) shall, as part of the closing documentation for the Transfer, execute an agreement substantially similar to this Agreement and for a thirty-year term. The agreement shall be recorded by transferee at closing and, upon recordation, shall supersede the terms of this Agreement and this Agreement shall be of no further force and effect and shall terminate as provided by Section 26. Such transferee shall also execute any documents and take any acts required by the then current version of the Procedures Manual.

(d) If: (i) the Optionee does not exercise its Purchase Option pursuant to Section 9; (ii) the Owner offers the Residence for sale for the eight-month period described above without success; (iii) the Owner again complies with the requirements of Section 9; and (iv) the Optionee still declines to exercise its Purchase Option, the Owner may offer the Residence for sale to

anyone, regardless of income criteria. The Owner, however, will be subject to the remaining requirements of this Agreement, including the obligations set forth in Section 10(b) & (c) and the purchase price limitation contained in Section 11.

Section 11. Purchase Price; Owner's Warranties; Title Insurance.

(a) Closing costs and title insurance shall be paid pursuant to the custom and practice in Napa County at the time of the opening of escrow for all Transfers pursuant to Section 9 or Section 10 above. At the closing the Owner shall furnish the Optionee or transferee, as the case may be, an ALTA owner's residential title insurance policy, subject to its exclusions from coverage, special exceptions for current taxes and assessments not yet due, and such matters (other than taxes, assessments, and encumbrances created or suffered by the Owner who signed this Agreement and all those claiming under that Owner) which were exceptions to title on the date of this Agreement. At the closing Owner shall convey title to the transferee, the Optionee or the Optionee's nominee, as the case may be, by grant deed, or its equivalent which warrants title against matters created or suffered by the Owner and those claiming under the Owner.

(b) For all Transfers pursuant to Section 9 or Section 10 above, the purchase price (the "Purchase Price") of the Residence shall be fixed at the lower amount arrived at via the following two methods:

(i) The Optionee or Agency may have an appraisal made by a neutral professional Appraiser of its choice to establish the market value.

The Owner may also, at Owner's own expense, have an appraisal made by a neutral professional Appraiser of the Owner's choice to establish the market value. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the market value.

(ii) One Hundred Sixty-one Thousand (\$ 161,000.00) Dollars (the base price) plus the amount of any Transfer Fees paid pursuant to this Agreement, plus any reasonable closing costs actually to be incurred by the Owner in the sale to the transferee pursuant to Section 9 or 10, plus an amount, if any, to compensate for any increase in the Index. For that purpose, the Index prevailing on the date of the purchase of the Residence by the Owner who initially entered into this Agreement shall be compared with the latest Index available on the date of receipt by the Optionee of the Owner's notice of intent to sell. The percentage increase in the Index, if any, shall be computed and

the base price shall be increased by that percentage; provided, however, that the price in no event be lower than the purchase price paid by the selling Owner when that Owner purchased the Residence.

This adjusted price shall be increased by the value of any documented, permanent capital real estate or fixed improvements approved by Agency, up to a maximum of 10 percent of the adjusted price. No price adjustment will be made except upon presentation to the Agency of written documentation of all expenditures made by Owner for which an adjustment is requested.

(c) Any sale price determined through the use of the method described in Section 11(b)(ii) (base price adjusted by the Index and value of improvements, fixtures or equipment added) shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be determined as follows: Upon receipt of notice of Owner's intent to sell, the Agency shall have thirty (30) days to determine whether any violations of applicable building, plumbing, electric, fire or housing codes or any other provisions of the City Code exist. In the event deficiencies are noted, the Agency shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to the Agency within forty-five (45) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the Optionee/transferee, exercised on or before closing, the escrow may be closed, title passed and money paid to the Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the Agency) shall be withheld from the money due the Owner and held by the escrowee holder for the purpose of curing such deficiencies. If the amount necessary to cure such deficiencies exceeds the amount of money due the Owner out of the escrow, the Owner shall pay the amount of such shortfall into escrow prior to closing. The Optionee/transferee shall cause such deficiencies to be cured and upon certification of completion of work by the Agency, the escrowee shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owner. No other payment shall be due to the Owner.

(d) In no event shall the Agency become in any way liable to the Owner, nor become obligated in any manner to any other party, by reason of the assignment of its Purchase Option, nor shall the Agency be in any way obligated or liable to Owner for any failure of the then Optionee to consummate a purchase of the Residence or to comply with the terms of the Purchase Option.

(e) Until such time as the Optionee's purchase option is exercised, waived, or expired, the Residence shall not be

Transferred, as defined in Section 7 above, except as provided in Section 7(b). This provision shall not prohibit the Owner from encumbering of title for the sole purpose of securing financing; however, in the event of foreclosure or transfer by deed in lieu of foreclosure, the provisions of section 13 of this Agreement shall govern. Further, the Owner shall not use the Residence as collateral for an amount exceeding the Purchase Price of the Residence.

Any requirement of this Agreement may be waived by the Agency in its sole discretion, such waiver to be in writing and consistent with the Agency's goal of creating, preserving, maintaining, and protecting housing for persons of low and moderate income. Notwithstanding the foregoing, any waiver in connection with a Residence purchased by a veteran with a loan guaranteed by the Veterans Administration shall only be effective after submission to, and approval by, the Loan Guaranty Division of the VA Regional Office.

Section 12. Termination of Purchase Option. The provisions set forth in this Agreement relating to the Optionee's Purchase Option shall terminate and become void automatically thirty (30) years following the date of execution of this Agreement.

Section 13. Default and Foreclosure. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the Agency, any Designee and any other Optionee. Any notice of default given pursuant to Civil Code Section 2924b, as amended, shall constitute an Owner's notice of intent to sell under Section 9 of this Agreement, and the Optionee may exercise its Purchase Option pursuant to the provisions of this Agreement; provided however, that, notwithstanding any language contained in this Agreement to the contrary, with regard to the rights of the lien holder, the Optionee must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the deed of trust or mortgage.

In the event of default and foreclosure, the Agency shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating any obligation on the part of the Agency to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

In the event that no request for notice is recorded, the

Optionee's Purchase Option shall run from the date the notice of default is given to the Owner, and any such purchase must be completed within the period established in this Section 13. In the event the Optionee elects not to exercise its rights to purchase upon default, and a foreclosure sale is consummated, any surplus proceeds to which the Owner may be entitled following foreclosure under California state law shall be paid as follows: After any required payment of encumbrances, that portion of surplus, if any, up to but not exceeding the net amount that the Owner would have received after any required payment of encumbrances under the formula set forth above had the Optionee exercised its right to purchase the Residence on the date of the foreclosure sale, shall be paid to the Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid in accordance with the terms of section 12 of the Affordable Housing Agreement. In the event that the Optionee does not elect to purchase the Residence pursuant to the provisions of this Section 13 and the Residence is sold through foreclosure, the provisions of Section 18 below pertaining to subordination shall apply.

Section 14. Distribution of Insurance and Condemnation Proceeds. In the event that the Residence is condemned or destroyed (or in the event that the Residence consists of a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to the Owner, instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to the Owner, or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including the Owner), any surplus proceeds from insurance or condemnation so distributed remaining after payment of encumbrances on the Residence shall be distributed as follows: That portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had the Optionee exercised its Purchase Option on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to the Owner, and the balance of such surplus, if any, shall be distributed in accordance with the terms of section 12 of the Affordable Housing Agreement.

Section 15. Notice of Prohibited Transfer. Within thirty (30) days after receiving notification that a Prohibited Transfer has occurred in violation of this Agreement, the Optionee will give written notice to the Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the Optionee within ten (10) days after the date of the notice, or within such further time as the Optionee determines is necessary to correct the violation, the Optionee may declare a default under this Agreement. Upon the declaration

of a default, the Optionee may exercise its Purchase Option as set forth in Section 9 or apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

Section 16. Attorney Fees and Costs. If either party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For purposes of this Section, attorney fees shall include, without limitation, fees incurred in the following: (a) postjudgment motions; (b) contempt proceedings; garnishment, levy and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

Section 17. Controlling Agreement. The Owner covenants that the Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, the Owner understands and agrees that this Agreement shall control the rights and obligations between and among the parties.

Section 18. Subordination. This Agreement is subordinate to any deed of trust or mortgage on the property made by or held by an institutional lender or institutional investor. Any party, and its successors and assigns, including the United States Department of Housing and Urban Development ("HUD"), receiving title to the property through a trustee's sale, a judicial foreclosure sale or deed in lieu of foreclosure, of such deed of trust or mortgage, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement. Upon assignment of the deed of trust or mortgage to HUD pursuant to 24 CFR 203.650 (or any successor provision), the provisions of this Agreement shall terminate and be of no further force or effect.

Section 19. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the

remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Section 20. Time of the Essence. Time is of the essence of this entire Agreement. Whenever under the terms of this Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

Section 21. Notices. All notices required herein shall be in writing and shall be considered as given when personally delivered or one business day following the day on which notice is delivered to Federal Express or similar overnight delivery service with all delivery charges paid, addressed to the parties as follows:

If to Agency:	City of St. Helena 1480 Main Street St. Helena, CA 94574
with copy to:	Napa Valley Housing Authority 1115 Seminary Street Napa, CA 94559 Attn: Executive Director
If to Owner:	Jerome & Marilyn Rothfeld 1620 Voorhees Circle St. Helena, CA 94574
If to Optionee: (other than the Agency)	At the address specified in the designation or assignment required by Section 6.

The address of a party for notices may be changed by that party's designation to all other parties of the new address and the recording of the designation, including the recording reference of this Agreement and its legal description contained in Exhibit A.

Section 22. Covenants as to Use of and Title to the Residence. The Owner covenants and agrees with the Agency that the Owner will use and maintain the Residence as a single family residence and will perform all obligations of any consensual lien encumbering the Residence, until a permitted Transfer, purchase by the Optionee pursuant to this Agreement or termination of this Agreement.

Section 23. Captions and Pronouns. The captions and headings of the various sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

Section 24. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land described in Exhibit A and are binding upon the heirs, successors, assigns and personal representatives of the parties hereto and inure to the benefit of the heirs, personal representatives and permitted successors and assigns of the parties hereto.

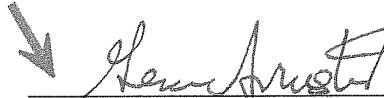
Section 25. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties, to create a valid and enforceable Purchase Option and prevent any Prohibited Transfer or any use of the Residence in violation of this Agreement is carried out.

Section 26. Termination. This Agreement shall terminate on the earlier of conveyance to the Optionee or its nominee pursuant to exercise of the Purchase Option, acquisition of title through a foreclosure of any consensual lien to which this Agreement has been subordinated, or termination of the Purchase Option pursuant to Sections 10 or 12. Upon termination of this Agreement, on request of the then record owner of the fee title to the Residence the Agency and any other Optionee shall execute, acknowledge and record a termination of this Agreement. To the extent permitted by law, any unfulfilled obligations of any Owner which arise during the term of this Agreement shall survive the termination of this Agreement, but this Agreement shall no longer affect title to the Residence.

IN WITNESS THEREOF, the parties have executed this Agreement
as of the date first written above.

CITY OF ST. HELENA

By:


City Administrator- Gene Armstead

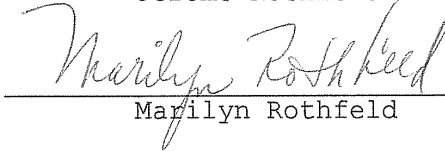
ATTEST


Deputy City Clerk
Delia Guijosa





Jerome Rothfeld


Marilyn Rothfeld

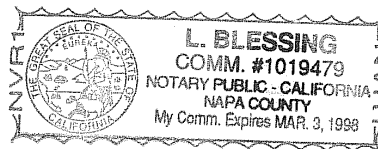
NOTARIZATIONS

STATE OF CALIFORNIA)
COUNTY OF NAPA) ss.

On Mar 20, 1996, before me, L. Blessing
personally appeared Jerome B. Rothfeld, [] personally known
to me [X] 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 signatures(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

L. Blessing
Notary Public



STATE OF CALIFORNIA)
COUNTY OF NAPA) ss.

On Mar 20, 1996, before me, L. Blessing
personally appeared Marilyn Rothfeld, [] personally known
to me [X] 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 signatures(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

L. Blessing
Notary Public



EXHIBIT A

PROPERTY DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA County of Napa, City of St. Helena, and is described as follows:

PARCEL ONE:

Lot 50 as shown on the map entitled, "Final Map of the Wallis Project", filed August 25, 1992 in Book 19 of Maps at pages 9-11, in the office of the County Recorder of said Napa County.

APN #009-601-008

PARCEL TWO:

An Easement, 10 feet in width, for ingress, egress, utility and safety services purposes, over that portion of Lots 34 through 49, inclusive, designated "20' proposed Private Access Easement for the benefits of Lots 34-50, inclusive" on the above mentioned map.

9000 7151 0015

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City of St. Helena, a political corporation by that certain Resale Restriction Agreement and Option to Purchase dated March 20, 1996 to which this Certificate of Acceptance is attached is hereby accepted by the undersigned agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on April 23, 1991, and the grantee consents to recordation thereof by its duly authorized officer.

Date: 3/2/96

By: Gene Armstead
Gene Armstead
City Administrator



STATE OF CALIFORNIA COUNTY OF NAPA

On 3-20-, 1996, before me, the undersigned, Deputy City Clerk of the City of St. Helena, personally appeared Gene Armstead, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Delia Guijosa
Delia Guijosa, Deputy City Clerk



9600 7101 0017

CERTIFIED COPY

END OF DOCUMENT

CITY OF ST. HELENA, CALIFORNIA

Resolution No. 91-53

**AUTHORIZING THE CITY ADMINISTRATOR TO
ACCEPT AND CONSENT TO DEEDS OR GRANTS OF
REAL PROPERTY TO THE CITY**

RESOLUTION

The City Administrator is hereby authorized to accept and consent to deeds or grants conveying any interest in or easement upon real estate to the City for public purposes, and to perform such other acts as are required by Gov. C. A. 27281 for the recordation of deeds and grants.

In exercising such authority, the City Administrator is authorized to attach to or print on the grant or deed a certificate in substantially the following form:

"This is to certify that the interest in real property conveyed by the grant or deed dated _____ from _____ to the City of St. Helena, a political corporation is hereby accepted by the undersigned agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on April 23, 1991, and the grantee consents to recordation thereof by it duly authorized officer.

Date _____ By _____

Approved by action of the City Council at a Regular Meeting held on April 23, 1991, by the following votes:

AYES : Councilmen Brown, Heitz, Hardy, Salinger, Mayor Hayne

NOES : None

Absent: None

ABSTAIN: None

ATTEST:

The foregoing instrument is a correct copy of the original on file in this office of City Clerk and Clerk of the St. Helena City Council, County of Napa, State of California.

By Gene Armstead Date 3/20/90

Approved:

Seal

William Hayne
William Hayne
Mayor

Gene Armstead
Gene Armstead
City Administrator/City Clerk



9 2 0 0 7 1 5 1 0 0 1 8