



City of St. Helena
Regular City Council Meeting
Tuesday, June 27, 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. Commission update by Planning Commission Chair Grace Kistner
 - 5.2. Commission update by Parks & Recreation Chair Matthew Demchuk
6. STAFF BRIEFING
 - 6.1. None
7. CONSENT ITEMS
Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

- 7.1. Consideration and proposed approval of Regular Meeting Minutes of March 28, 2017, Special Meeting Minutes of April 6, 2017, Regular Meeting Minutes of April 11, 2017 and Regular Meeting Minutes of April 25, 2017. 9 - 41
- CEQA Determination: Not a CEQA project
Prepared By: Cindy Black, City Clerk
Recommendation: Approve
[3-28-17 Minutes](#)
[04-06-2017 Minutes](#)
[04-11-17 Minutes](#)
[04-25-2017 Minutes](#)
- 7.2. Second reading and proposed adoption of an Ordinance with 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. 43 - 75
- 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: Adopt
[Staff Report](#)
- 7.3. Consideration and proposed approval of a resolution authorizing a yes vote to reauthorize Napa County Service Area No. 4 to impose an assessment not to exceed \$15.00 per planted vineyard acre per year for an additional five-year period commencing Fiscal Year 2017/2018 through Fiscal Year 2021/2022 for the purpose of providing funding for farmworker housing in Napa County 77 - 83
- CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation: Approve
[Staff Report](#)
- 7.4. Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served. 85 - 97
- CEQA Determination: Not a CEQA project
Prepared By: Jennifer Weeks, Accounting Asst. I
April Mitts, Finance Director
Recommendation: Approve
[Staff Report](#)
- 7.5. Resolution Accepting Bids and Awarding Contracts to the Lowest 99 - 105

Responsible Bidders for Furnishing Chemicals for Water and Wastewater Treatment for Fiscal Year 2017/2018

CEQA Determination: Not a CEQA project

Prepared By: Dan Brunetti, Chief Water Treatment Plant Operator

Recommendation: Adopt

[Staff Report](#)

- 7.6. Resolution approving extension of License Agreement #17WBR0007 between the National Oceanic and Atmospheric Administration (NOAA) Office of Atmospheric Research and the City of St. Helena for the continued placement of a precipitation radar and gauge at the Louis Stralla Water Treatment Plant 107 - 115

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

Prepared By: Jennifer Tuell, Water Conservation Coordinator

Recommendation: Adopt

[Staff Report](#)

- 7.7. Adopt a resolution approving the draft American with Disabilities Act Self Evaluation and Transition Plan as Final 117 - 244

CEQA Determination: Not a CEQA project

Prepared By: Tobias Barr, Project Manager

Recommendation: Adopt

[Staff Report](#)

- 7.8. Consider a Resolution authorizing the City Manager to Execute the Memorandum of Understanding (MOU) Between the Napa Valley Transportation Authority (NVTa) and the City of St. Helena for Fixed Route and On-Demand Shuttle Service through the St. Helena VINE Shuttle 245 - 257

CEQA Determination: Not a CEQA project

Prepared By: Tracey Perkowsky, Acting Recreation Director/Grants & Finance Manager

Recommendation: Adopt

[Staff Report](#)

- 7.9. **This item will not be heard and will be rescheduled to a later date.*

Consideration and proposed approval of a resolution adopting Recreation fees and charges

CEQA Determination: Not a CEQA project

Prepared By: Tracey Perkowsky, Acting Recreation Director/Grants & Finance Manager

Recommendation: Adopt

- 7.10. Approve a Professional Service Agreement in the amount of \$423,640 with GEI for Design, Engineering, Environmental Review and Permitting of the Bell Canyon Reservoir Intake Tower Rehabilitation 259 - 280

CEQA Determination: CEQA will be completed as part of project design

Prepared By: Tobias Barr, Project Manager

Recommendation: Adopt

[Staff Report](#)

[Attachment](#)

- 7.11. Approving a 3 year Professional Service Agreement with Aqua Sierra Controls for Annual Instrumentation Maintenance and Repair Services at the Wastewater Treatment Plant, this project will be budgeted over three fiscal years for a total not to exceed amount of \$80,000. 281 - 299

CEQA Determination: Not a CEQA project

Prepared By: Tobias Barr, Project Manager

Recommendation: Adopt

[Staff Report](#)

- 7.12. 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 amended pay schedule for FY 2017-2018 to include the A) Utilities Operations Manager Position, and B) Amend working titles for Public Works Maintenance Manager, Public Works Project Manager and Water Conservation Coordinator on the salary schedule to include Management Analyst and Senior Management Analyst pay scales, C) Public Works Superintendent Position and approval of Public Works Superintendent job description, D) Firefighter hourly rate increase of 3% 301 - 315

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Manager

Recommendation: Adopt

[Staff Report](#)

- 7.13. Consideration and proposed approval of a resolution approving a third amendment to Unrepresented Compensation Program which includes the following: extending the term of the program to end on December 31, 2017, adding approved Utilities Operation Manager, adding Exhibit 3, duly approved and adopted compensation schedule approved on June 27, 2017, and administrative clean up amendments 317 - 335

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, HR & IT Director

Recommendation: Adopt

[Staff Report](#)

- 7.14. Consideration and proposed approval of a resolution authorizing appointment of City Manager and approval of an Employment Agreement between the City of St. Helena and Mark Prestwich; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action for City Manager beginning July 31, 2017 provides for an annual base salary of \$189,880 with the following benefits, vehicle allowance of \$250 per pay period, 337 - 349

Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, HR & IT Director

Recommendation: Approve

[Staff Report](#)

- 7.15. Consideration and proposed approval of a resolution approving temporary appointment of Department Head Erica Ahmann Smithies as Interim City Manager, and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action on salary increases related to Director Ahmann Smithies' compensation is a 20% base salary increase adjustment to \$175,885 for her additional capacity as Interim City Manager 351 - 354

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, HR & IT Director

Recommendation: Adopt

[Staff Report](#)

- 7.16. Consideration and proposed approval of a resolution authorizing a budget expense increase of \$160,647 to the General Fund (101), a budget expense increase of \$80,827 to the Water Fund (561), a budget expense increase of \$727 to the Wastewater Fund (571), a budget expense increase of \$35,000 to the Affordable Housing Fund (751), a budget revenue increase of \$169,727 to the General Fund (101), and a transfer of \$47,725 from the General Fund (101) to the Fire Department Equipment Replacement Fund (593). 355 - 363

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation: Adopt

[Staff Report](#)

- 7.17. Consideration and Proposed Approval of a Resolution approving an Employment Agreement with André Pichly and Ratifying the City Manager's Appointment to serve as the Recreation Director; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action for Recreation Director beginning July 26, 2017 provides for an annual base salary of \$125,572 with the following benefits, vehicle allowance of \$200 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period 365 - 375

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin. Services Manager

Recommendation: Approve

[Staff Report](#)

8. PUBLIC HEARINGS

- 8.1. Establishing an Appropriation Limits for Fiscal 2017-2018 and the Selection of Current Year Adjustment Factors 377 - 384

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation: Adopt

[Staff Report](#)

9. NEW BUSINESS

- 9.1. Consideration and proposed approval of a resolution appointing applicants to various boards, commissions and committees 385 - 443

CEQA Determination: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Recommendation: Appoint and provide additional direction to staff

[Staff Report](#)

- 9.2. Report to City Council of the Forensic Accountant Report by Nigro & Nigro. 445 - 632

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation: Receive and file

[Staff Report](#)

- 9.3. Consideration of Recommendation to Select HRV Hotel Partners As Preferred Developer of Adams Street Property, Direct City Manager to Prepare an Exclusive Negotiation Agreement with HRV Hotel Partners, and Direct City Manager to Pursue Negotiations of Teen Center Component of HRV Proposal 633 - 1000

CEQA Determination: Not a CEQA project

Prepared By: Michael G. Biddle, Partner, Burke Williams & Sorensen

Robert Gamble, Managing Director, PFM Financial Advisors

Michael Oliver, President, Municipal Resource Group

The Review Committee recommends the City Council:

1. Select HRV Hotel Partners as the Preferred Developer of the Adams Street property.
2. Direct the City Manager to prepare and negotiate an Exclusive Negotiation Agreement with HRV to be presented for the City Council's review and consideration at a subsequent meeting.
3. Direct City staff to pursue Teen Center component of HRV proposal.

[Staff Report](#)

[Attachment 1.a. - Bald Mountain BMD+AV Adams Street RFP](#)

[Response](#)

[Attachment 1.b. - Bald Mountain PROOF Adams Street Architectural Renderings](#)

[Attachment 2.a. HMS May 8 Letter](#)

[Attachment 2.b. HMS May 19 Letter](#)
[Attachment 2.c. HMS Complete St Helena RFP Response Package](#)
[Attachment 2.d. HMS Revised Site Plan](#)
[Attachment 3. St Helena Adams Site HRV Hotel Partners](#)
[Public Comments Part 1](#)
[Public Comments Part 2](#)
[Public Comments Part 3](#)
[Presentation](#)

- 9.4. 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.

- 9.5. Councilmember Koberstein - adoption of protocol regarding preparation of resolutions for matters considered on appeal
- 9.6. Councilmember Koberstein - order an appraisal of City owned Railroad Ave. property

10. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

- 10.1. 1. 7/11 Appointing LOCC voting delegate - Cindy
2. 7/11 LOCC Annual Conference Legislative Resolutions for Considerations - Cindy
3. 7/11 Councilmember Ellsworth - A discussion regarding a possible LARGE COMMERCIAL TRUCK ORDINANCE
4. 7/11 Little League Contract Amendment - Tracey
5. 7/11 Staff Briefing: City Water Agreements – Jennifer T.
6. 7/11 Hunter Update - Noah
7. 7/11 Vineland fire agreement - Erica

11. ADJOURNMENT

The next Regular City Council meeting is scheduled for July 11, 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 23, 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.

**Minutes
St. Helena City Council
Regular City Council Meeting
Tuesday, March 28, 2017 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena**

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Councilmembers Koberstein, Ellsworth, Dohring, White, Mayor Galbraith
Absent: None

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.

Mary Stephenson, Mike Quaglia, Mike Griffen and Elain de Man addressed the City Council.

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.

Interim City Manager Larry Pennell announced Napa County Board of Supervisors is requesting two local elected officials be appointed to a Napa County group to discuss marijuana policy within the County. This item will be agendized at the next City Council meeting. Also, the community should calendar the upcoming April 6, 2017 Special City Council community goal session meeting.

Finance Director April Mitts announced the non-profit grant applications are due Friday, March 31, 2017.

Planning Director Noah Housh announced the status of the Building Official recruitment.

Acting Public Works Director Erica Ahmann Smithies announced the upcoming wastewater feasibility study workshop to be held on March 29, 2017.

Councilmember Koberstein discussed initiating a Planning pre-application process for certain projects.

Councilmember Ellsworth announced he attended the recent Watershed and Information & Conservation Council (WICC) meeting. He also encourages the community to attend upcoming meetings regarding the water shed symposium on May 24, 2017, Napa County Board of Supervisors considering revising the definition of agriculture on April 4, 2017 and the Napa County Board of Supervisors hearing the helipad issue in May. In conclusion Councilmember Ellsworth shared discussed Las Alcobas parking and is concerned about the increased water rates for small businesses in St. Helena.

Councilmember Dohring noted he would like for Public Works staff to look into the Pratt Avenue/Los Alcobas parking issue further before scheduling a special meeting. Also, allow the Planning Director to come back at a later date to explore the Our Town St. Helena proposal for the Rail Road Avenue City owned property.

Mayor Galbraith announced an upcoming community meeting called by the Napa County Board of Supervisors for St. Helena to participate in a "County visioning process", the Board of Supervisors passed a proclamation dealing with immigration on March 21, 2017 and a similar proclamation will be heard by the City Council at the April 11, 2017 meeting and noted consideration to cancel the second meeting in July and to agendize as necessary.

5.1. Closed Session - announce actions taken if any from March 28, 2017 -
City Attorney Thomas B. Brown

City Attorney Thomas B. Brown noted there was no reportable action.

6. STAFF BRIEFING

None

7. CONSENT ITEMS

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

7.1. Consideration and proposed approval of Regular Meeting Minutes of February 14, 2017

CEQA Determination: Not a CEQA project
Prepared By: Cindy Black, City Clerk
Recommendation: Approve

7.2. Consideration and Proposed Approval of a Resolution 2017-34 Authoring the City Manager to Execute Amendment Number 2 to the Memorandum of Understanding (MOU) Between the Napa Valley Transportation Authority (NVTa) and the City of St. Helena for Fixed Route and On-Demand Shuttle Service through the St. Helena VINE Shuttle

CEQA Determination: Not a CEQA project
Prepared By: Tracey Perkosky, Grants and Finance Manager
Recommendation: Adopt

7.3. Consideration and proposed approval of a resolution 2017-35 approving out-of-state travel for Grants/Finance Manager Tracey Perkosky to attend the Government Finance Officers Association (GFOA) Annual Conference in Denver, Colorado, May 21-24, 2017

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Director of Finance
Recommendation: Adopt

7.4. Consideration and proposed approval of a resolution 2017-36 authorizing Robert Louis Stevenson (RLS) Museum to install a temporary display structure at the corner of Adams Street and Library Lane

CEQA Determination: Not a CEQA project
Prepared By: Noah Housh, Planning Director
Recommendation: Adopt

Item 7.5 was removed from consent.

~~7.5. Consideration and proposed approval of a resolution authorizing amendment to Unrepresented Compensation Resolution to duly approve and adopt the~~

~~publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 to reflect the reclassification and compensation schedule for the Chief Building Official to same classification and salary range as Assistant Public Works Director~~

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, Director of HR & IT
Recommendation: Adopt

7.6. Consideration and proposed approval of a resolution 2017-37 authorizing General Fund Reserves to fund a new Recreation Supervisor position in the Recreation Department for a cost of \$18,348 for the remainder of the FY 2016/17

CEQA Determination: Not a CEQA project
Prepared By: Larry Pennell
Recommendation: Adopt

Councilmember Dohring moved to approve Consent items 7.1 to 7.4 and 7.6. The motion was seconded by Councilmember Koberstein and on roll call carried by the following vote:

AYES: Councilmembers Dohring, Koberstein, White, Ellsworth and Mayor Galbraith
NOES: None
ABSENT: None

7.5. Consideration and proposed approval of a resolution authorizing amendment to Unrepresented Compensation Resolution to duly approve and adopt the publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 to reflect the reclassification and compensation schedule for the Chief Building Official to same classification and salary range as Assistant Public Works Director

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, Director of HR & IT
Recommendation: Adopt

Director of HR & IT Kathy Robinson and Planning Director Noah Housh reported on this item.

No public comment was received.

Vice Mayor White moved to approve a resolution authorizing amendment to Unrepresented Compensation Resolution to duly approve and adopt the publicly

available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 to reflect the reclassification and compensation schedule for the Chief Building Official to same classification and salary range as Assistant Public Works Director. The motion was seconded by Mayor Galbraith and on roll call carried by the following vote:

AYES: Vice Mayor White and Mayor Galbraith

NOES: Councilmembers Koberstein, Ellsworth and Dohring

ABSENT: None

The item did not pass due to lack of vote.

8. NEW BUSINESS

8.1. City Council discussion and direction of goals, objectives and strategy for the newly formed Ad Hoc Utility Rate Committee and appoint two City Council liaisons to the Committee

Mayor Galbraith called for public comment:

Cathy Colburn addressed the City Council.

Mayor Galbraith closed public comment.

Vice Mayor White made a motion to adopt goals and direction to the Ad Hoc Committee as follows:

The Ad Hoc Water and Wastewater Committee is to review the Water and Wastewater Study dated October 31, 2016, and make recommendations, if any, to the Council for revisions to the Study and potential adjustments to the rates adopted by the City Council on November 29, 2016.

The Ad Hoc Committee shall assess available financing assumptions and options for CIP projects in the first five years of the Rate Study, giving due consideration to project prioritization (immediate need, number, and estimated cost) and the proper balance of using cash versus debt.

The Ad Hoc Committee shall assess other significant financial assumptions in the Study, such as reserves, adequacy of sinking funds, and designated and undesignated fund balances, and shall do so in accordance with generally accepted financial principles.

The Ad Hoc Committee shall explore any apparent inequities related to industrial, commercial, and residential rates, generate alternative rate models, and recommend potential corrective actions.

In its work the Ad Hoc Committee shall give due consideration to the following:

1. Bond covenants contained in outstanding bonds of the Water and Wastewater Enterprises and strategies to come into compliance.
2. Any water or wastewater project not included in the Rate Study that must be financed in the next five years.
3. The legal principles set forth in *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano*, 235 Cal.App.4th 1493, 186 Cal.Rptr.3d 362 (2015).

The Ad Hoc Committee shall complete its review and submit any recommendations to the City Council such that if the Council determines to revise the Rate Study and currently adopted rates, the work will be completed in sufficient time to allow the Council to meet Proposition 218 requirements and put the new rates into effect as of the date of the rate increases currently scheduled for November 2017.

The motion was seconded by Councilmember Koberstein and on roll call carried by the following vote:

AYES: Councilmembers White, Koberstein, Ellsworth, Dohring and Mayor Galbraith

NOES: None

ABSENT: None

8.2. Councilmember Koberstein - A discussion and possible assignment to the Planning Commission of the task to review our noise ordinance and make recommendations for any proposed changes.

Councilmember Koberstein reported on this item.

Mayor Galbraith called for public comment:

Tom Belt addressed the City Council.

Mayor Galbraith closed public comment.

The City Attorney will review and bring back a general analysis at a future meeting.

8.3. Councilmember Ellsworth - A discussion and possible direction to staff regarding the nomination/appointment process for St. Helena Commissions, Committees and boards by the City Council for future nominations and appointments. Including protocol for deadlines and transparency so proper consensus is arrived at and fair, impartial procedure is ensured in selection process.

Mayor Galbraith called for public comment:

Cathy Colburn, Tracy Sweeney and Bobbi Monnette addressed the City Council.

Mayor Galbraith closed public comment

The City Attorney will review the appointment process and bring back an analysis at a future meeting.

9. ADJOURNMENT

Mayor Galbraith adjourned the meeting at 7:38 p.m.

The March 28, 2017 minutes were approved at the June 27, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**Minutes
City of St. Helena
Special City Council
Departmental Goals and Assessment Workshop Meeting
Thursday, April 6, 2017 @ 4:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena**

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. CALL TO ORDER

2. ROLL CALL

Present: Councilmembers Koberstein, Ellsworth, Dohring, White, Mayor Galbraith
Absent: None

3. PUBLIC COMMENT:

Public comments pertaining to the Special Departmental Goals and Assessment Workshop Meeting. Each person's comments shall be limited to 3 minutes.

4. OPENING REMARKS - INTERIM CITY MANAGER LARRY PENNELL

Interim City Manager Larry Pennell addressed the City Council.

5. DEPARTMENTAL GOALS AND ASSESSMENT PRESENTATIONS

FY 17-18 Department Goals Presentation

5.2. City Manager

Interim City Manager Larry Pennell, City Clerk Cindy Black and HR & IT Director Kathy Robinson reported on this item.

Mayor Galbraith opened public comment.

Andy Bartlett, Pam Simpson, Bobbi Monnette, Elain de Man and Pam Smithers addressed the City Council.

Mayor Galbraith closed public comment.

Item 5.4 was heard before item 5.3.

5.4. Finance

Finance Director April Mitts reported on this item.

Mayor Galbraith opened public comment.

Lowell Smith, Pam Simpson and Elain de Man addressed the City Council.

Mayor Galbraith closed public comment.

5.3. City Attorney

City Attorney Thomas B. Brown reported on this item.

No public comment received.

5.5. Non-Departmental

No slide presentation was provided for Non-Departmental.

No public comment received.

Mayor Galbraith called for a break at 5:50 pm.

Mayor Galbraith reconvened the meeting at 6:00 pm.

5.6. Planning/Building

Planning Director Noah Housh reported on this item.

No public comment received.

5.7. Library

Library Director Chris Kreiden reported on this item.

No public comment received.

5.8. Recreation

Mayor Galbraith opened public comment.

Elain de Man, Julie Spencer, citizen and Tracy Smith addressed the City Council.

Mayor Galbraith closed public comment.

5.9. Fire

Fire Chief John Sorenson reported on this item.

No public received.

5.10. Police

Police Chief William Imboden reported on this item.

Mayor Galbraith opened public comment.

Bobbi Monnette addressed the City Council.

Mayor Galbraith closed public comment.

5.11. Public Works

Acting Public Works Director Erica Ahmann Smithies reported on this item.

Mayor Galbraith opened public comment.

Pam Simpson addressed the City Council.

Mayor Galbraith closed public comment.

5.12. Water/Wastewater

Acting Public Works Director Erica Ahmann Smithies reported on this item.

No public comment was received.

At 7:50 pm Vintage Hall received audio/video equipment failure due to an electrical power surge. The video stopped recording at the point of the power surge.

6. FINAL CITY COUNCIL COMMENTS

The City Council had a roundtable discussion regarding the staff presentation.

7. ADJOURNMENT

Mayor Galbraith adjourned the meeting at 8:10 p.m.

The April 6, 2017 minutes were approved at the June 27, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**Minutes
City of St. Helena
Regular City Council Meeting
Tuesday, April 11, 2017 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena**

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Councilmembers Koberstein, Ellsworth, Dohring, White, Mayor Galbraith

Absent: None

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.

Beckly Wilson, Elaine de Man, Katherine Kinney, Polly Ogden, Debbie Fradelizio, Mike Griffin, Charles Hall, Anthony Micheli and John Hawkins addressed the City Council.

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 April 11, 2017 - City Attorney Thomas B. Brown

City Attorney Thomas B. Brown noted no reportable action was taken at the April 11, 2017 special closed session meeting.

Interim City Manager Larry Pennell reported on the upcoming Council retreat taking place on April 21, 2017, also reported on potential future encroachment permits waiver policy and announced the promotion of Erica Ahmann Smithies as the new Public Works Director.

Finance Director April Mitts reported on the upcoming meetings: AdHoc Committee rate study meeting on April 17, 2017; Audit and Financials for FY 2015/16 meeting on April 25, 2017; Budget Workshop May 2, 2017 and Forensic Audit presentation City Council meeting of May 23, 2017.

Planning and Community Improvement Director Noah Housh reported on the upcoming Calistoga Affordable Housing ground breaking ceremony for Turley Flats. Also reported on new Senate Bill SB649 regulation.

Public Works Director Erica Ahmann Smithies reported on traffic and construction at intersection of Main and Elmhurst Ave and possible redzone authorization.

Councilmember Koberstein suggested implementation of an Agenda Forecast to be included in every Council Agenda Packet.

Councilmember Ellsworth expressed concern about current water rates, Las Alcobas parking and noise problem in St. Helena.

5.2. Committee update by Active Transportation/Sustainability Committee
Chair Michael Chisek

Chair Michael Chisek addressed the City Council.

6. STAFF BRIEFING

6.1. None

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. Proclamation - Community Statement on Immigration

7.2. Proclamation - Bike to Work Day Proclamation presented to Napa County Bicycle Coalition Board Member Emily Cocks and Active Transportation/Sustainability Committee Chair Michael Chisek

7.3. Proclamation - Declaring April as Arts Month presented to Arts Council
Napa Valley President & CEO Olivia (Everett) Dodd

Chair of Arts Council Napa Valley Shelly Hanan addressed the City Council.

7.4. Proclamation - National Library Week 2017 presented to St. Helena Library Director Chris Kreiden and Outreach Services Librarian Mari Martiinez

Library Director Chris Kreiden and Executive Director of Upvalley Family Centers Jenny Ocon addressed the City Council.

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 and proposed approval of Regular Meeting Minutes of February 28, 2017

CEQA Determination: Not a CEQA project
Prepared By: Cindy Black, City Clerk
Recommendation: Approve

8.2. Consideration and proposed approval of a resolution to temporary street closures on April 14, 2017 for the RLS Parent Group and St Helena Public Schools Foundation Run Big! St Helena event, waiving the Encroachment Permit Fee of \$200.00, and authorizing City staff to assist with road closures.

CEQA Determination: Categorically Exempt 15061, General Rule
Prepared By: Christina Cook, Administrative Assistant
Erica Ahmann Smithies PE, Acting Director of Public Works/City Engineer
Recommendation: Approve

Item 8.3 was pulled from consent.

~~8.3. Approve Letter of Support for the City of Calistoga's Transportation Development Act Article 3 (TDA-3) Grant Application for Bicycle Education for the Lodging and Wine Industries and Up Valley Communities, including the Greater Calistoga and St. Helena Areas~~

~~CEQA Determination: Not a CEQA project
Prepared By: Tracey Perkosky, Grants and Finance Manager
Recommendation: Approve~~

8.4. Consideration and proposed approval of a resolution adopting a revised conflict of interest code for the City of St. Helena and rescinding Resolution 2015-34

CEQA Determination: Not a CEQA project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt

8.5. Consideration of resolution approving the use of the Fire Station parking lot for Earth Day activities by the St. Helena Chamber of Commerce and waiver of the Encroachment Fee in the amount of \$200

CEQA Determination: Not a CEQA project
Prepared By: Jennifer Tuell, Water Conservation
Erica Smithies, PE, Acting Public Works Director/City Engineer
Recommendation: Adopt

8.6. Consideration of a resolution approving a contract /Consultant Services Agreement with Interwest to provide professional Building Official, Building Permit Plan-Check and Building Inspection services for a total contract amount not to exceed \$75,000.

CEQA Determination: Not a CEQA project
Prepared By: Noah Housh, Planning and Community Improvement Director
Recommendation: Adopt

Item 8.7 was pulled from consent.

~~8.7. Consideration of a resolution approving Amendment #2 for a Consultant Services Agreement with M-Group to provide professional planning services for an additional amount of \$100,000, and for a total contract amount not to exceed \$200,000.~~

~~CEQA Determination: Not a CEQA project
Prepared By: Noah Housh, Planning and Community Improvement Director
Recommendation: Adopt~~

8.8. Resolution authorizing use of General Fund Reserves in the amount of \$34,300 and approval of a budget adjustment \$34,300 to account 101-4900-2145 for parking citation amount due to the County of Napa Auditor-Controller's Office for monies due from FY 2011 through FY 2016 for parking citation revenue.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation: Adopt

8.9. Consideration of a resolution approving the Arts Council Napa Valley to host Arts in the Streets at Lyman Park on Saturday, April 15, 2017 from 12:00 pm to 3:00 pm; and waive the encroachment permit fee of \$200.00, and the noise permit fee of \$25.00

CEQA Determination: Not a CEQA project
Prepared By: Haidi Arias, Recreation Director
Recommendation: Adopt

8.10. Consider a Resolution for the Approval of a Budget Adjustment Using Water and Wastewater Net Position in an Amount Not to Exceed \$5,400 for Fiscal Year 16/17 for the Recording and Televising of the Ad Hoc Utility Rate Meetings

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation: Adopt

8.11. Consideration and proposed approval of a resolution approving the City Manager to execute a Production Agreement with Zambelli Fireworks in the amount of \$40,000 for a City-Sponsored Firework show located in Crane Park on July 4th and encumbering \$19,020 from the General Fund FY 17/18 Operating Budget

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Haidi Arias, Recreation Manager
Recommendation: Adopt

8.12. Resolution authorizing a budget adjustment amount of \$1,000 to Fund 286 (Bocce) for FY 2016/17 to be split between accounts #286-4728-2215 and #286-4728-2330 for additional Bocce expenses

CEQA Determination: Not a CEQA project
Prepared By: Haidi Arias, Recreation Director
Recommendation: Adopt

Councilmember Ellsworth pulled Item 8.3 and Councilmember Koberstein pulled Item 8.7 on the Consent Calendar.

Councilmember Dohring moved to approve Consent items 8.1, 8.2, 8.4, 8.5, 8.6, 8.8, 8.9, 8.10, 8.11 and 8.12. The motion was seconded by Vice-Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Dohring, White, Ellsworth, Koberstein and Mayor Galbraith

NOES: None

ABSENT: None

Grants and Finance Manager Tracey Perkosky reported on Item 8.3.

Mayor Galbraith opened Public Comment.

Citizen addressed the City Council.

Mayor Galbraith closed Public Comment

Mayor Galbraith suggested Councilmember Ellsworth provide Finance Manager Tracey Perkosky the additional language for the amendment via email.

Vice-Mayor White moved to approve Consent item 8.3 as amended. The motion was seconded by Councilmember Ellsworth and on roll call carried by the following vote:

AYES: Councilmembers White, Ellsworth, Dohring, Koberstein and Mayor Galbraith

NOES: None

ABSENT: None

Planning and Community Improvement Director Noah Housh reported on Item 8.7.

Principal of M-Group Heather Hinds addressed the City Council.

No Public Comment received.

Councilmember Dohring called for a point of order and recommended that the following amendment be included in the current and future City contracts: "Gender, gender identity and gender expression as protected categories specifically and expressively in that category."

Vice-Mayor White moved to approve Consent item 8.7 as amended. The motion was seconded by Councilmember Koberstein and on roll call carried by the following vote:

AYES: Councilmembers White, Koberstein, Ellsworth, Dohring, and Mayor Galbraith

NOES: None

ABSENT: None

9. NEW BUSINESS

9.1. Consideration and proposed approval of a resolution authorizing amendment to Unrepresented Compensation Resolution to duly approve and adopt the publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 to reflect the reclassification and compensation schedule for the Chief Building Official to same classification and salary range as Assistant Public Works Director

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning and Community Improvement Director

Recommendation: Adopt

Planning and Community Improvement Director Noah Housh reported on Item.

Mayor Galbraith opened Public Comment.

Anthony Micheli and Tracy Sweeney addressed the City Council.

Mayor Galbraith closed Public Comment.

Councilmember Dohring disclosed communicating with Planning and Community Improvement Director Noah regarding item prior to Public Hearing.

Councilmember Dohring moved to accept staff's recommendation. The motion was seconded by Vice-Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Dohring, White and Mayor Galbraith

NOES: Councilmember Ellsworth and Koberstein

ABSENT: None

Mayor Galbraith called for a recess at 7:46pm

Meeting reconvened at 7:55pm

Prior to the hearing of Item 9.2, Councilmember Dohring disclosed a potential conflict of interest, having law office clients whose properties are within the proposed district and recused himself from the dais.

9.2. Consideration of Proposed Greater St. Helena Property and Business Improvement District (PBID):

1. City of St. Helena Consideration, Discussion and Comment on St. Helena Chamber of Commerce Draft Greater St. Helena Property and Business Improvement District Management District Plan and Engineer's Report; and

2. Proposed resolution of the City Council of the City of St. Helena requesting consent of the Board of Supervisors of the County of Napa to form the Greater St. Helena Property and Business Improvement District.

CEQA Determination: Not a CEQA project
Prepared By: Larry Pennell, Interim City Manager
Recommendation: Provide direction

Interim City Manager Larry Pennell reported on Item.

Chamber CEO/ President Pam Simpson addressed the City Council.

Mayor Galbraith opened Public Comment.

Citizen, Bobbi Monnette, Rich Shurtz, Anthony Micheli and Mike Milat addressed the City Council.

Mayor Galbraith closed Public Comment.

Melanie and Pam Simpson addressed the City Council.

Due to a lack of a majority vote, no action or direction was provided to staff by Council.

Councilmember Dohring returned to the dais at 8:57pm.

9.3. Discussion and appointment of two Councilmembers to represent the City of St. Helena at Napa County meetings to discuss marijuana policy within Napa County

Councilmembers Dohring and Ellsworth volunteered to represent the City of St. Helena at Napa County meetings to discuss marijuana policy within Napa County.

Mayor Galbraith opened Public Comment.

Eric Sklar addressed the City Council.

Mayor Galbraith closed Public Comment.

Councilmember Koberstein moved to appoint Councilmember Dohring and Ellsworth to represent the City of St. Helena at Napa County meetings to discuss marijuana policy within Napa County. The motion was seconded by Vice-Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Koberstein, White, Ellsworth, Dohring, and Mayor Galbraith

NOES: None

ABSENT: None

Prior to the hearing of Item 9.4, Mayor Galbraith recused himself due to conflict of interest, owning property in proximity of the site. Vice-Mayor White recused himself due to conflict of interest, being a licensed helicopter pilot and both left the dais.

9.4. Discussion and direction regarding proposed correspondence to the Napa County Board of Supervisors regarding private heliport development within the County of Napa

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning Director

Recommendation: Provide direction

Planning and Community Improvement Director Noah Housh reported on Item.

Councilmember Dohring opened Public Comment.

Bobbi Monnette and Elaine de Man addressed the City Council.

Councilmember Dohring closed Public Comment.

Council provided direction to staff to amend proposed letter as directed and send to Board of Supervisors on behalf of the City Council.

10. ADJOURNMENT

Councilmember Dohring adjourned the meeting at 9:14 pm.

The April 11, 2017 minutes were approved at the June 27, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**Minutes
City of St. Helena
Regular City Council Meeting
Tuesday, April 25, 2017 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena**

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Councilmembers Koberstein, Ellsworth, Dohring, White, Mayor Galbraith
Absent: None

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.

Peter Abraham, Pat Dell, Debbie Fradelizio, Tom Thornton, Mike Quaglia and Mike Griffen addressed the City Council.

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.

Finance Director April Mitts reminded the community regarding the upcoming Ad Hoc Utility Rate Committee meeting on April 26, 2017 and the Budget Hearing on May 2, 2017.

City Clerk Cindy Black announced the recruitment to fill the upcoming expiring terms for various Boards and Committees.

Public Works Director Erica Ahmann Smithies addressed the parking issues within the City.

Planning Director Noah Housh provided a staffing and General Plan update.

Police Chief William Imboden reported on a recent burglary in town and encouraged all residents to close and lock all doors and windows at night. A report on the recent Earth Day activities was provided.

Councilmember Koberstein requested to hold a joint City Council and Planning Commission meeting in the not too distant future to discuss process and views from the City Council to the Planning Commission. Councilmember Koberstein shared the desire to reduce the volume of paperwork and rather provide more concise information.

Councilmember Ellsworth discussed his concerns regarding local burglaries and robberies. He called for more attention to the Los Alcobas parking situation. He also urged for a resolution to subsidize the businesses with high wastewater base rates and for the City to offer relief. He will provide a winemaking report at a later date. A "Healing Walk Napa Valley" will take place on April 29, 2017 from Yountville to Napa and it is a peaceful pilgrimage through the valley, rooted in the indigenous philosophy of invoking sacred space to heal the land and its people.

Vice Mayor White reported on the recent NVTa meeting action that approved the OBAG 2 application for possible 1.3 million towards City sidewalk improvements in the downtown area.

Mayor Galbraith thanked the City staff and acknowledged the community efforts during the recent Earth Day activities.

6. STAFF BRIEFING

6.1. None

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. Proclamation - National Volunteer Week presented to Outreach Services Librarian Mari Martinez and St. Helena Library Director Chris Kreiden

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 and proposed approval of Regular Meeting Minutes of March 14, 2017.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Black, City Clerk
Recommendation: Approve

8.2. Consideration and Proposed Approval of a Resolution 2017-49 approving an Employment Agreement with Erica Ahmann Smithies and Ratifying the City Managers Appointment to serve as the City Public Works Director

CEQA Determination: Not a CEQA project
Prepared By: Larry Pennell, Interim City Manager
Recommendation: Adopt

Items 8.3 and 8.4 were pulled from consent.

~~8.3. Council consideration and possible approval of a resolution reiterating the City of St. Helena's commitment to complete the project for the removal of the Upper York Creek Dam by the end of 2018.~~

~~CEQA Determination: Not a CEQA project
Prepared By: Erica Ahman Smithies, Acting Public Works Director
Recommendation: Adopt~~

~~8.4. Consideration and Proposed Approval of a Resolution Approving a Request for Waiver of Use Permit Planning Application Fee and Building Permit Fees, not to Exceed \$10,800, for the St. Helena Fire Department's Application for St. Helena Fire Department Station #2 at 1025 Dowdell Lane~~

~~CEQA Determination: Not a CEQA project
Prepared By: Allison Mattioli, Management Analyst
John Sorensen, Fire Chief
Recommendation: Adopt~~

8.5. Consideration and proposed approval of a resolution 2017-52 approving a sole source purchase for one Channel Monster Wastewater Grinder from JWC

Environmental in an amount not to exceed \$32,000 and authorize the Finance Director to execute a budget transfer of \$32,000 from Wastewater Reserves

CEQA Determination: Not a CEQA project
Prepared By: Tobias Barr, Public Works Project Manager
Erica Ahmann Smithies, PE, Director of Public Works/City Engineer
Recommendation: Adopt

Item 8.6 was pulled from consent.

~~———8.6.—— Receive and File Grant Quarterly Report for FY 2017 Q3, for the period ending March 31, 2017~~

~~CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Tracey Perkosky, Grants & Finance Manager
Recommendation: Receive and file~~

8.7. Consideration and proposed approval of Resolution 2017-53 approving the SHES/SHPS Parent Teacher Group to host musical entertainment, and vendors at Lyman Park on Friday, May 5, 2017, between the hours of 2:00 pm and 10:00 pm, and waive the Encroachment Permit fee in the amount of \$200.00, and authorizing City staff to assist with set-up and tear down of equipment

CEQA Determination: Not a CEQA project
Prepared By: Erica Ahmann Smithies, PE, Director of Public Works/City Engineer
Recommendation: Adopt

Item 8.8 was pulled from consent.

~~———8.8.—— Consideration of proposed adoption of a Resolution Designating No Parking Zones on Elmhurst Avenue and Main Street~~

~~CEQA Determination: Categorically Exempt, Section 15304, Minor Alterations to Land
Prepared By: Erica Ahmann Smithies, PE, Acting Director of Public Works/City Engineer
Recommendation: Adopt~~

8.9. Consideration and proposed approval of resolutions:

(1) Resolution 2017-55 Authorizing a Budget Adjustment of \$6,908.38 to #101-4100-2405 for the amount owed for the low income subsidy for FY 2016/17 Q3. Of this

amount \$2,423.55 will be transferred to the Water Fund Revenue Account and \$2,343.23 will be transferred to the Waste Water Fund Revenue Account; and

(2) Resolution 2017-56 Authorizing a transfer from #101-4000-2408 Leak Adjustments to #561-3470-0000 Other Revenue for the amount owed for Leak Adjustments for FY 2016/17 Q3 totaling \$1,367.30.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation: Adopt

Vice Mayor White moved to approve Consent items 8.1, 8.2, 8.5, 8.7 and 8.9. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Ellsworth, Koberstein and Mayor Galbraith
NOES: None
ABSENT: None

8.3. Council consideration and possible approval of a resolution 2017-50 reiterating the City of St. Helena's commitment to complete the project for the removal of the Upper York Creek Dam by the end of 2018.

CEQA Determination: Not a CEQA project
Prepared By: Erica Ahmann Smithies, Acting Public Works Director
Recommendation: Adopt

Acting Public Works Director Erica Ahmann Smithies reported on this item.

Mayor Galbraith called for public comment.

Tom Belt and Bobbie Monnette addressed the City Council.

Mayor Galbraith closed public comment.

Councilmember Dohring moved to approve Consent item 8.3 as amended. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Dohring, White, Ellsworth, Koberstein and Mayor Galbraith
NOES: None
ABSENT: None

8.4. Consideration and Proposed Approval of a Resolution 2017-51 Approving a Request for Waiver of Use Permit Planning Application Fee and Building Permit Fees, not to Exceed \$10,800, for the St. Helena Fire Department's Application for St. Helena Fire Department Station #2 at 1025 Dowdell Lane

CEQA Determination: Not a CEQA project
Prepared By: Allison Mattioli, Management Analyst
John Sorensen, Fire Chief
Recommendation: Adopt

Planning Director Noah Housh reported on this item.

No public comment received.

Councilmember Dohring moved to approve Consent item 8.4. The motion was seconded by Councilmember Ellsworth and on roll call carried by the following vote:

AYES: Councilmembers Dohring, Ellsworth, White, Koberstein and Mayor Galbraith
NOES: None
ABSENT: None

8.6. Receive and File Grant Quarterly Report for FY 2017 Q3, for the period ending March 31, 2017

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Tracey Perkosky, Grants & Finance Manager
Recommendation: Receive and file

Finance Director April Mitts reported on this item.

Mayor Galbraith called for public comment.

Pat Dell addressed the City Council.

Mayor Galbraith closed public comment.

Councilmember Dohring moved to approve Consent item 8.6. The motion was seconded by Councilmember Koberstein and on roll call carried by the following vote:

AYES: Councilmembers Dohring, Koberstein, White, Ellsworth and Mayor Galbraith
NOES: None
ABSENT: None

8.8. Consideration of proposed adoption of a Resolution 2016-54 Designating No Parking Zones on Elmhurst Avenue and Main Street

CEQA Determination: Categorically Exempt, Section 15304, Minor Alterations to Land
Prepared By: Erica Ahmann Smithies, PE, Acting Director of Public Works/City Engineer
Recommendation: Adopt

Acting Director of Public Works/City Engineer Erica Ahmann Smithies reported on this item.

Mayor Galbraith called for public comment.

Anthony Micheli, Mike Griffen, Betsy Holzhauer and Bobbi Monnette addressed the City Council.

Mayor Galbraith closed public comment.

It was the consensus of the City Council to agendaize for the May 9, 2017 City Council meeting to consider forming a subcommittee of two City Councilmembers to work with City staff and Los Alamos to meet and determine a parking resolution.

Councilmember Koberstein moved to approve Consent item 8.8. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Koberstein, White, Dohring, Ellsworth and Mayor Galbraith
NOES: None
ABSENT: None

9. NEW BUSINESS

9.1. Interim City Manager Larry Pennell proposal for interviewing City Manager candidates

CEQA Determination: Not a CEQA project
Prepared By: Larry Pennell, City Manager
Recommendation: Approve

Interim City Manager Larry Pennell reported on this item.

It was the consensus of the City Council to form two interview panel committees. The first committee will consist of five community members and the second will consist of

the City executive staff members. A special City Council meeting will be called for May 23, 2017 to review candidate packages and adjourn the meeting with two to three candidates for consideration.

The citizen committee and executive staff will interview the final candidates at a later date.

No public comment was received.

Vice Mayor White moved to direct staff to follow-up with necessary meeting preparations for the community and executive staff interview panels and agenda the upcoming special meeting. The motion was seconded by Councilmember Koberstein and on roll call carried by the following vote:

AYES: Councilmembers White, Koberstein, Dohring, Ellsworth and Mayor Galbraith

NOES: None

ABSENT: None

Mayor Galbraith called for a recess at 7:25 pm.

Mayor Galbraith reconvened the meeting at 7:33 pm.

9.2. Presentation of the Fiscal Year 2016 Comprehensive Annual Financial Report (CAFR) and Independent Auditor's Report on Internal Control Over Financial Reporting

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Mandy Kellogg, Administrative Services Manager
Recommendation: Receive and file

Finance Director April Mitts and Administrative Services Manager Mandy Kellogg reported on this item.

Van Lant & Fankhanel, LLP, Certified Public Accountant Greg Fankhanel also reported to the City Council on behalf of his firm regarding the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

Mayor Galbraith called for public comment.

Anthony Micheli and Pat Dell addressed the City Council.

Mayor Galbraith closed the public comment.

It was the consensus of the City Council to receive and file the report as presented.

9.3. Fiscal Year 2016/17 3rd Quarter Finance Report

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation: Receive and file

Finance Director April Mitts reported on this item.

City Council directed staff to come back with a small business wastewater subsidy program and eight to ten years of personnel trends including funding.

It was the consensus of the City Council to receive and file the report as presented.

9.4. Councilmember Koberstein - Continued discussion, consideration of City Attorney memorandum and possible direction re: City regulation of noise, entertainment and music, and related code enforcement tools.

City Attorney Thomas B. Brown reported on this item.

Mayor Galbraith called for public comment.

Grace Kistner, Mike Griffen and Bobbi Monnette addressed the City Council.

Mayor Galbraith closed public comment.

Councilmember Koberstein reported on her agenda item and noted her desire to address the zoning ordinance in the future relating to a potential noise permitting process.

The majority of the City Council directed staff to complete the General Plan and then review the zoning ordinance at a later date.

9.5. Councilmember Ellsworth - Discussion regarding a possible large commercial truck ordinance

Councilmember Ellsworth reported on this item.

Mayor Galbraith called for public comment.

Bobbi Monnette, Anthony Micheli, Mark Smithers and Mike Griffen addressed the City Council.

It was the consensus of the City Council to direct City Attorney Thomas B. Brown to investigate and review this issue with staff and Councilmember Ellsworth.

10. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

10.1. May:

1. 5/9 PD Senior Volunteer Program - Bill
 2. 5/9 PH Hearing Notice - Appeal of Administrative decision for 395 S. Crane Ave. – Erica
 3. 5/9 PH Hearing Notice - CIA Appeal - Noah
 4. 5/9 PH Hearing Notice - Recreational Cannabis Ordinance – Noah
 5. 5/9 Fire Chief/Fire Marshall Contract - Larry
 6. 5/9 Adopt NVTA Regional Pedestrian Master Plan (NVTA to attend) – Erica
 7. 5/9 update fee schedule - Recreation
 8. 5/9 Bell Canyon intake tower
 9. 5/9 Magnolia Oaks Sewer Annexation
 10. 5/9 Chamber Music in the Parks – Erica
 11. 5/9 Annual WWTP Instrumentation Maintenance and Repair Services
 12. 5/23 OTSH proposed acquisition of City owned railroad property - Noah
 13. 5/23 Discussion of next steps on evaluating responses to Adams Street RFP's – Larry
 14. 5/23 PH Hearing Notice - Accessory Dwelling Unit Ordinance
 15. 5/23 Stale dated checks – April
 16. 5/23 Forensic Accounting - April
 17. 5/23 Chamber Annual Report to the Council
- June:
18. 6/13 Little League Contract Amendment - Carlos
 19. 6/13 Budget adoption – April

11. ADJOURNMENT

Mayor adjourned the meeting at 9:22 pm.

The April 25, 2017 minutes were approved at the June 27, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 27, 2017

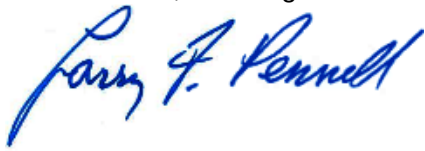
Agenda Section: Public Hearing

Subject: Second reading and proposed adoption of an Ordinance with 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, Planning Director

Reviewed By: 
Noah Housh, Planning Director

Approved By: 
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.

On June 13, 2017 the City Council held a public hearing to introduce and hold the first reading of the proposed ordinance.

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 as amended 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 second reading of the ordinance, adopt 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, unless built above an existing garage or result from the conversion of an existing structure which is taller than 15-feet in height.

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 13th day of June 2017, and was adopted at a regular meeting of the St. Helena City Council on the 27th day of June, 2017, by the following vote:

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

APPROVED:

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 13th day of June, 2017. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 27th day of June, 2017 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Koberstein: _____

Councilmember Dohring: _____

Councilmember Ellsworth: _____

Chapter 17.116
ACCESSORY BUILDINGS, STRUCTURES, DWELLINGS AND USES

Sections:

[17.116.010 Accessory buildings and structures.](#)

[17.116.030 Accessory dwellings.](#)

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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



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing a yes vote to reauthorize Napa County Service Area No. 4 to impose an assessment not to exceed \$15.00 per planted vineyard acre per year for an additional five-year period commencing Fiscal Year 2017/2018 through Fiscal Year 2021/2022 for the propose of providing funding for farmworker housing in Napa County

CEQA Determination: Not a CEQA project

Prepared By: 
April Mitts, Finance Director

Reviewed By:

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

The Napa County Board of Supervisors approved the formation of County Service Area No. 4 (CSA No. 4) as a mechanism to assist in providing services related to Farmworker Housing in 2002. The services which may be provided by CSA No. 4 are any or all of the following:

1. Acquiring farmworker housing
2. Building farmworker housing
3. Leasing farmworker housing
4. Providing maintenance or operations for farmworker housing owned or leased by a public agency whose principal purpose is to develop or facilitate the development of farmworker housing in the County of Napa.

Government Code section 25213.2 authorizes establishing a funding source for providing these services and facilities by assessing properties within Napa County containing one or more planted vineyard acres. The annual assessment amount is reviewed and set each year by the Napa County Board of Supervisors. For purposes of the next fiscal year, FY 2017/2018, the applicable statute presently limits the assessments to ten dollars per planted vineyard acre per year.

DISCUSSION

New legislation is pending that may increase the maximum assessment amount to \$15.00 per planted vineyard acre. Such an increase in the maximum assessment level, however, will not become effective and available to the Board of Supervisors for implementation until Fiscal Year 2018/2019.

Eligible property owners approved an initial assessment in 2002. Applicable law provides that in order for the assessment to continue, the owners of planted vineyard properties to whom the assessment applies must be given the opportunity to vote to re-authorize and extend the assessment every five years for another five-year period. Those affected by the assessments voted to reauthorize the assessment in 2007 and in 2012 and are now being asked to consider another five-year reauthorization and extension through Fiscal Year 2021/2022. Assessment for Fiscal Year 2017/2018 will remain at the current level of \$10.00 per planted vineyard acre per year, if the pending legislative change is enacted by the State, then assessments in the four fiscal years thereafter may be as high as \$15.00 per planted vineyard acre per year.

The total amount of the proposed assessment for the entire district for Fiscal Year 2017/2018 is \$457,330. The proposed assessment for the parcel owned by the City of St. Helena (APN: 009-150-006-000) is \$64.50 per year.

FISCAL IMPACT

The fiscal impact to support the re-authorization of the imposition of assessments by the District for an additional five-year period through Fiscal Year 2021/2022 will be \$64.50 per year from the General Fund.

RECOMMENDED ACTION

Staff recommends the City Council approve the resolution authorizing a yes vote to reauthorize Napa County Service Area No. 4 to impose an assessment not to exceed \$15.00 per planted vineyard acre per year for an additional five-year period commencing Fiscal Year 2017/2018 through Fiscal Year 2021/2022 for the purpose of providing funding for farmworker housing in Napa County.

ATTACHMENTS

[Attachment 1 - Resolution Authorizing a Yes Vote](#)

[Attachment 2 - Notice and Ballot](#)

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**AUTHORIZING A YES VOTE TO REAUTHORIZE NAPA COUNTY SERVICE AREA
NO. 4 TO IMPOSE AN ASSESSMENT NOT TO EXCEED \$15.00 PER PLANTED
VINEYARD ACRE PER YEAR FOR AN ADDITIONAL FIVE-YEAR PERIOD
COMMENCING FISCAL YEAR 2017/2018 THROUGH FISCAL YEAR 2021-2022 FOR
THE PURPOSE OF PROVIDING FUNDING FOR FARMWORKER HOUSING IN NAPA
COUNTY**

RECITALS

- A. **WHEREAS**, in 2002 the Napa County Board of Supervisors approved the formation of County Service Area No. 4 (CSA No. 4) as a mechanism to assist in providing services related to Farmworker Housing; and
- B. **WHEREAS**, the services which may be provided by CSA No. 4 are any or all of the following:
1. Acquiring farmworker housing
 2. Building farmworker housing
 3. Leasing farmworker housing
 4. Providing maintenance or operations for farmworker housing owned or leased by a public agency whose principal purpose is to develop or facilitate the development of farmworker housing in the County of Napa; and
- C. **WHEREAS**, Government Code section 25213.2 authorizes establishing a funding source for providing these services and facilities by assessing properties within Napa County containing one or more planted vineyard acres; and
- D. **WHEREAS**, the annual assessment amount is reviewed and set each year by the Napa County Board of Supervisors; and
- E. **WHEREAS**, for purposes of the next fiscal year, FY 2017/2018, the applicable statute presently limits the assessments to ten dollars per planted vineyard acre per year; and
- F. **WHEREAS**, applicable law provides that in order for the assessment to continue, the owners of planted vineyard properties to whom the assessment applies must be given the opportunity to vote to re-authorize and extend the assessment every five years for another five-year period; and
- G. **WHEREAS**, those affected by the assessments voted to reauthorize the assessment in 2007 and in 2012 and are now being asked to consider another five-year reauthorization and extension through Fiscal Year 2021/2022; and

- H. **WHEREAS**, assessment for Fiscal Year 2017/2018 will remain at the current level of \$10.00 per planted vineyard acre per year, if the pending legislative change is enacted by the State, then assessments in the four fiscal years thereafter may be as high as \$15.00 per planted vineyard acre per year; and
- I. **WHEREAS**, the total amount of the proposed assessment for the entire district for Fiscal Year 2017/2018 is \$457,330; and
- J. **WHEREAS**, the proposed assessment for the parcel owned by the City of St. Helena (APN 009-150-006-000) is \$64.50 per year.

RESOLUTION

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

- 1. The Napa County Service Area No. 4 be reauthorized to impose an assessment not to exceed \$15.00 per planted vineyard acre per year for an additional five-year period commencing Fiscal Year 2017/2018 through Fiscal Year 2021/2022 for the purpose of providing funding for farmworker housing in Napa County; and
- 2. The Mayor is authorized to submit a yes vote on the Official Assessment Ballot for Napa County Service Area No. 4.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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

Attachment 2

**NOTICE OF PROPOSED ASSESSMENT
COUNTY OF NAPA, CSA No. 4
FARMWORKER HOUSING**

The Napa County Board of Supervisors approved the formation of County Service Area No. 4 (CSA No. 4) as a mechanism to assist in providing services related to Farmworker Housing in 2002. The services which may be provided by CSA #4 are any or all of the following:

- (1) Acquiring farmworker housing
- (2) Building farmworker housing
- (3) Leasing farmworker housing
- (4) Providing maintenance or operations for farmworker housing owned or leased by a public agency whose principal purpose is to develop or facilitate the development of farmworker housing in the County of Napa.

Government Code section 25213.2 authorizes establishing a funding source for providing these services and facilities by assessing properties within Napa County containing one or more planted vineyard acres. The annual assessment amount is reviewed and set each year by the Napa County Board of Supervisors. For purposes of the next fiscal year, FY 2017/2018, the applicable statute presently limits the assessments to ten dollars per planted vineyard acre per year. New legislation is pending that may increase the maximum assessment amount to 15 dollars per planted vineyard acre. Such an increase in the maximum assessment level, however, will not become effective and available to the Board of Supervisors for implementation until Fiscal Year 2018/2019.

Eligible property owners approved an initial assessment in 2002. Applicable law provides that in order for the assessment to continue, the owners of planted vineyard properties to whom the assessment applies must be given an opportunity to vote to re-authorize and extend the assessment every five years for another five-year period. Those affected by the assessments voted to reauthorize the assessment in 2007 and in 2012 and are now being asked to consider another five-year reauthorization and extension through Fiscal Year 2021/2022. Please take notice that if the assessment is reauthorized and extended for another five-year period, although assessments for FY 2017/2018 will remain at the current level of \$10 per planted vineyard acre per year, if the pending legislative change is enacted by the State, then assessments in the four fiscal years thereafter may be as high as \$15 per planted vineyard acre per year.

The total amount of the proposed assessment for the entire district for Fiscal Year 2017/2018 is \$457,330. Annual assessments are based upon an allocation of program costs over all properties subject to assessment in CSA No. 4 (i.e. all parcels of one or more planted vineyard acres within Napa County - a total of approximately 45,733 qualifying acres), and an assessment rate applied per planted vineyard acre. The enclosed mail ballot indicates the amount of proposed assessment for each parcel that you own.

Vineyard property owners who present proof to the County that they are providing housing for their own workers shall be exempt from the assessment or a portion thereof.

Under the requirements of Article XIII D of the California Constitution (California State Proposition 218), the County is required to mail this notice and enclosed ballot. Pursuant to Article XIII D, the record owner of each parcel must be:

- Notified of the proposed assessment;
- Notified of the date, time and place of a public hearing set by the Napa County Board of Supervisors to consider the proposed assessment; and,
- Provided the opportunity to complete a ballot whereby each owner may indicate his or her support or opposition to the proposed assessment.

Attachment 2

To consider reauthorization of the proposed assessment, the Napa County Board of Supervisors is scheduled to hold a public hearing on July 11, 2017, beginning at 9:30 a.m. in the Board of Supervisors' Meeting Room (Ste. 305) of the Napa County Administration Building, 1195 Third Street, Napa, California.

Additional ballots will be made available in the Board of Supervisors' meeting room, prior to the closure of the public hearing. If you misplace the enclosed ballot, please call (707) 251-1090 to receive a replacement ballot.

The Napa County Clerk of the Board will tabulate the ballots in accordance with Article XIII D of the California Constitution. Your mail ballot is enclosed and includes a pre-addressed return envelope. Instructions for completing and returning the ballot follow.

COMPLETION, RETURN AND TABULATION OF MAIL BALLOTS

The enclosed mail ballot may be completed by the persons or firms owning property consisting of one or more planted vineyard acres within the County Service Area. An explanation of who may complete the ballot(s) on behalf of the recorded property owner is provided at the bottom of this page.

To complete the mail ballots, property owners should complete the following steps:

- Verify that the parcel numbers, recorded owner and addresses listed on the mail ballot are correct. If they are not correct, telephone Cathy Kisler-Caravantes of the Napa County Counsel's Office at (707) 251-1090.
- Review the two ballot options to approve or disapprove of the proposed CSA#4/Farmworker Housing assessment. Ballots will be weighted according to the proportional financial obligation of the affected property. Mark your option to approve or disapprove of the proposed assessment with an "X", check, or other verifiable mark.
- Sign the ballot.

The completed mail ballot must be returned to the Napa County Clerk of the Board in the pre-addressed envelope prior to the conclusion of the public hearing by the Napa County Board of Supervisors that is scheduled for 9:30 a.m. on July 11, 2017. The Board of Supervisors will consider implementing the proposed assessments at this meeting. The Clerk of the Board will tabulate the ballots.

The Board of Supervisors shall not impose an assessment if, upon the conclusion of the hearing, the ballots submitted in opposition to the assessment, and not withdrawn, exceed 1/2 of all ballots submitted. Ballots will be weighted according to the proportional financial obligation of the owners of assessed properties. If you have any questions regarding the protest proceedings, contact Cathy Kisler-Caravantes of the Napa County Counsel's Office at (707) 251-1090.

WHO MAY COMPLETE MAIL BALLOTS

Mail Ballots may be signed by the following parties:

1. If an individual owns the property, the individual may sign.
2. If a corporation owns the property, the ballot may be signed for the corporation by any officer or officers authorized to make contracts by the corporate by-laws or by resolution of the corporation's Board of Directors.
3. If the property is owned by a partnership, any general partner may sign.
4. If two or more persons own the property as tenants-in-common, any one tenant-in-common may sign for all.
5. If two or more persons own the property in joint tenancy, any one joint tenant may sign for all.
6. If a property is held by a husband and wife, but not as tenants-in-common or as joint tenants, both must sign the ballot. The only exception is where the County Assessor's records show that they own the property as husband and wife (for example, "John Jones and Mary Jones"), in which case either may sign for both.

Attachment 2

COUNTY OF NAPA, CSA NO. 4
FARMWORKER HOUSING ASSESSMENT DISTRICT

OFFICIAL ASSESSMENT BALLOT

This ballot is for the use of the property owner of the parcel(s) identified below, which parcel(s) is/are located within the Napa County Service Area No. 4 Assessment District. Please advise Cathy Kisler-Caravantes of the Napa County Counsel's Office at (707) 251-1090 if the name set forth below is incorrect or if you are no longer the owner of the parcel or parcels.

This ballot may be used to express either support for, or opposition to, the reauthorization of the imposition of assessments by the District for an additional five-year period through Fiscal Year 2021/2022. The assessments are utilized to provide funding for farmworker housing in Napa County. The annual assessment may not exceed \$15.00 per planted vineyard acre, and the Fiscal Year 2017/2018 assessment is proposed at \$10.00 per assessable, planted acre. In order for the vote to be counted, this ballot must be signed below by an owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the Clerk of the Board, either by mail or in person, as follows:

- ☐ **By Mail:** If by mail, place in the return envelope provided, provide stamps for first class postage, seal the envelope and place in the mail not later than one calendar week prior to July 11, 2017. Mailing later than this deadline creates the risk that the ballot may not be received in time to be counted.
- ☐ **Personal Delivery:** If in person, place in the return envelope, seal and deliver to the Clerk of the Board at any time up to the close of the public hearing on July 11, 2017 at the Clerk's office, 1195 Third Street, Ste. 310, Napa, California, or at the protest hearing itself on that date at the Board of Supervisors Chambers at the same street address.

However delivered, the ballot must be received by the Clerk of the Board prior to the close of the public hearing, whether on July 11, 2017 or any date to which the public hearing is continued, to be counted.

**TO CAST THIS BALLOT, RETURN THIS ENTIRE PAGE
OFFICIAL ASSESSMENT BALLOT**

RECORD OWNER: ST HELENA CITY OF

APN:	Parcel Assessment
009-150-006-000	\$64.50
	<u>Total \$64.50</u>

ASSESSMENT BALLOT MEASURE

Shall Napa County Service Area No. 4 be reauthorized to impose an assessment not to exceed \$15.00 per planted vineyard acre per year for an additional five year period commencing Fiscal Year 2017/2018 through Fiscal Year 2021/2022 for the purpose of providing funding for farmworker housing in Napa County? YES _____ NO _____ I hereby declare, under penalty of perjury of the laws of the State of California, that I am authorized to submit a ballot on behalf of the parcel(s) identified above. Signature _____ Date _____ Print Name _____	
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Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served.

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

Prepared By:

Reviewed By: 
April Mitts, Finance Director

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

Section 50053 of the Government Code of the State of California allows for unclaimed checks which have been held over three (3) years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served. Section 50050 of the California Government Code outlines the notification process for escheating unclaimed checks, and Section 50052 describes the claiming process. Attached is a listing of all outstanding checks that meet this criteria. Section 50055 authorizes the transfer without publication of checks under \$15.00 which are more than one year old.

On December 13, 2016, City Council approved Resolution 2016-170 approving Administrative Policy P-FI-0006 establishing an escheat policy for unclaimed money allowing the City to address unclaimed checks (Attachment 1).

DISCUSSION

The City staff initiated action to print the required notifications in the local newspaper. The ad ran in the Napa Valley Register on Thursday, April 27th for one week in error. After contacting the Napa Valley Register Publishing to correct the error, the ad ran in the St. Helena Star for two consecutive weeks, May 4, 2017 and May 11, 2017.

On April 27th, City staff posted a copy of the ad on the City's website under the Finance Department's webpage (<http://cityofstheleena.org/finance/page/escheat-policy-unclaimed-money>); the list will be removed on June 26th at 5:00pm which is the deadline to file a claim.

The City received 2 claims on the outstanding checks for a total of \$427.15.

FISCAL IMPACT

A credit to the following funds will occur: General Fund (101) - \$14,849.64, CSLA State Library Grant Fund (219) - \$32.00, Measure A Fund (235) - \$5,000.00, Police Department Training Fund (238) - \$2,111.00, City Garage Fund (582) - \$53.25, Recreation Fund (289) - \$60.00, Water Fund (561) - \$1,267.26 and Sewer Fund (571) - \$174.06.

RECOMMENDED ACTION

Adopt a Resolution Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050, 50053 and 50055 to the City of St. Helena.

ATTACHMENTS

[Attachment 1 Resolution 2016-170](#)

[Attachment 2 Escheat Submission List for Staff Report](#)

[Attachment 3 Resolution 2017- Release of unclaimed checks](#)

Amendment 1

CITY OF ST. HELENA

RESOLUTION NO. 2016-170

**RESOLUTION APPROVING ADMINISTRATIVE POLICY
P-FI-0006 ESTABLISHING AN ESCHEAT POLICY FOR
UNCLAIMED MONEY AND REPEALING AND
RESCINDING ANY PREVIOUS POLICIES OR
ADMINISTRATIVE MEMORANDA WHICH ARE
INCONSISTENT WITH ADMINISTRATIVE POLICY
P-FI-0006 ESCHEAT POLICY FOR UNCLAIMED MONEY
POLICY**

RECITALS

- A. The City of St. Helena recognizes that from time to time checks issued by the City will remain un-cashed despite efforts made by City staff to make contact with the payees and re-issue checks; and
- B. Sections 50050-50056 of the Government Code of the State of California provide procedures for escheating un-cashed checks to the local agency if over one year old and less than \$15.00 or over three years old and more than \$15.00 following publication in the local newspaper; and
- C. The City Council desires to adopt a Policy for the handling of un-cashed checks in accordance with Sections 50050-50056 of the Government Code of the State of California; and
- D. To avoid any inconsistencies with policy application, it is necessary to repeal and rescind any previous policies and procedures which conflict with Finance Policy P-FI-0006 Escheat Policy for Unclaimed Money.

RESOLUTION

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

- 1. Fiscal Policies – Escheat Policy for Unclaimed Money incorporated herein as Exhibit A is hereby approved by the City Council.
- 2. The City hereby repeals and rescinds any previous policies or administrative memoranda which are inconsistent with Finance Policy P-FI-0006 Escheat Policy for Unclaimed Money.

Approved at a Regular Meeting of the St. Helena City Council on December 13, 2016,
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	
Payee	Amount	Fund	Check #	Date	Payee Number	Comment	Fund
Hill Brothers Locksmith Inc.	\$14.00	General Fund	76700	10/20/2010	AR-Hill	AR Refund	101-2009-0000 Accounts Payable
Davenport'S Winery Maintenance	\$14.00	General Fund	77990	3/9/2011	AR-Dave	LP Refund	101-2009-0000 Accounts Payable
Cendejas Landscaping	\$1.30	General Fund	81219	2/16/2012	AR-Cend	AR Refund	101-2009-0000 Accounts Payable
Street-Eatz	\$7.00	General Fund	82150	5/30/2012	AR-Stre	LP Refund	101-2009-0000 Accounts Payable
Steve Tradewell	\$120.00	General Fund	76746	10/20/2010	AR-Trad	AR Refund	101-2009-0000 Accounts Payable
Top Productions LLC	\$28.00	General Fund	79057	6/30/2011	AR-Top	AR Refund	101-2009-0000 Accounts Payable
Jeffrey Hinkle, Trustee	\$407.00	General Fund	82449	7/11/2012	AR-Hink	AR Refund	101-2009-0000 Accounts Payable
Steve Lohr	\$80.00	General Fund	82455	7/11/2012	AR-Lohr	AR Refund	101-2009-0000 Accounts Payable
St Helena Health & Fitness Center	\$60.00	General Fund	71589	6/10/2009	sth53	Health Club Dues June 2009 Hooten	101-2070-0000 Health Club Dues
ELLEN GALLAGHER	\$100.00	General Fund	81015	1/25/2012	/Gallagh	Political Sign Deposit Refund	101-2350-0000 Customer Deposits

YES ON MEASURE C	\$100.00	General Fund	84508	3/7/2013	/YesOnMe	Sign Permit Refund	101-2350-0000 Customer Deposits
BOBBY GASTELUM	\$50.00	General Fund	85682	7/23/2013	/Gast	Crane Park Area 2 Deposit Refund	101-2350-0000 Facility Deposits
Ana Saldana	\$50.00	General Fund	75366	6/16/2010	/Saldana	Area 3 Crane Park 6/13/10 Deposit Refund	101-2351-0000 Facility Deposits
Juan Moreno	\$50.00	General Fund	76379	9/22/2010	/More	Area 2 Crane Park 9/11/10 Deposit Refund	101-2351-0000 Facility Deposits
ANNE COTTRELL	\$50.00	General Fund	81786	4/18/2012	/Cottrel	Crane Park Area 4 Deposit Refund	101-2351-0000 Facility Deposits
ROSA ORTIZ	\$50.00	General Fund	82468	7/11/2012	/OrtizRo	Crane Park Area 2 Deposit Refund	101-2351-0000 Facility Deposits
MICHAEL HANNA	\$40.00	General Fund	85228	6/5/2013	/Hanna	Refund Overcharge	101-3350-000 Police Services
Classic Party Rentals	\$76.00	General Fund	74034	2/4/2010	CLASSIC	Linens - City Holiday Reception 12/11/2009	101-4000-2215 Non Dept Special Dept Supplies
AT&T Long Distance	\$35.97	Unknown	60385	9/11/2008	ATT15	Rec Phone & WWTP Phone	101-4000-2215
St Helena Unified School District	\$11.70	Unknown	50932	5/26/2006	SHUSD	MOM	101-4000-2215
La Prima Pizza	\$367.39	Unknown	24833	2/18/1999	LAPRIMA	Mom	101-4000-2215
North Bay Division League of California Cities	\$32.00	Unknown	25986	6/17/1999	LEAGUE	MOM	101-4000-2215
Pitney Bowes	\$380.00	Unknown	40241	5/22/2003	PITNEY2	MOM	101-4000-2215

Corbin Willits Systems	\$6,442.58	General Fund	9999	12/31/2008	/COR02	Old outstanding cks from MOM	101-4300-2140 Finance Professional Fees (MOM software)
Ca Dept Of Fish And Game	\$2,919.20	General Fund	82105	5/25/2012	DEP26	Hunter EIR Review - Fish and Game	101-4500-2130 Planning/Bldg Professional Contracts
Napa Valley Publishing Co Inc.	\$866.11	General Fund	60428	9/11/2008	NAPA5	Planning Public Hearing Notices	101-4500-2153 Planning/Bldg Professional Contracts
Fastrak	\$29.00	General Fund	85010	5/20/2013	FASTRAK	T1302637605 Chev CA 1163814	101-4800-2215 Fire Dept Special Dept Supplies
Allstar Fire Equipment	\$135.00	General Fund	85729	7/31/2013	ALLSTAR	Wildland Hose *Fire Department	101-4800-2215 Fire Dept Special Dept Supplies
St. Helena Volunteer Fire Department	\$51.00	General Fund	86243	9/25/2013	STH29	Reimburse SHVFD gas return from Modesto	101-4800-2215 Fire Dept Fuel/Oil
Entersect	\$79.00	General Fund	76977	11/17/2010	ENTERSEC	Poilice Entersect Online * October 2010	101-4900-2145 Police Dept Other Contract Services
C.P.O.A.	\$114.00	General Fund	43078	3/3/2004	/CPO02	mom	101-4900-2153 PD Memberships & Publications

Renaissance Palm Springs Hotel	\$588.92	General Fund	84338	2/21/2013	Renaissan	Training Accommodations C. Hartley, W. Im	101-4900-2155 Police Dept Training & Conf
Renaissance Palm Springs Hotel	\$195.93	General Fund	84340	2/21/2013	Renaissan	Training Accommodations 2/24 - 2/28/13	101-4900-2155 Police Dept Training & Conf
Renaissance Palm Springs Hotel	\$588.92	General Fund	84339	2/21/2013	Renaissan	Traning Accommodations J Rubin	101-4900-2155 Police Dept Traning & Conf
California CLETS User Group	\$35.00	General Fund	84652	3/26/2013	CCUG	Training Tuition - Police Department	101-4900-2655 Police Dept Training & Conf
Hitmen Termite & Pest Control	\$85.00	General Fund	57229	12/6/2007	HITMEN	Rodent Control Police Department	101-5006-2145 PW Public Bldgs Other Contract Services
Allan Antognazzi	\$18.56	General Fund	76013	8/19/2010	/ANTOGNA	Lunch for two *Return Bookdrop to Woodland	101-5006-2155 PW Training & Conf
Hawkins Traffic Safety Supply	\$351.06	General Fund	86453	10/28/2013	Hawkins	Stell Proof Clamps Bkt*Streets	101-5015-2312 PW Street Main Supplies
UC Regents- University of Calif	\$65.00	General Fund	82037	5/16/2012	UCR03	Carbon Offsets/urban Forest Reg J. Haller	101-5027-2155 PW Training & Conf
Martha Stewart Living	\$38.00	General Fund	27150	10/8/1999	/LIV03	MOM	101-4600-2216 Library Materials
Garden Gate	\$24.00	General Fund	51560	7/28/2006	/GAR03	MOM	101-4600-2216 Library Materials

Consumer Guide	\$99.00	General Fund	61322	12/4/2008	/CON29	MOM	101-4600-2216 Library Materials
	\$14,849.64	General Fund Total					
Library Ideas LLC	\$32.00	CLSA State Library Grant	83134	9/28/2012	libraryl	Freeding Bill	219-4600-2216 Library Materials
	\$32.00	CLSA State Library Grant					
PG&E	\$5,000.00	Unknown	51463	7/21/2006	PGE-NON	Deposit for Flood Project Gas & Electrical Engr	235-4300-2215
	\$5,000.00	Measure A					
Alameda County Sheriff's Office	\$417.00	Training Development Fund	70992	4/22/2009	ala03	Tuition - Pursuit Driving Update 5/7-5/9/0	238-4900-2155 Police Dept Training & Conf
Alameda County Sheriff's Office	\$726.00	Training Development Fund	56469	10/4/2007	ALA03	MOM	238-4900-2155 Police Dept Training & Conf
Alameda County Sheriff's Office	\$968.00	Training Development Fund	57071	11/21/2007	ALA03	MOM	238-4900-2155 Police Dept Training & Conf
	\$2,111.00	Training Development Fund					
Comcast	\$127.80	Teen Center Recreation Department	87198	1/31/2014	Comcast	Cable for Teen Center 1/6 - 2/5/2014	280-4728-2110 Park & Rec Communications
	\$127.80	Teen Center Recreation Department					
Epps Chevrolet/Pontiac	\$53.25	City Garage/City Vehicles	28654	3/13/2000	EPPS	MOM	282-5037-2228 City Garage Vehicle Parts
	\$53.25	City Garage/City Vehicles					

Catherine Wignall	\$60.00	Recreation Program	61749	1/21/2009	/WIGNALL	Refund Rec "Youth Basketball" 1/17-3/2	289-3430-0000 Recreation Registration
	\$60.00	Recreation Program					
Vance Schram	\$8.32	Water Enterprise Fund	71465	5/28/2009	/schram	Refund Final Billing - Customer 0070508-000	561-2009-0000 Water Accounts Payable
Thomas W. Von Karl	\$700.00	Water Enterprise Fund	74408	3/3/2010	UB*00030	Refund Check	561-2009-0000 Water
Isabell Sciutto	\$11.90	Water Enterprise Fund	81895	5/3/2012	UB*00088	Refund Check	561-2009-0000 Water Accounts Payable
Suzanne Gay	\$29.29	Water Enterprise Fund	78445	4/27/2011	UB*00060	Refund Check	561-2009-0000 Water Accounts Payable
Lindsay Bregante	\$125.07	Water Enterprise Fund	86168	9/19/2013	UB*00134	UB Refund	561-2009-0000 Water Accounts Payable
Meyer Custom Farming	\$50.74	Water Enterprise Fund	70188	1/29/2009	MEYER	Refund Raw Water Permit Overpymt 12/22/08	561-3810-0000 Water Permits/Inspectio ns
Susan Smith	\$81.56	Water Enterprise Fund	74193	2/17/2010	/SSmith	Water Meter Refund for Returned Water Meter	561-3825-0000 Water Sales of Remote Meters
Complete Welder's Supply	\$2.38	Water Enterprise Fund	76972	11/17/2010	Complete	Finance Charge Inv# 1009333	561-5031-2425 Water Taxes & Other Charges

Department of Public Health	\$258.00	Water Enterprise Fund	83678	12/6/2012	DEP17	Amendment to Domestic Water Supply Permit	561-5034-2445 PW Taxes & Other Charges
	\$1,267.26	Water Enterprise Fund Total					
Napa County Dept Public Works	\$149.00	Unknown	61627	12/31/2008	nap25	WWTP LAFCO Application DPW Review	571-5000-2215
Whispering Pines of Calistoga	\$5.39	Sewer Enterprise Fund	28153	1/6/2000	WHISPER	MOM	571-5029-2215 WWTP Special Dept Supplies
Olin Corp-Chlor Alkali	\$7.53	Sewer Enterprise Fund	58351	3/13/2008	Olin	MOM	571-5029-2235 WWTP Process Chemicals
Allan Antognazzi	\$12.14	Capital Project Planning	74016	2/4/2010	/ANTOGNA	IN-N-OUT Lunch PU Temp Library Drop Box	733-4600-2155 Library Training & Conf
	\$174.06	Sewer Enterprise Fund					

Attachment 4

CITY OF ST. HELENA

RESOLUTION NO. 2017-XX

**RESOLUTION AUTHORIZING THE RELEASE OF
UNCLAIMED MONIES PURSUANT TO SECTION 50055
OF THE GOVERNMENT CODE OF THE STATE OF
CALIFORNIA**

RECITALS

- A. Sections 50050-50056 of the Government Code of the State of California outlines the process for the notification process of the unclaimed checks; and
- B. Section 50055 of the California Government Code allows for unclaimed checks of less than \$15.00 or any amount if the depositor's name is unknown, to become the property of the local agency after a period of one (1) year without the necessary publication of a notice in a newspaper; and
- C. Section 50050 of the California Government Code allows for unclaimed checks more than three (3) years old to become the property of the local agency following publication in the local newspaper; and
- D. Each of the checks listed on the attached summary meets this criteria.

RESOLUTION

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

1. A credit to the following funds of the City of St. Helena, in accordance with the provisions of Sections 50050-50056 of the California Government Code, on the attached list in the total amount:

General Fund (101) - \$14,849.64
CSLA State Library Grant Fund (219) - \$32.00
Measure A Fund (235) - \$5,000.00
Police Department Training Fund (238) - \$2,111.00
City Garage Fund (582) - \$53.25
Recreation Fund (289) - \$60.00
Water Fund (561) - \$1,267.26
Sewer Fund (571) - \$174.06

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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 27, 2017

Agenda Section: Consent

Subject: Resolution Accepting Bids and Awarding Contracts to the Lowest Responsible Bidders for Furnishing Chemicals for Water and Wastewater Treatment for Fiscal Year 2017/2018

CEQA Determination: Not a CEQA project

Prepared By:

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

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

Bulk quantities of chemicals are used in a number of different processes to treat water at the Louis Stralla Water Treatment Plant and for disinfection at the Wastewater Treatment and Reclamation Plant. It has been the City's practice to purchase these chemicals throughout the fiscal year and to establish guaranteed prices for chemical deliveries for the entire year. At the water plant these chemicals include a coagulant used to remove solids; Sodium Hypochlorite to improve filtration, help oxidize Manganese, and disinfect treated water; Sodium Hydroxide to raise pH in the treated water; and non-ionic polymer as a coagulant and filter aid. At the wastewater plant Sodium Hypochlorite is used to disinfect treated wastewater. The purpose of this action is to provide single contracts for each plant for chemical deliveries for FY 2017/2018 for each vendor that provides the lowest unit cost.

DISCUSSION

The City of St. Helena is a member of the North Bay Agency Chemical Pool (NBACP) along with sixteen other public agencies. The NBACP endeavors to obtain the best available pricing through joint purchasing. In accordance with City of St. Helena Municipal Code Section 3.04.150, purchases conducted utilizing a cooperative purchasing program with the state, county or other public agencies are exempt from competitive purchasing conducted by the City. Cooperative purchases must be competitively awarded, and documentation as to the advantage of the cooperative purchase retained. By combining the quantities of chemicals needed by the 16 agency purchasing consortium, the City benefits from the economies of scale and receives lower bid prices compared to if the City bid its chemical needs alone. Invitations to bid, issued by NBACP, were sent to 26 chemical companies on April 11, 2017. 24 sealed bids were received and opened on May 4, 2017 at the City of Fairfield's Waterman Water Treatment Plant.

A Bid Summary, which lists the bidders and bids for each primary chemical, as well as the NBACP's Recommendation for Chemical Purchase, is attached (**Attachment 1**). At the bottom of the bid summary is a historical pricing chart for each chemical over the last five years. Review of the summary illustrates that over time, some costs have increased and others have decreased. These variances are affected by transportation, raw material and energy costs.

After review of the bids, including the NBACP recommendations, it is recommended that the Council award bids to the following lowest responsible bidders for the chemicals listed and the prices indicated:

Apparent Low Bidder	Item	Unit Cost
Univar USA	Sodium Hypochlorite (12.5%) (short load)	\$0.589/gallon
Univar USA	Sodium Hypochlorite (12.5%) (full load)	\$0.529/gallon
Univar USA	Sodium Hydroxide (50%) (full load)	\$538.22/dry ton
Chemtrade Chemicals US	Aluminum Sulfate (full load)	\$232.00/pound
Nalco Company	Nonionic Polymer Nalco 8170 PULV	\$1.80/pound

The table below, summarizes the anticipated FY 2017/2018 quantities and costs for bid chemicals, by vendor. The total amount for water treatment is \$30,250.00 and for waste water it is \$21,600.00. Historical chemical prices are shown in the chemical bid summary in Attachment 1.

Chemical costs and estimated quantities

Vendor Name	Chemical Name	Estimated Quantity	FY 17/18 Pricing	FY 17/18 Expense	Taxed
Univar USA	Sodium	15,900	\$0.589/gallon	\$9,350.00	no

Univar USA	Hypochlorite LSWP	gallons			
	Sodium Hypochlorite LSWP	37,810 gallons	\$0.529/gallon	\$21,600.00	yes
Univar USA	Sodium Hydroxide 50%	12.6 tons	\$538.22/dry ton	\$7,000.00	no
Chemtrade Chemicals US, LLC	Aluminum Sulfate	55.5 tons	\$232.00/dry ton	\$12,900.00	no
Nalco Company	Nonionic Polymer	500 lbs.	\$1.80/lb.	\$1,000.00	no
<i>Total Water Treatment Estimated Costs</i>				<i>\$30,250.00</i>	<i>no</i>
<i>Total Waste Water Treatment Costs</i>				<i>\$21,600.00</i>	<i>yes</i>

FISCAL IMPACT

The FY 2017/2018 Louis Stralla Water Treatment Plant process chemical budget (561-5034-2235) is \$46,124 and for the Wastewater Treatment and Reclamation Plant, \$21,600 was budgeted in FY 2017/2018. The chemical costs are within the operating budgets.

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution accepting and awarding bids to the lowest responsible bidders for furnishing chemicals for the City of St. Helena Water and Wastewater Treatment Plants for Fiscal Year 2017/2018 and authorizing the City Manager to execute the necessary agreements or purchase orders on behalf of the City.

ATTACHMENTS

[Attch1 Bid Sum Table Y1718](#)

[Attch2 Reso NBACP](#)

NBACP BID SUMMARY OF PRIMARY CHEMICALS					
Fiscal Year 2017-18		Alum (Dry Ton)	50% NaOH (Dry ton)	12.5% NaOCl (gallon)	
Chemical Vendor		Full	Full	Full	Short
Univar USA			\$538.22	\$ 0.529	\$ 0.589
Brenntag Pacific			\$600.00		
Chemtrade Chemicals US, LLC		\$232.00			
HASA, Inc				\$ 0.805	\$ 1.240
Olin Chlor Alkali Products			\$599.80	\$ 0.578	\$ 0.678
Thatcher Chemicals		\$275.00			
		<i>Previous Fiscal Year Prices</i>			
		<i>FY 17-18</i>			
		<i>FY 16-17</i>	\$229.00	\$395.00	\$0.471
		<i>FY 15-16</i>	\$204.00	\$399.13	\$0.501
		<i>FY 14-15</i>	\$184.00	\$445.00	\$0.512
		<i>FY 13-14</i>	\$277.60	\$452.00	\$0.620
		<i>FY 12-13</i>	\$398.00	\$475.00	\$0.576

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**RESOLUTION ACCEPTING AND AWARDING BIDS TO
THE LOWEST RESPONSIBLE BIDDERS FOR
FURNISHING CHEMICALS FOR THE WATER AND
WASTEWATER TREATMENT PLANTS FOR FISCAL
YEAR 2017/2018 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE NECESSARY
AGREEMENTS OR PURCHASE ORDERS ON BEHALF
OF THE CITY**

RECITALS

- A. The City of St Helena uses bulk chemicals in its operation of the Louis Stralla Water Treatment Plant and the Wastewater Treatment and Reclamation Plant; and
- B. The City of St Helena joined the North Bay Agency Chemical Pool (NBACP) in 2006 to obtain lowest possible pricing through joint purchasing; and
- C. The NBACP conducted a competitive bid process for bulk purchase of numerous chemicals for the Fiscal Year 2017/2018; and
- D. The NBACP bid the chemicals on April 11, 2017 and twenty-four (24) sealed bids were received and opened on May 4, 2017 for Primary Chemicals in accordance with applicable law; and
- E. The lowest responsive bids for the chemicals to be purchased through NBACP by the City of St Helena were:
 - 1. Univar USA for Sodium Hypochlorite and Sodium Hydroxide
 - 2. Chemtrade Chemicals US, LLC for Aluminum Sulfate
 - 3. Nalco Company for Non-Ionic Polymer
- F. As a member of NBACP, the City of St Helena is entitled to purchase bulk chemicals from the NBACP's low bidders at the bid price stated; and
- G. the bulk chemical purchases contemplated by this resolution are exempt from other competitive bid requirements of the St. Helena Municipal Code Chapter

3.04.1 pursuant to City of St. Helena Municipal Code Section 3.04.150, "Cooperative purchasing with other agencies"; and

H. The City benefits from participating in the cooperative purchase because it takes advantage of lower bid prices due to the economies of scale in bidding larger quantities of chemicals for all sixteen agencies that cooperate in the purchasing consortium.

RESOLUTION

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

1. The bids for chemicals listed above are hereby accepted.
2. Purchase Orders are awarded to the following vendors for the bulk chemicals listed below, in conformance with the NBACP lowest responsive bids, conditioned on timely execution by each vendor of the Standard Agreement contained in the NBACP Chemical Requirements for 2017/18 bid package ("Standard Agreement") and submission of all required documents:
 - a. Univar USA, for Sodium Hypochlorite (12.5%), \$0.589 /gallon (short load price) and not to exceed \$9,350.00 plus applicable sales tax for the Water Treatment Plant.
 - b. Univar USA, for Sodium Hypochlorite (12.5%). \$0.529/gallon (full load price) and not to exceed \$20,000.00 plus applicable sales tax for the Waste Water and Reclamation Plant.
 - c. Univar USA, for 50% Sodium Hydroxide \$538.22 a dry ton and not to exceed \$7,000.00 plus applicable sales tax.
 - d. Chemtrade for Aluminum Sulfate \$232.00/dry ton and not to exceed \$12,900.00 plus applicable sales tax.
 - e. Nalco Company, for Non-Ionic Polymer 8170 PULV, \$99.00/55 lb. bag and not to exceed \$1,000.00 plus applicable sales tax.
3. The City Manager is authorized to execute purchase orders necessary to complete bulk chemical purchases for Fiscal Year 2017/18.

Approved at a Regular Meeting of the City Council on June 27, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

APPROVED:ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Resolution approving extension of License Agreement #17WBR0007 between the National Oceanic and Atmospheric Administration (NOAA) Office of Atmospheric Research and the City of St. Helena for the continued placement of a precipitation radar and gauge at the Louis Stralla Water Treatment Plant

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

Prepared By:

A handwritten signature in blue ink, appearing to read "Juell", is written over a horizontal line.

Jennifer Tuell, Water Conservation
Coordinator

Reviewed By:

A handwritten signature in blue ink, appearing to read "Erica Ahmann Smithies", is written over a horizontal line.

Erica Ahmann Smithies, PW Director and
City Engineer

Approved By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell", is written over a horizontal line.

Larry F. Pennell, Interim City Manager

BACKGROUND

During the period from February 2012 to April 2013, the National Oceanic and Atmospheric Administration (NOAA) operated a precipitation monitoring site gauge at the Louis Stralla Water Treatment Plant (LSWTP) at a no-cost site license, and compensated the City of St. Helena for electrical usage.

In 2014, NOAA partnered with the California Department of Water Resources to deploy ten precipitation radars throughout the State of California to provide flood forecasting data and determined that LSWTP would work well for this purpose. NOAA contacted

staff to make formal term arrangements for the placement of the additional equipment at the same location as the gauge. The additional equipment would utilize approximately 250 square feet of space and data collection would continue for five to ten years.

On May 14, 2014, the City Council authorized approval Resolution No. 2014-26 which approved a temporary no-cost site license for in order to allow staff to work with NOAA and its General Counsel to work on a longer-term lease agreement.

DISCUSSION

Staff has negotiated a five-year agreement with NOAA that includes compensation to the City for electrical usage. The NOAA equipment does not interfere with any current operations at the Louis Stralla Water Treatment Plant and the equipment has been onsite for approximately five years without any problems. The existing NOAA equipment is shown in Attachment 1.

FISCAL IMPACT

The five-year agreement will require NOAA to cover electrical usage used by the equipment.

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the five-year agreement with NOAA and authorizes the City Manager to execute the agreement.

ATTACHMENTS

[NOAA RESO](#)

[City Agreement with NOAA FINAL](#)

[Attachment 1](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**Resolution approving extension
of License Agreement
#17WBR0007 between the
National Oceanic and
Atmospheric Administration
(NOAA) Office of Atmospheric
Research and the City of St.
Helena for the continued
placement of a precipitation radar
and gauge at the Louis Stralla
Water Treatment Plant**

RECITALS

- A. During the period from February 2012 to April 2013, NOAA operated a precipitation monitoring gauge at the Louis Stralla Water Treatment Plant (LSWTP); and
- B. In 2014, NOAA partnered with the California Department of Water Resources to deploy ten precipitation radars throughout the State of California to provide flood forecasting data and determined that LSWTP would work well for this purpose; and
- C. NOAA contacted staff to make formal term arrangements for the placement of the additional equipment at the same location as the gauge; and
- D. The equipment currently utilizes approximately 250 square feet of space and data collection will continue for five to ten years; and
- E. On May 14, 2014, the City Council authorized approval of Resolution No. 2014-26 which approved a temporary no-cost site license for which would allow staff to work with NOAA and its General Counsel to work on a longer term lease agreement; and
- F. Resolution No. 2015-83 extended the agreement with NOAA; and
- G. The City wishes to continue to work with NOAA and is extending the agreement for another five years.

RESOLUTION

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

1. A five-year License Agreement #17WBR0007 is approved with NOAA to utilize the LSWTP, for precipitation radars and related weather monitoring equipment.
2. The City Manager is authorized to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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

**LICENSE AGREEMENT # 17WBR0007N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
THE CITY OF ST. HELENA**

This License Agreement is entered into by the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (DOC, NOAA, and OAR are collectively referred to as LICENSEE), and The City of St. Helena (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE the right of access to and use of certain real property owned by the LICENSOR, specifically 200 square feet of ground space for the purpose of installing, operating and maintaining an observation platform consisting of an 8-foot meteorological tripod and a 7-foot x 12-foot trailer containing a precipitation radar and equipment shelter ("Equipment"). The property affected is the City of St. Helena, Louis Stralla Water Treatment Plant, 410 Crystal Springs Rd., St. Helena, California 94559 ("the premises"). The equipment will be located on the north side of the plant at latitude 38° 33' 16.41" and longitude 122° 29' 13.08".

By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees of and contractors for Licensee including, but not limited to, LICENSEE contractors and their subcontractors, shall have the right of access to and use of the premises, within regular business hours and subject to LICENSEE providing at least 48 hours advance written notice, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.

2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the precipitation monitoring system (in a mutually agreeable location), and utility and telecommunication lines from the premises. LICENSEE is solely and exclusively responsible for all costs and expenses associated with LICENSEE'S Equipment; and utilities and telecommunications will be paid for by the LICENSEE through separate contracts.

3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE anything more than access to and use of the premises at no cost to LICENSOR.

4. Upon termination of this Agreement, LICENSEE shall remove all Equipment, instruments or hardware it has placed on the premises, and restore the premises to the condition in which they existed before LICENSEE first occupied them, reasonable wear and tear and "acts of God" excepted; provided further that the LICENSOR may require after termination of this Agreement that LICENSEE remove any or all of the improvements LICENSEE has constructed on the premises. Any costs for removal and restoration pursuant

to this paragraph shall be borne solely by LICENSEE.

5. LICENSEE agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of LICENSEE and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. LICENSEE also agrees to consider and adjudicate any claims for damage or injury sustained by LICENSEE personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. LICENSEE (Federal Government) is self-insured.

6. LICENSEE shall be responsible for any damage or theft of LICENSEE owned equipment located on property owned by the LICENSOR unless caused by the gross negligence or willful misconduct of LICENSOR or its employees, agents or contractors.

7. LICENSEE will immediately cease operation of the precipitation radar if RF transmissions emanating from the radar interfere with LICENSOR equipment or communications.

8. LICENSEE acknowledges it has no right, and agrees not, to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR and obtaining LICENSOR's prior written approval, which LICENSOR may accept or reject at its sole determination. LICENSEE's failure to comply with the paragraph shall render any such encumbrance of this Agreement null and void.

9. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.

10. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of five (5) years from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other. (Note: Delegated Authority limited to 5 years per agreement)

11. The Points of Contact (POC) for this Agreement are:

a. Name of LICENSEE POC: Dr. Clark King

Address: NOAA/OAR/PSD
325 Broadway, R/PSD
Boulder CO 80305-3337
Telephone Number: 303-497-6381
E-mail: clark.w.king@noaa.gov

b. Name of NOAA Real Property POC: Debbie Putney
Address: NOAA/OCAO/RPMD
325 Broadway, MC43
Boulder CO 80305-3337
Telephone Number: 303-497-3202
E-mail: debbie.a.putney@noaa.gov

C. Name of LICENSOR POC: Jennifer Tuell
Address: Water Conservation
City of St. Helena
1480 Main St.
St. Helena, CA 95474
Telephone Number: 707-968-2635
E-mail: JTuell@cityofstheleena.org

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION

FOR THE CITY OF ST. HELENA

Clark W. King
Office of Atmospheric Research
Earth System Research Laboratory
Physical Sciences Division

Larry Pennell
Interim City Manager
City of St. Helena

Date

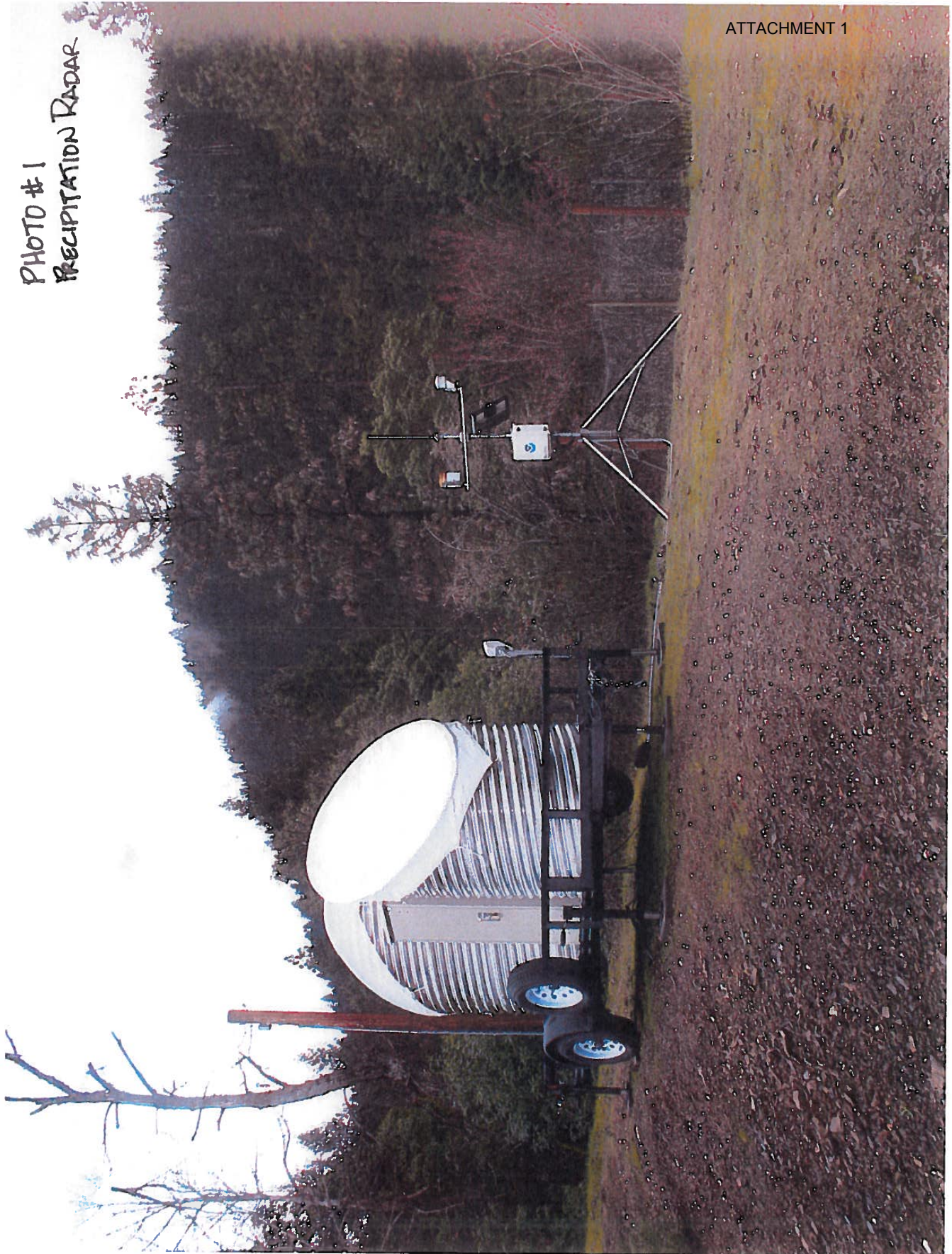
Date

APPROVED AS TO FORM:

Thomas B. Brown
City Attorney

ATTEST:

Cindy Black
City Clerk





Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Adopt a resolution approving the draft American with Disabilities Act Self Evaluation and Transition Plan as Final

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:

Tobias Barr

Tobias Barr, Project Manager

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

On January 12, 2016, St. Helena City Council approved a Professional Services Agreement (PSA) with Interwest Consulting Group to complete the City's ADA Evaluation and Transition Plan. The ADA Evaluation and Transition Plan reviews and evaluates all City programs and facilities for compliance with the requirements of the Americans with Disabilities Act (ADA). Following the approval of the PSA, Interwest worked with City Staff to review City facilities and procedures which fall under the requirement of the American with Disabilities Act (ADA). Interwest produced a report which outlines the areas of City programs and facilities that currently do not meet the requirements of the ADA and the corrections needed to bring the City into compliance. Additionally, the report estimates the costs for retrofitting City facilities and curb ramps and provides a monetary commitment and schedule to repair the city's non-compliant facilities and curb ramps.

The Draft ADA Evaluation and Transition Plan was posted seeking public comment on the City's website from January 26, 2017 until March 17, 2017. In addition, a press release was distributed when the draft report was posted. A public workshop was held at the Fire House on February 15, 2017 from 5:00 to 7:00 PM. Any member of the public was welcome to comment on the proposed plan by filling out the survey located online or at City Hall and the Library. On February 28, 2017, City staff member Tobias Barr of and Theron Roschen from Interwest presented the draft plan to City Council. Additionally, Interwest's subconsultant, Circle Point, widely circulated the Draft ADA Self-evaluation and Transition Plan to the community. Circle Point provided the draft plan to the following organizations:

- Napa Valley Coalition of Non-profits
- Napa Valley College (upper campus)
- Rianda House Senior Activity Center
- St. Helena Chamber of Commerce
- St. Helena Community Food Pantry
- St. Helena Family Resource Center
- St. Helena Unified School District
- St. Helena Hospital
- St. Helena Vine Shuttle (NVTa)

Although there was public participation in the February 15, 2017 public meeting, there were no public comments received.

DISCUSSION

Since presenting to City Council on February 28, 2017, no additional comments from the public were received and staff worked with Interwest to finalize the report. During City Council budget workshops, finance and public works staff developed a budget that would meet the commitments of the ADA Transition Plan for the next fiscal year. The budget was approved by City Council on June 13, 2017.

FISCAL IMPACT

City Staff anticipates that many of the curb ramp improvements can be funded through grants and gas tax during road improvement projects. However the City will need to be prepared to fund curb ramp improvements from the general fund, if grants and gas tax funded road improvement projects are not able to meet the schedule for curb ramp improvements outlined in the Plan. Building and park improvements will need to be funded by the general fund and budgeted annually. The commitment outlined in the Plan are included in the table below.

Years	Annual Commitment			Total
	Facilities	Curb Ramps	Subtotal	
1-5	\$103,000	\$110,000	\$213,000	\$1,065,000
6-7	\$103,000	\$65,000	\$168,000	\$336,000

8-10	\$23,000	\$65,000	\$88,000	\$264,000
11-15	\$8,000	\$20,000	\$28,000	\$140,000
				\$1,805,000

The current proposed budget for fiscal year 17/18 includes the needed funds to meet year 1 requirements. Each year, Staff will include the funds needed to complete the proposed ADA improvement projects during, each fiscal year budget cycle until the City is complaint. If the City can not fund the projects over the 15 year period, the City will need to document that the project was not feasible or that the City would face significant hardship completing the project.

RECOMMENDED ACTION

Adopt the attached resolution recognizing and adopting the ADA Self-Evaluation and Transition Plan as the City of St. Helena's official ADA Self-Evaluation and Transition Plan.

ATTACHMENTS

[Reso ADA Plan Adopt](#)

[FINAL City of St. Helena - ADA Self Evaluation and Transtion Plan April 2017](#)

CITY OF ST. HELENA

RESOLUTION No. 2016-

**Resolution Adopting the
Americans with Disabilities Act
Self-Assessment and
Transition Plan as Prepared by
Interwest Consulting Group**

RECITALS

- A. The City of St. Helena is required by Title II of the Americans with Disabilities Act (ADA) and ADA Section 504 to perform a self-evaluation of City programs, services, facilities, policies, practices, and procedures; and
- B. The City selected Interwest Consulting Group to perform the ADA Self Evaluation and prepare an ADA Transition Plan (Plan); and
- C. Interwest Consulting Group reviewed and evaluated City facilities and curb ramps citywide to develop the ADA Transition Plan; and
- D. The Plan was posted for comment on the City's website, at City Hall and the Library for a period between January 26, 2017 through March 17, 2017; and
- E. A public meeting was conducted on February 15, 2017 to solicit comments and feedback; and
- F. The Plan was presented to City Council on February 28, 2017; and
- G. The Plan was circulated for comment to community organizations, non-profits and St. Helena Unified School District; and
- H. City staff reviewed the ADA Self-Assessment and Transition Plan as prepared by Interwest Consulting Group and has found it satisfactory and meets the requirements of the Americans with Disabilities Act.

RESOLUTION

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

1. Approves and adopts the City of St. Helena's Americans with Disabilities Act Self-Assessment and Transition Plan prepared by Interwest Consulting Group.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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



City of St. Helena

Americans with Disability Act Self Evaluation and Transition Plan

April 2017



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Appendix A - Accessibility Definitions

Appendix B - Programs/Services/Activities Self-Evaluation Questionnaire

Appendix C - Public Notice of City's Draft ADA Self-Evaluation and Transition Plan
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Appendix E - ADA Public Notice

Appendix F - ADA Grievance Form

Appendix G - Facility Summary of Architectural Barriers

Appendix H - Curb Ramp Map and Summary List

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1.0 ADA Self-Evaluation and Transition Plan Development Process

1.1 Introduction

1.1.1 Overview

The Americans with Disabilities Act (ADA) is a comprehensive civil rights law for persons with disabilities in both employment and the provision of goods and services. The ADA states that its purpose is to provide a “clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.” Congress emphasized that the ADA seeks to dispel stereotypes and assumptions about disabilities and to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for people with disabilities.

This ADA Self-Evaluation and Transition Plan is prepared to fulfill the requirements set forth in the ADA 1991 standards Title II Regulation. The ADA states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. This report will assist the City of St. Helena in identifying policy, program, and physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals.

This report describes the process developed to complete the self-evaluation of City of St. Helena’s programs, policies, and facilities; presents the findings of that evaluation; and provides recommendations and a Transition Plan for ensuring accessibility.

This report also provides the planning and implementation of necessary program and facility modification over the next several years. The ADA Self Evaluation and Transition Plan establishes the City of St. Helena’s ongoing commitment to the development and monitoring of policies, programs and facilities to include all people.

1.1.2 Legislative Mandate

The development of a transition plan is a requirement of the federal regulations implementing the Rehabilitation Act of 1973, which require that all organizations receiving federal funds make their programs available without discrimination toward people with disabilities. The Act, which has become known as the “civil rights act” of persons with disabilities, states that:

No otherwise qualified handicapped individual in the United States shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (Section 504)

Subsequent to the enactment of the Rehabilitation Act, Congress passed the Americans with Disabilities Act (ADA) on July 26, 1990. The Department of Justice’s Title II regulation adopts the general prohibitions of discrimination established under Section 504 and incorporates specific prohibitions of discrimination for the ADA. Title II provides protections to individuals

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with disabilities that are at least equal to those provided by the nondiscrimination provisions of Title V of the Rehabilitation Act. This legislative mandate, therefore, prohibits the City of St. Helena from, either directly or through contractual arrangements, from:

- Denying persons with disabilities the opportunity to participate in services, programs, or activities that are not separate or different from those offered others, even if the City offers permissibly separate or different activities.
- Determining the location of facilities, making selections that have the effect of excluding or discriminating against persons with disabilities.

Title II of the ADA stipulates that public entities must identify and evaluate all programs, activities, and services and review all policies, practices, and procedures that govern administration of the programs, activities, and services for all government entities employing more than fifty people. These administrative requirements include:

- Completion of a self-evaluation;
- Development of an ADA complaint procedure;
- Provide noticing of programs, activities and services in accessible formats;
- Designation of a person who is responsible for overseeing Title II compliance; and
- Development of a transition plan if the self-evaluation identifies any structural modifications necessary for compliance. The transition plan must be retained for three years.

In addition, the California Code of Regulations, Title 24, Part 2 mandates that all publicly funded buildings, structures, and related facilities shall be accessible to and usable by persons with disabilities. These regulations, which are often referred to as Title 24, pertain to the City of St. Helena buildings and facilities that were constructed using state, City, or municipal funds or that are owned, leased, rented, contracted, or sublet by the City. Title 24 regulations and standards were also incorporated in the evaluation of architectural barriers in the City of St. Helena.

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1.1.3 Discrimination and Accessibility

There are two types of accessibility: physical accessibility and program accessibility. Absence of discrimination requires that both types of accessibility be provided.

Physical accessibility requires that a facility be barrier free. Barriers include any obstacles that prevent or restrict the entrance to or use of a facility. The ADA establishes requirements to ensure that buildings and facilities are accessible to and usable by people with disabilities. Design guidelines to achieve accessibility have been developed and are maintained by the U.S. Access Board under the jurisdiction of the ADA. The ADA Accessibility Guidelines (ADAAG) covers a wide variety of facilities (including buildings and outdoor recreation areas) and establishes minimum accessibility requirements for new construction and alterations to these facilities.

Programmatic accessibility includes physical accessibility, but also entails all policies, practices, and procedures that permit people with disabilities to participate in programs and to access important information. Program accessibility requires that individuals with disabilities be provided an equally effective opportunity to participate in or benefit from a public entity's programs and services.

The City may achieve program accessibility by a number of methods, both structural and non-structural:

- Structural methods such as altering an existing facility;
- Acquisition or redesign of equipment;
- Assignment of aides; and/or
- Providing services at alternate accessible sites.

When choosing a method of providing program access, the City will give priority to the one that results in the most integrated setting appropriate to encourage interaction among all users, including individuals with disabilities. In compliance with the requirements of the ADA, the City provides equality of opportunity but does not guarantee equality of results.

1.1.4 Undue Burden

The City does not have to take any action that it can demonstrate would result in a fundamental alteration in the nature of a program or activity, would create a hazardous condition for other people, or would represent an undue financial and administrative burden. This determination can only be made by the ADA Coordinator, department head, or designee and must be accompanied by a statement citing the reasons for reaching that conclusion.

The determination that an undue financial burden would result must be based on an evaluation of all resources available for use in a program. For example, if a barrier removal action is judged unduly burdensome, the City must consider other options for providing access that would ensure that individuals with disabilities receive the benefits and services of the program or activity.

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1.2 ADA Self-Evaluation and Transition Plan Development Requirements

The Self-Evaluation is the City's assessment of its current policies, practices, and procedures. It identifies and corrects those policies and practices that are inconsistent with the requirements of Title II of the ADA. In keeping with these requirements and as part of the Self-Evaluation, the City of St. Helena should:

- Identify all its programs, activities, and services; and
- Review policies, practices, and procedures that govern the administration of its programs, activities, and services.

The ADA also sets forth specific requirements for preparation of an acceptable Transition Plan. At a minimum, the elements of the plan should include:

- A list of the physical barriers that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- Identifying the method to be used to remove these barriers and meet the current standards and accessibility regulations;
- A schedule for taking the steps necessary to achieve compliance with Title II of the ADA; and
- The name of the individual responsible for the Transition Plan implementation.

1.3 Self-Evaluation Process

1.3.1 Introduction

Services and programs offered by the City of St. Helena to the public must be accessible. Accessibility applies to all aspects of a program or service, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, and transportation.

The goals of the Self-Evaluation were:

1. To develop policy recommendations for the City and each of its departments, divisions, and programs;
2. To ensure that the views and comments from the public, City staff and the disability community are included in the City's policies; and
3. To foster ties between City staff and representatives of the disability community.

The process of making City facilities and programs accessible to all individuals will be an on-going one, and the City will continue to review accessibility issues such as resolution of complaints and reasonable modifications to programs. The City will also periodically evaluate the success of improving access to programs by the practices and procedures developed during the Self-Evaluation process.

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1.3.2 Program Accessibility Questionnaire

The Self-Evaluation of City of St. Helena's services, programs, and activities required and involved the participation of all departments of the City. The City distributed a program accessibility questionnaire (a copy can be found in Appendix B) to each department for its staff to complete. Staff members were asked to complete a written program accessibility questionnaire on services and programs provided to the public and the locations at which these were provided. The survey included a review of the following information:

- A summary of the program and its purpose, the specific activities that comprise the program, and the nature of any advertising or program material produced;
- Any program or admission eligibility requirements;
- An overview of participation in the program, including who participates and how participation is facilitated;
- The methods used by the department to provide accessibility;
- Any access complaints or requests for improving access to the program;
- A list of facilities, or portions of facilities, used for the program and the activity that takes place there;
- Program providers, including outside organizations;
- Transportation services;
- Communication, including television, audiovisual presentations and the City's website;
- Emergency evacuation procedures;
- Public Telephones, Communication Devices, Accessible/Adaptive Equipment;
- Customer Service;
- Notice Requirements;
- Printed Information;
- Training and Staffing;
- Program Eligibility Requirements and Admission;
- Public Meetings;
- Tours and Trips;
- Use of Consultants;
- Facilities; and
- Special Events and Private Events on Public Properties

1.3.3 Review of Policies and Procedures

As part of the self-evaluation, a review of policies were completed that affect accessibility to the City's services. It is the City's intent to ensure that all individuals are knowledgeable of the requirements of the ADA and are informed on the process and resources used by the City to make services, activities and programs accessible. The findings and recommendations are listed in Section 2.

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1.3.4 Public Participation Process

The City posted a Notice to Public inviting the public involvement in the survey input on programs and facilities from the community and comments on the Draft ADA Self-Evaluation and Transition Plan. The notice also included a Public meeting to discuss the public's concern on accessibility to City's programs and services, and questions on the Draft ADA Self-Evaluation and Transition Plan. Documents and an online survey were posted on the City's website at www.cityofstheleena.org on Friday, January 27, 2017 for public comment and review.

Notices and survey input were also posted at:

St. Helena City Hall
 1480 Main Street, St. Helena, CA

St. Helena Public Library
 1492 Library Ln, St. Helena CA

Prior to the public meeting the following stakeholders were contacted to assist with publicizing the meeting.

- Napa Valley Coalition of Non-Profits
- Napa Valley College (Upper Campus)
- Rianda House Senior Activity Center
- St. Helena Chamber of Commerce
- St. Helena Community Food Pantry
- St. Helena Family Resource Center
- St. Helena Recreation Department
- St. Helena Unified School District
- St. Helena Hospital
- St. Helena Vine Shuttle (NCTPA)

The City hosted a public meeting on February 15, 2017 at St. Helena Fire Hall, 1480 Main Street in St. Helena to get input from the public.

Project staff from Interwest and The City of St. Helena's Public Works Department prepared a presentation highlighting the process and methodology used to prepare the City's Draft ADA Transition Plan. The presentation was shared with the St. Helena City Council on February 28, 2017.

The comment period for the Draft ADA Self-Evaluation and Transition Plan ended on March 17, 2017. Comments were accepted via email, U.S. Postal mail and through in-person submission at the public open house meeting and the City Council presentation.

- One written and one verbal comment were received at the open house and 0 comments were received online.

1.4 Facilities Survey

The City conducted a survey of architectural barriers in its buildings and facilities used by the

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public for programs and services provided by the City. Only those areas open to the public were surveyed. The surveys provide the City an overview of the architectural barriers that prevent people with disabilities from using its facilities and participating in its programs. The following facilities were assessed:

Buildings	Parks
• City Hall • Police Station • Public Library • Carnegie Building • Teen Center • Fire Station (aka Hall) • Headstart • Silverado Museum • Oak Street Public Parking • St. Helena High School Historic Administration Building	• Baldwin Park • Lewis Station • Lyman Park • McCullagh Park • Mennen Park • Mary Fryer Park • Jacob Meily Park • Wappo Park • Crane Park • St. Helena Skate Park

Physical assessments were conducted in June 2016 with aerial facility maps, measuring tape, leveler, ADA checklist as a reference and photos. Assessments were performed based on Americans with Disabilities Act Access Guidelines (ADAAG) and CCR Title 24 standards.

1.5 Curb Ramp Survey

The City conducted a city wide survey of curb ramps within the public right-of-way. The surveys were performed in February 2016. The survey included the collection of a GPS location, physical conditions, obstructions that were adjacent or within the path of travel, and photos as needed. Assessments were performed based on Access Guidelines (ADAAG) and CCR Title 24 standards.

2.0 Policies, Procedures, and Program Accessibility: Findings and Recommended Actions

2.1 Introduction

Services and programs offered by City of St. Helena to the public must be accessible. Accessibility applies to all aspects of a program or service, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

2.2 Overview and Individual Findings of Departmental Programs, Activities, and Services

The following sections detail the review of current Citywide and unique policies, services,

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programs, and activities based on meetings with City staff and responses to the program accessibility questionnaire. The following departments completed or were interviewed on the ADA Programs, Services and Activities survey. The following departments were included in the review:

- City Library
- City Manager/City Clerk
- Finance
- Fire Department
- Building/Planning and Community Improvement
- Public Works and Parks
- Recreation
- Police

Based on the surveys completed by the departments, all departments were grouped together as their findings and recommendations were similar. Action steps apply to all departments unless specifically specified.

All Departments

2.3 Description of Programs and Services

1. City Library – includes record management of various literary items in an array of forms, provides space and opportunity for public engagement, education and learning experiences, and enrichment.
2. City Manager/City Clerk – The City Manager serves as the administrative head of the City of St. Helena overseeing the general administrative management, responsible for implementing policies, rules, regulations and laws adopted by the City Council and for the overall management of the City. The City Clerk handles a wide array of administrative responsibilities for the Council and City Manager, ensures that all necessary material, including agendas, minutes and staff reports are prepared for Council meetings and handles other Council matters and City elections.
3. Finance – includes City's financial operation of the City, including management of all City funds, preparing the Annual Budget and Capital Improvement Program for City Council review, and collecting Business License and Transient Occupancy Tax revenue.
4. Fire Department – provides full service to the City and includes fire protection, prevention and suppression, public life safety education, emergency medical and

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rescue services, response to natural and man made disasters and response to incidents involving hazardous materials.

5. Building/Planning and Community Improvement – Building provides and administers building permit submittals, plan checking, inspections, product and code compliance, code interpretation, and code enforcement. Planning Department is responsible for review, revision, and implementation of the City General Plan, Zoning Ordinance, and Subdivision Ordinance to maintain and improve the quality of the community environment.
6. Public Works and Parks – The Department is responsible for the City's infrastructure, including streets, storm drains, parks, water treatment, water distribution, wastewater collection, and wastewater treatment. The department facilitates environmental compliance including: storm water pollution prevention, sustainability, protection of public trees and floodplain administration. They provide and respond to emergencies involving infrastructure, weather and other disasters where there may be potential for adverse impacts to public health or the environment. The Parks Division maintains ten City parks, four pathways, City parking lots, and street trees and benches. This includes maintaining the landscaping around five government buildings, herbicide applications around city facilities and roadsides, and maintenance labor for the Tree City U.S.A., a program sponsored by the Arbor Day Foundation
7. Recreation – Recreation provides recreational programs and services and provides safe and well-maintained facilities and parks. Programs include aquatics, youth and adult sports, community classes and events, youth and teen programs, after-school and educational programs, and summer camps.
8. Police Department – provides full service to the City and includes patrol, investigation, traffic, dispatch, livescan, records release, permits, and ticket payments. Services includes planning and coordinating all special event requests and programs, 24-hour Patrol operations supporting traffic accident investigation/enforcement and code enforcement to protect the public's health, safety, welfare, and property value.

2.4 Contact Information

City of St. Helena:

Public Works Director/City Engineer
 1480 Main Street
 St. Helena, CA 94574
 Email: ada@cityofsthelelena.org
 Phone: (707) 967-2792

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2.5 Accessible/Adaptive Equipment

Self-Evaluation Findings:

- a) Most Departments do not have adaptive aids for the hearing impaired for programs, services or activities offered or did not know.
- b) The City has two assistance devices.
- c) The Library had computers that would accommodate for wheelchair accessibility

Actions Steps:

- 1) All departments - Establish guidelines and train staff on types of adaptive aids that can be available for use by individuals participating in the City's programs
- 2) All departments – When appropriate and when requested, staff will provide or make auxiliary aids that allow a person with disabilities to participate in programs
- 3) All departments - Select items that are easily adjustable or can be modified to accommodate a variety of physical and ergonomic needs when purchasing items such as furniture, site furnishings and office systems.

2.6 Customer Service

Self-Evaluation Findings:

- a) Customer service to the public is an important and primary function for the City. Overall, the City does not have understood established procedures for determining reasonable modifications to achieve program accessibility.
- b) Most departments are unaware if changes can be made to standard operating procedures, there are no formal procedures in place when including a person of disability and requests are currently not tracked.
- c) All departments do not charge an additional fee to persons with disabilities for modifying programs.

Action Steps:

- 1) All departments – Provide training to staff to accommodate the needs of individuals with disabilities when providing customer service at the City counter, public meetings and events. For example staff can read documents to those who are visually impaired.
- 2) All departments - Identify and provide training for staff using a relay service that can be used for telephone communications and/or use an alternative method of

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communication such as email.

- 3) All departments - For departments that use outside contracted employees to provide services to the public, a procedure should be set up to ensure that their work is in compliance with Title II of the ADA.
- 4) All departments – Work with the ADA coordinator to develop a process for receiving requests for a modification or assistance, evaluating and meeting the requests. All requests should be tracked and monitored, a central location is recommended.

2.7 Notice Requirements

Self-Evaluation Findings:

- a) ADA and Title II regulation require the City to inform the public of the rights and protections provided by the ADA. Most staff were unaware of the requirements and indicated they did not know.
- b) There are NO non-discrimination notices in the City Council Meeting Agenda, Public Notices, website and Planning Commission Agenda.
- c) Non-discrimination notices are not listed on job posting information or in other public locations.

Action Steps:

- 1) City Clerk/City Manager – Establish and approve a City of St. Helena ADA Public Notice (Appendix E – ADA Public Notice Sample provided). This notice should appear on all City of St. Helena’s information boards including the website.
- 2) City Clerk/City Manager - Include the following notices regarding the City’s commitment to providing accessible services in the City’s publications that provide general information about or registration information on the City’s services, program or activities. The notice should be produce and placed in departments at a location that will maximize public exposure.

“In accordance with the Americans with Disabilities Act and California Law, it is the policy of the City of St. Helena to offer its programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at (707) 967-2792, at least two business days in advance of the hearing. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. Email: ada@cityofsthenela.org

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- 3) City Clerk/City Manager - Non-discrimination language should appear on web and printed public notices and meeting agendas.
- 4) All departments - Publicize information about how and with whom to file a disability discrimination complaint using the City's website.

2.8 Printed Information

Self-Evaluation Findings:

- a) Most departments produce printed information that is available to the public including: brochures on program and services, class information, special events, registration/application for programs and grants, public agendas and notices, job applications, policies and codes, permits, plans and specifications, budget reports, and other miscellaneous items.
- b) Most departments do not have any alternative formats for individuals with visual disabilities and noted that requests were rare.

Action Steps:

- 1) All departments - Provide training or written guidelines to each department on how to produce printed information in alternative formats for persons with various disabilities to ensure that requests are handled in a uniform and consistent manner.
- 2) All departments - Include the following notice on all or selected materials printed by the City that are made available to the public:

“This publication can be made available upon request in alternative formats, such as Braille, large print, audiotape, or computer disk. Requests can be made by contacting the ADA Coordinator. Please allow two business days for your request to be processed.”
- 3) All departments - Identify and have available a list of interpreters, readers, etc to be used to accommodate requests for these services.
- 4) All departments – Provide printed information in a variety of formats upon request (for ex. In large print format for person with visual disabilities or in simple language for persons with cognitive disabilities, TDD service). Provide programmatic changes (for ex. Staff assistance) upon request to assist in filling out forms or when alternative formats are unavailable or not feasible.

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- 5) All departments – will make an effort to include pictures or images in its publication of individual with disabilities.

2.9 Website

Self-Evaluation Findings:

- a) Most departments are unaware if the City’s website included information about accessibility for individual with disabilities.
- b) The Parks division indicated they noted accessibility services at Parks.

Action Steps:

- 1) All departments - Include the City’s policy on non-discrimination on the basis of disability on the website.
- 2) All departments - Create a page/site identifying the ADA Coordinator and grievance procedures along with the forms.
- 3) All departments - Staff and departments who are posting materials on the website are properly trained and are aware of the ADA requirements.

2.10 Public Telephones and Communication Devices

Self-Evaluation Findings:

- a) The Police Department has a TTY (teletypewriter) compatible line. The City does not have TDD/TTY device for regular calls for service.

Action Steps:

- 1) All departments - Educate and train staff to encourage TTY callers to take advantage of the national "711" Telecommunications Relay Service. The relay service allows people to dial “711” to access all relay services anywhere in the United States, 24 hours a day, free of any surcharges to all callers within the country.

2.11 Training and Staffing

Self-Evaluation Findings:

- a) Overall, staff is not fully aware of the everyday accessibility issues encountered by person with disabilities and what training is required. Only the Police dispatch had training on TTY.
- b) Staff members are unaware of the different types of reasonable accommodations available to make services accessible.

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- c) Police and Public Works staff members would benefit if there was training on American Sign Language (ASL) or other means of communicating with people with hearing impairments.

Action Steps:

- 1) All departments - Provide training to staff members who have contact with the public in regards to providing modifications and using assistive devices to make their programs accessible. The customer training should focus on communicating with and providing modifications for persons with a variety of disabilities.
- 2) All departments - Develop a comprehensive disability access training program. Educate staff in their responsibilities under the ADA. The City's ADA Coordinator is responsible for ensuring that staff members receive training.
- 3) All departments - Develop standard guidelines for written materials. These guidelines should include language that appropriately describes the City's policy on people with disability and staff should receive training.
- 4) All departments - Provide staff with on-going awareness and sensitivity training. Resources on the website are available for training.

2.12 Program Eligibility and Admission

Self-Evaluation Findings:

- a) There were no programs noted in any departments that have eligibility requirements for admissions into programs.

Action Steps:

- 1) All departments - Provide training to staff regarding non-discrimination language in printed materials as well as on-going awareness and sensitivity training (Similar to Action Steps listed under 2.7, 2.8 and 2.11)

2.13 Public Meetings

Self-Evaluation Findings:

- a) All departments indicated their departments were involved in public meetings. Most public meetings are coordinated through the City Clerk's office.

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- b) Most departments are aware that public meetings are held at accessible locations. Most departments were not aware if assistive hearing devices were needed or available.

Action Steps:

- 1) City Clerk - Continue to ensure public meetings are held in accessible locations and provide reasonable accommodations notices and assisted devices when requested.
- 2) All departments - Provide staff training regarding accommodations and assistive devices when requested at public meetings, events, programs.

2.14 Tours and Trips

Self-Evaluation Findings:

- a) Public Works, Tree Committee, Police and Parks & Recreation indicated they provide trips and tours of the City's facilities and to programs.
- b) There seems to be some limited policy on special needs requests. Overall, staff provides assistance on requests for accommodating individuals with disabilities.

Action Steps:

- 1) Public Works, Tree Committee, Police and Parks & Recreation - Provide staff training on providing accessibility for individuals requesting to participate in the service. The department offering the service should meet with the individual with a disability to identify what modifications can be made to allow for participation.

2.15 Use of Consultants for Delivering Program Services

Self-Evaluation Findings:

- a) The Library, Finance, City Manager, City Clerk, Public Works and Planning and Community Improvement utilize consultants/contractors to provide services to the City.

Action Steps:

- 1) All departments – Ensure or establish guidelines on administering and requiring contract agreements to include a non-discrimination clause (ex. Compliance to Civil Rights and Compliance with laws).

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2.16 Emergency Evacuation Procedures

Self-Evaluation Findings:

- a) The Library and some Recreational buildings have lights, audible sirens/alarms, and megaphone which are activated in the case of an emergency.
- b) Overall, all departments and staff were unaware of any special equipment and/or procedures used to notify individuals with visual, hearing, mobility, or cognitive disabilities.

Action Steps:

- 1) All departments – Review or establish procedures and provide training with staff regarding emergency protocol to ensure that persons with disabilities can be alerted during an emergency. When requested provide all evacuation policies and procedures in alternative formats.

2.17 Facilities

Self-Evaluation Findings:

- a) Programs and services open to the public are held at various City facilities. A complete inventory and findings can be found in Appendix G.
- b) Most staff members were not aware of any requests or had no requests for improving accessibility to the City's facilities.

Action Steps:

- 1) ADA Coordinator – Develop and implement a standard accommodation request or grievance form for use by the public (See Appendix D and F for samples). All requests/filing for accessibility and outcomes should be tracked and monitored by the ADA Coordinator.
- 2) All departments - Train staff on the procedures, forms and how to direct or assist individuals with the filing.

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2.18 Special Events on Public Properties

Self-Evaluation Findings:

- a) Some departments hold public special events on public facilities.
- b) There were no formal procedures on how to address special requests for accommodations. Departments indicated that facilities were accessible or relied on staff communication to address requests.

Action Steps:

- 1) ADA Coordinator – Establish set procedures and train staff on how to address ADA accessible or reasonable accommodations for events or programs that are provided by the City.

2.19 Municipal Code Review

As part of the City's on-going effort to evaluate policies, procedures, and program accessibility, the City will review its Municipal Code to identify any provisions that may inadvertently reduce the accessibility of the programs, services, and activities available to the public. The City will have its code review, findings and any recommendations included in the annual review at the end of every calendar year.

3.0 Transition Plan

3.1 Introduction

The Transition Plan combines the findings of the policy/program evaluations, facilities and curb ramp surveys conducted by the City.

Policy and program recommendations can be found in Section 2. A complete list of findings and recommendation of architectural barrier for facilities and curb ramps are included in Appendix G "Facilities Summary List of Architectural Barriers" and Appendix H "Curb Ramp Summary List".

3.2 Architectural Barrier for Facilities

Physical assessments were conducted in June 2016 with aerial facility maps, measuring tape, leveler, ADA checklist as a reference and photos. Assessments were performed based on Americans with Disabilities Act Access Guidelines (ADAAG) and CCR Title 24 standards.

3.2.1 Facility Reports

The surveys identified physical barriers in facilities used by the public for programs and services provided by the City based on ADAAG and Title 24 standards. GIS map identifying the program location facilities was generated. Where relevant, photos were taken and included with the surveys.

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The facility report for each site includes:

- Findings of barrier found to be in noncompliance with ADAAG and Title 24 standards.
- Planning level recommendations to address the barrier.
- Planning level construction estimate
- Priority Level
- Photo reference where available

3.2.2 Criteria for Prioritizing the Plan for Facilities

Recognizing that the City has limited funds and may not immediately make all facilities fully accessible, City staff utilized the following criteria as the basis for prioritizing the removal of architectural barriers:

- Level of use by the public.
- Uniqueness of the facility or program - some programs are unique to a building, facility or park and cannot occur at another location.
- Geographic distribution – selecting a facility that is central to the City will ensure maximum access for the public.

3.2.3 Priorities for Facilities

The criteria listed below were used to assist in the determination of specific program-based barrier removal actions within a facility. Since not all barriers must be removed in order to provide program access, those barriers that limit access to public programs, services, and activities are given first priority. These criteria will also be used for prioritizing the removal of architectural barriers in future findings or projects.

- **Priority One:** The highest priority is placed on those barrier removal items that provide accessibility at the main entrance of a facility or improve a path of travel to the portion of the facility where program activities take place. Examples include:
 - a) Facility entrance walk and ramps
 - b) Facility handrails
 - c) Exterior doors for entrance
 - d) Restrooms
 - e) Designated handicapped areas
 - f) Parking identification and striping
- **Priority Two:** A second level priority is placed on those barrier removal items that improve or enhance access to program use areas. Examples include:
 - a) Transaction counters

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- b) Offices and meeting areas
- c) Staff Training

- **Priority Three:** A third level priority is placed on those barrier removal items that improve access to amenities serving program areas. Examples include:
 - a) Drinking fountains
 - b) Adjusting site furnishings
 - c) Adjusting door closures

3.2.4 New Construction and Renovations

For all future construction or renovations to the City's buildings and facilities, improvements must comply with Title II of the ADA and State of California standards for City-funded public developments. The City shall also:

1. Prior to construction, schedule a review with the City's ADA Coordinator of all City plans and specifications for the construction of facilities. No project should proceed to construction without a completed and clean document review.
2. Develop a procedure to ensure that the ADA Coordinator is informed of all plans prior to construction to ensure compliance with accessibility requirements. Existing barriers for facilities can often times be incorporated into new projects which reduces overall cost. The ADA Coordinator will track accessibility improvements performed in the City and update the Transition Plan accordingly.

3.2.5 Time Frames for Completion

The following table, "Facilities Summary List of Architectural Barriers" lists facilities with barriers and recommendations, priority level for construction and estimated construction costs.

The City of St. Helena reserves the right to change the barrier removal priorities in order to allow flexibility in accommodating community requests, petitions for reasonable modification from persons with disabilities, and changes in City's programs.

It is the intent of the City to have its ADA Coordinator work together with department heads to determine the funding sources for architectural barrier removal projects. Once funding is identified, the ADA Coordinator will coordinate the placement of the projects in the City's Capital Improvement Plan to be addressed on a fiscal year basis.

It is also the intent of the City to address these barriers within a time frame of fifteen (15) years of this report depending on immediate necessity, degree of complexity, and overall cost. The budgeted amount includes a 25% of the construction estimates to cover design, permitting and associated costs for improvements.

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PHASE ONE – The City’s goal is to complete Priority One improvements within seven (7) years, provided that a minimum budget of \$80,000 per year is allocated.

PHASE TWO – The City’s goal is to complete Priority Two improvements in ten (10) years, provided that a minimum budget of \$15,000 per year is allocated.

PHASE THREE– The City’s goal is to complete Priority Three improvements in fifteen (15) years, provided that a minimum budget of \$8,000 per year is allocated.

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Facilities Summary List of Architectural Barriers

Summary Total: Priority 1 - \$ 445,600
 (Planning level construction estimates) Priority 2 - \$ 122,600
 Priority 3 - \$ 87,800

Facility	Barrier	Recommendations	Priority	Estimated Construction Cost
City Hall (path to entrance)	Non-compliant curb ramps and pathway	Upgrade curb ramps and pathways per ADAAG	1	\$40,000
City Hall (entrance to lobby)	Non-accessible door activator	Provide accessible activator (exterior and interior) per ADAAG	1	\$1,500
City Hall (path to room)	Non-compliant pathway to conference room	Upgrade pathway per ADAAG	2	\$8,000
City Hall (unisex restroom)	Non-compliant restroom	Upgrade for accessibility per ADAAG	2	\$2,000
Police Department (path to entrance)	Non-compliant walkway	Provide accessible route to entrance per ADAAG	1	\$10,000
Police Department (public counter)	Non-accessible public counter (height and clearance)	Remodel counter for compliance with ADAAG	2	\$7,000
Police Department (entrance)	Non-compliant entrance door (threshold)	Provide accessible entrance per ADAAG	1	\$1,000
Fire Station (path to entrance)	Non-compliant curb ramps and slope	Provide accessible route to entrance per ADAAG	1	\$27,000
Fire Station (parking lot)	Non-accessible parking (signs, dimension and striping)	Provide accessible parking per ADAAG	1	\$1,800
Fire Station (museum)	Non-accessible pathway, doors, sink and accessories	Upgrade accessories, doors, pathway and sink per ADAAG	2	\$2,300
Fire Station (restroom)	Non-compliant restrooms: signage, door clearance/weight, fixture clearances/heights, stall widths & clearances, grab bar, exposed pipes	Upgrade for accessibility per ADAAG	2	\$4,100
Oak Avenue Public Parking Lot (parking lot)	Non-accessible parking (signs, dimension and striping)	Provide accessible parking per ADAAG	1	\$3,100
Public Library (parking lot)	Non-accessible parking (signs, dimension, ramp and striping)	Provide accessible parking per ADAAG	1	\$14,000

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Public Library (path of travel)	Non-compliant reach heights for return box and path of travel	Provide accessibility to return box and upgrade path per ADAAG	1	\$10,500
Public Library (table area)	Non-accessible table and work space.	Provide accessible space at the table and work space area per ADAAG	3	\$500
Public Library (men's restroom)	Non-compliant restroom: water closet and fire alarm	Upgrade for accessibility per ADAAG	2	\$1,500
Public Library (women's restroom)	Non-compliant restroom: signage, water closet, sink and accessories	Upgrade for accessibility per ADAAG	2	\$3,000
Public Library (unisex restroom)	Non-compliant restroom: water closet, sink, accessories and signage	Upgrade for accessibility per ADAAG	2	\$3,000
Carnegie Building (pathway to entrance)	Non-accessible path to entrance (slope and signage)	Provide accessible route to park per ADAAG	1	\$16,000
Carnegie Building (handrails)	Non-compliant handrails	Provide accessible handrails	2	\$1,500
Teen Center (path to entrance)	Non-accessible path to entrance (width, stairs, stripes, ramps)	Provide accessible route to park per ADAAG	1	\$21,000
Teen Center (parking area)	Non-accessible parking (width, signage)	Provide accessible parking per ADAAG	1	\$1,000
Teen Center (general building)	Fire extinguisher is out of reach, inaccessible aisle and door	Upgrade for accessibility per ADAAG	3	\$1,500
Teen Center (handrails)	Non-compliant handrails	Upgrade per ADAAG	3	\$1,500
Teen Center (doors)	Non-accessible door (threshold)	Provide accessible doors per ADAAG	1	\$1,000
Head Start (sink area)	Non-accessible sink (clearance)	Upgrade per ADAAG	3	\$2,000
Head Start (restrooms)	Non-accessible restroom (water closet, door hardware, clearance)	Upgrade per ADAAG	1	\$25,000 - \$40,000
Head Start (doors)	Non-accessible door (lever handles, exit signs)	Provide accessible doors per ADAAG	1	\$1,000
Head Start (general building)	Exit doors and pathways are non-compliant (exit signs, clearance)	Upgrade per ADAAG	2/3	\$1,000
Head Start (fire ext/alarm)	Fire pull alarm and fire extinguisher are out of reach range	Provide reach ranges for alarm/extinguisher per ADAAG	3	\$1,000
Head Start (parking lot)	Non-compliant parking	Provide accessible parking space per ADAAG	1	\$2,100
Silverado Museum (accessible parking)	Non-compliant street parking (no sidewalk access or unloading aisle)	Provide accessible parking and walkway to building per ADAAG	1	\$15,000

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Silverado Museum (doors)	Non-accessible doors (levers and return)	Provide accessible doors per ADAAG	1	\$1,000
Crane Park (parking lot)	Non-accessible parking (sign, striping, clearance and curb ramp)	Provide accessible parking per ADAAG	1	\$11,600
Crane Park (path of travel)	Non-accessible path of travel (signs, slope)	Provide accessible route to park per ADAAG	1	\$20,000
Crane Park (court sports)	Non-accessible route and gates	Provide accessible routes to courts and upgrade gates per ADAAG	1/2	\$15,000
Crane Park (drinking fountains)	Non-compliant in height/number	Install or upgrade for accessibility per ADAAG	3	\$8,000
Crane Park (stadium, grandstand, field area)	Non-accessible routes to fields and amenities. Non-accessible seating throughout and counter	Provide accessible routes, seating and counter per ADAAG	1/2	\$25,000
Crane Park (stairs)	Non-compliant handrails and landing	Upgrade for accessibility per ADAAG	2	\$5,000
St. Helena Skate Park (entry gate)	Non-accessible gate (kick plate)	Provide accessible gate per ADAAG	1	\$500
St. Helena Skate Park (drinking fountain)	Non-compliant in height/number	Install or upgrade for accessibility per ADAAG	3	\$8,000
St. Helena Skate Park (path of travel)	Non-accessible (slope)	Provide accessible route to park per ADAAG	1	\$25,000
St. Helena Skate Park (parking lot)	Non-accessible parking (signs, size, striping)	Upgrade parking per ADAAG	2	\$3,100
St. Helena Skate Park (east restrooms)	Non-accessible restrooms in men's and women's (signage, fixture height)	Upgrade for accessibility per ADAAG	2	\$5,000
St. Helena Skate Park (play & picnic areas)	Non-accessible paths to play and picnic areas	Provide accessible pathways and access to play and picnic areas per ADAAG	2/3	\$25,000
Stephen McCullagh Park (entry gate)	Non-accessible gate (kick plate)	Provide accessible gate per ADAAG	1	\$1,000
Stephen McCullagh Park (play areas)	Non-accessible path to play areas	Provide access to play areas per ADAAG	1/2	\$25,000
Baldwin Park (amenities)	Non-accessible drinking fountains, picnic tables and benches	Provide access to amenities and upgrade per ADAAG	3	\$25,000
Mary Fryer Park (entrance and path)	Non-compliant entrance (signage and uneven surface)	Provide accessible path of travel and signage per ADAAG	2	\$10,000 - \$20,000

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Mary Fryer Park (amenities)	Non-accessible drinking fountains, paths of travel to picnic and play areas	Install/upgrade drinking fountains and provide accessible paths per ADAAG	1/3	\$30,000
Wappo Park (amenities)	Non-accessible drinking fountains and seating at picnic area	Install/upgrade drinking fountains and provide access for seating at picnic area per ADAAG	3	\$25,000
Wappo Park (parking lot)	Non-accessible parking (signs and size)	Provide accessible parking per ADAAG	2	\$3,100
Jacob Meily Park (signage)	Non-compliant signage (missing on restrooms and parking sign is incomplete)	Upgrade signage per ADAAG	2	\$1,000
Jacob Meily Park (drinking fountain)	Non-accessible drinking fountains	Install/upgrade for accessibility per ADAAG	3	\$10,000
Jacob Meily Park (bleachers & play area)	Non-accessible paths to bleachers and play areas	Provide accessible paths to bleachers and play areas per ADAAG	1/2	\$25,000
Jacob Meily Park (sidewalk)	Non-accessible paths of travel (clearance)	Remove overgrowth to allow accessible path of travel per ADAAG	1	\$500
Mennen Park (path of travel)	Non-accessible paths of travel (slope)	Provide accessible path and access to picnic area per ADAAG	2	\$25,000
Mennen Park (drinking fountain)	Non-accessible drinking fountains	Install/upgrade for accessibility per ADAAG	3	\$5,000
St. Helena HS Vintage Hall (ground flr elevator)	Non-compliant elevator sign	Upgrade per ADAAG	3	\$300
Lyman Park (amenities)	Non-accessible drinking fountains, picnic, benches and play area	Install/upgrade drinking fountains and provide accessible paths to picnic, benches and play areas per ADAAG	1/3	\$30,000
Lyman Park (restrooms)	Non-compliant men's and women's restroom (signage, handles)	Upgrade for accessibility per ADAAG	1	\$5,000
Lewis Station (path of travel)	Non-accessible path of travel (change in elevation)	Provide accessible route per ADAAG	1	\$10,000 - \$25,000
Lewis Station (unisex restroom)	Non-compliant restroom fixtures and amenities (reach range, pipes)	Upgrade for accessibility per ADAAG	2	\$2,000

Interim Measures - In accordance with the requirements of the ADA, when barriers are scheduled to be removed over a period of time, interim measures to provide program access will be implemented. Interim measures may include the redesign of equipment, assignment of aides to beneficiaries, delivery of services at alternate accessible sites, or the use of accessible conveyances. In addition, other methods may be employed that result in accessible, programs and activities being readily accessible to and usable by individuals with disabilities.

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3.3 Barriers at Curb Ramps

Title II of the ADA requires that public entities having responsibilities for or authority over streets, roads, and/or areas meant for pedestrian use, to develop a Transition Plan. The Plan provides inaccessible facilities onto environments that are accessible to and functional for individuals with disabilities and provides an outline for implementation and scheduling of improvements to provide ADA complying curb ramps within the City.

3.3.1 Curb Ramp Reports

The survey process was accomplished by physical assessments using measuring devices, GIS software and maps. The surveys identify physical barriers and condition of curb ramps and adjacent areas using ADAAG and Title 24 standards. Each location was identified and tracked using GPS. Aerial maps were generated using the GPS location of curb ramp surveyed. Where relevant, photos were taken and included with the surveys.

A total of 395 locations were surveyed – see Appendix H. The curb ramp report for each site includes:

- Location of street and quadrant
- If a curb ramp exists and if not, is one needed
- Non-compliance features noted included: detectable warning surfaces, excessive slopes, displacements of ½” and more, tactile grooves and obstructions within the path of travel
- Photo reference (not included in Appendix)
- Ranking Priority

The City has set up ArcGIS Online in which all the data collected above has been uploaded under the curb ramp database. The program will allow users to view ramp attributes, pull up the photos associated (if applicable) as well as edit or update the data as needed.

3.3.2 Criteria for Prioritizing the Plan for Curb Ramps

The City’s goal is to promote efficiency and improve pedestrian accessibility. It must be emphasized that the City’s intent is for all individuals with disabilities be reasonably accommodated. High priorities were allocated to those locations that:

- Provide access to state, local offices and facilities that provide public services and programs
- Provide access to places of accommodation including public, commercial, medical, recreation use.
- Provide access to public transit.
- Provide access to improve pedestrian crossings at heavily used corridors.

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3.3.3 Priorities of Curb Ramps

Recognizing that the City has limited funds and cannot immediately install/retrofit ADA compliant curb ramps at all of its location, City staff established a ranking system for prioritizing the curb ramp improvements. The Overall Priority established is based upon the location and physical ranking of each location.

The following methodology was used to determine the ranking:

Physical Ranking - evaluates the curb ramp with respect to its physical condition and function to City's programs.

- P1** Ramps serving City functions used by the public
- P2** Install NEW ramps where one does not exist
- P3** Utility conflict, physical barriers or other constraints exist at a location
- P4** Ramp will be reconstructed when it does not meet current federal or state standards
 - P4a** - Missing detectable warning system
 - P4b** - Deficiencies include: grooved tactiles, displacement (1/2+ inches height), slopes excessive
- P5** No observed deficiencies/default value

Location Ranking - evaluates the curb ramp with respect to its physical location within the City and surrounding land use adjacent to the curb ramp.

- L1** Requested by the public/residents and validated by City staff.
- L2** Government locations
 - L2-a** Serving City of St. Helena public programs or services (within 120 ft radius)
 - L2-b** Serving other governmental public programs or services (within 120 ft radius)
- L3** Public locations with high occupancy (privately owned)
 - Arterial Streets
 - Hospitals, medical facilities, senior facilities
 - Shopping strips
 - Apartments, Church, others
- L4** Residential Areas
- L5** All other areas/default value

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Overall Ranking- determined by the ranking of Location and Physical ranking.

O1 Highest ranking will be given when a ramp is rated

P1 Ramps serving City functions used by the public

AND

L1 Requested by the public/residents

OR

L2-a Serving City of St. Helena public programs or services

O2 This ranking will be given when a ramp is rated:

L2-b Serving other governmental public programs or services

AND

P2 Install NEW ramps where one does not exist

O3 This ranking will be given when a ramp is rated:

L3 Public locations with high occupancy (privately owned)

AND

P2 Install NEW ramps where one does not exist

O4 This ranking will be given when a ramp is rated:

L2-b Serving other governmental public programs or services

AND

P3 Utility conflict, physical barriers or other constraints exist at a location, a ramp will be reconstructed

OR

P4-a Missing DWS

O5 This ranking will be given when a ramp is rated:

L3 Public locations with high occupancy (privately owned)

AND

P3 Utility conflict, physical barriers or other constraints exist at a location, a ramp will be reconstructed

OR

L4/L5 Residential Areas AND All other Areas

AND

P2 Install NEW ramps where one does not exist

O6 This ranking will be given when a ramp is rated:

L2-b Other governmental facilities serving the public

AND

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P4-b Deficiencies include: grooved tactiles, displacement (1/2+ in in height), slopes excessive

OR

L3 Public locations with high occupancy (privately owned

AND

P4-a Missing DWS

O7 This ranking will be given when a ramp is rated:

L3 Public locations with high occupancy (privately owned)

AND

P4-b Deficiencies include: grooved tactiles, displacement (1/2+ in in height), slopes excessive

OR

L4/L5 Residential Areas AND All other Areas

AND

P3 Utility conflict, physical barriers or other constraints exist at a location, a ramp will be reconstructed

O8 This ranking will be given when a ramp is rated:

L4/L5 Residential Areas AND All other Areas

AND

P4-a Missing DWS

OR

P4-b Deficiencies include: grooved tactiles, displacement (1/2+ in in height), slopes excessive

O9 All other ramps not meeting the above criteria

3.3.4 General Policies and Practices

Self-Evaluation Findings:

- a) The City does not have any set programs or funding to increase pedestrian accessibility.
- b) Accessibility improvements are done when feasible and within the project limits of an existing transportation improvement project and as new development occurs.

Recommended Actions:

- 1) Street-Related Capital Improvement Projects – Curb ramps are installed, repaired and/or brought into compliance in all street-related capital improvement projects.

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- 2) The ADA Coordinator will establish a Service Request Accommodation Program which will be posted on the website and other public locations that will allow residents to request for a curb ramp modification/installation. Requests shall be tracked and maintained on the Curb Ramp database. Public work staff shall be trained on the guidelines (See Appendix D for sample)
- 3) Once a year, the Curb Ramp priority list shall be updated, supplemented and reviewed as part of the City's on-going responsibilities to improve accessibility for pedestrians. Outreach of the review and process should include pertinent departments and local groups in the community.

3.3.5 Time Frames for Completion

The following table, Curb Ramp Summary List of Rankings, includes a summary of the rankings based on the ranking priority based on Section. 3.3.3 Priorities of Curb Ramps. The table also includes number of ramps in each ranking and associated estimated cost for construction.

The City of St. Helena reserves the right to change the curb ramp priorities in order to allow flexibility in accommodating community requests, petitions for reasonable modification from persons with disabilities, and changes in City's programs. The City will continue to implement its *Service Accommodation Request Program*.

It is the intent of the City to have its ADA Coordinator work together with department heads to determine the funding sources for providing ADA compliant curb ramps. Once funding is identified, the ADA Coordinator will coordinate the placement of the projects in the City's Capital Improvement Plan to be addressed on a fiscal year basis.

It is also the intent of the City to address non-compliant curb ramps within a time frame of fifteen (15) years of this report depending on immediate necessity, degree of complexity, and overall cost. The budgeted amount includes a 25% of the construction estimates to cover design, permitting and associated costs for improvements.

PHASE ONE – The City's goal is to complete curb ramp improvements with overall ranking 1 (O1) within five (5) years, provided that a minimum budget of \$45,000 per year is allocated.

PHASE TWO – The City's goal is to complete curb ramp improvements with overall ranking 5 and 6 (O5 & O6) within ten (10) years, provided that a minimum budget of \$45,000 per year is allocated.

PHASE THREE – The City's goal is to complete curb ramp improvements with overall ranking 7 and 8 (O7 & O8) within fifteen (15) years, provided that a minimum budget of \$20,000 per year is allocated.

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Curb Ramp Summary List of Rankings**

Overall Rank	Total Locations	Preliminary Estimated Construction Cost
O1	72	\$172,000
O2	0	\$0
O3	0	\$0
O4	0	\$0
O5	57	\$319,200
O6	49	\$46,200
O7	17	\$95,200
O8	133	\$126,400
O9	67	\$0
TOTALS:	395	\$759,000

See Appendix H – Curb Ramp Summary List for a complete listing of each location.

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4.0 ADA Coordinator

ADA and Title II regulations require the City identify an ADA Coordinator. The City of St. Helena' ADA Coordinator is:

City ADA Coordinator
 Public Works Director/City Engineer
 1480 Main Street
 St. Helena, CA 94574
 Email: ada@cityofstheleena.org
 Phone: (707) 967-2792

4.1 Complaint Procedures for Discrimination Based on Disability

Self-Evaluation Findings:

- a) ADA and Title II regulations require the City have in place a complaint procedure. Currently, one does not exist or is not available for the public.

Action Steps:

- 1) The ADA Coordinator will prepare and implement a complaint procedure that will be adopted by the City.
- 2) The ADA Coordinator will be responsible for: maintaining the complaint procedures process which is posted on the website and other public locations as needed, follow up with all requests, track and update database as necessary, Train public work staff and other departmental staff about the procedures.

5.0 Program Accessibility Guidelines, Standards & Resources

5.1 Introduction

In order to facilitate access to all City Programs and Departments, the City will maintain these program accessibility guidelines, standards and resources. This information is available to all employees and volunteers. The City will add to these guidelines when necessary to address its needs and include information and technological devices that help staff and volunteers members communicate with individuals with a variety of disabilities. The City will periodically review the components of this section, as new technologies are developed in order to ensure that the best types of modifications are included. This section also contains the accessibility standards of care that govern new construction and alterations to facilities.

5.2 Federal Accessibility Standards & Regulations & Resources

There are both State and Federal regulations for accessible facilities. Below are resources for both the State of California and Federal facility regulations.

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U.S. Department of Justice

- **The U.S. Department of Justice**, <http://www.ada.gov>. The US DOJ provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [1.800.514.0301 (Voice) or 1.800.514.0383 (TDD)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the following publications, can also be downloaded from the Department of Justice website.
- **ADA Regulation for Title II**, http://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm. This publication describes Title II of the Americans with Disabilities Act, Pub. L. 101-336, which prohibits discrimination on the basis of disability by public entities. Title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. This rule adopts the general prohibitions of discrimination established under section 504, as well as the requirements for making programs accessible to individuals with disabilities and for providing equally effective communications. It also sets forth standards for what constitutes discrimination on the basis of mental or physical disability, provides a definition of disability and qualified individual with a disability, and establishes a complaint mechanism for resolving allegations of discrimination.
- **Title II Technical Assistance Manual (1993) and Yearly Supplements**, <http://www.ada.gov/taman2.html> and supplement <http://www.ada.gov/taman2up.html>. This manual explains in lay terms what state and local governments must do to ensure that their services, programs, and activities are provided to the public in a nondiscriminatory manner.
- **Current Text of the Americans with Disabilities Act of 1990**, including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), <http://www.ada.gov/pubs/adastatute08.pdf>. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of TDD/telephone relay services.
- **ADA Information for Law Enforcement**, <http://www.ada.gov/policeinfo.htm>. This page contains compliance assistance materials to help state and local law enforcement officers understand how to interact with victims, witnesses, suspects, and others who have disabilities.

US Access Board

- **The US Access Board**, <http://www.access-board.gov/>. The US Access Board writes Federal regulations for Facilities, Public Rights-of-Way, Transportation, and Communications. This page also contains research papers, newsletters, annual reports and more. In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

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Multiple copies of publications can be ordered by sending a request to pubs@access-board.gov. In addition to the guidelines, guidance material is also available to assist staff in understanding and implementing federal accessibility guidelines. Copies of Advisory Committee Reports that have been written but not yet adopted as law are also provided.

- **ADA and ABA Accessibility Guidelines Homepage,** <http://www.access-board.gov/guidelines-and-standards>. Includes a Side-by-Side Comparison of the ADA-ABA guidelines, the original ADA standards, and the International Building Code (2003 edition) issued by the Access Board.

5.3 State of California Accessibility Standards & Regulations & Resources

Title 24, California Building Code

- **The State of California** has also adopted a set of design guidelines for accessible facilities, which can be found in the California Code of Regulations, Title 24, Part II, California Building Code (CBC), www.iccsafe.org. CBC contains general building design and construction requirements relating to fire and life safety, structural safety, and access compliance. CBC provisions provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures and certain equipment. Although California has adopted most of the ADAAG requirements, there are some differences. In general, the more restrictive requirement (whether federal or state) should be applied when designing accessible facilities. The complete Title 24 or any of its parts is available for purchase from the International Code Council (ICC), 5360 South Workman Mill Road, Whittier, CA 90601, 1.800.423.6587, www.iccsafe.org or at various bookstores that carry technical books.

Since the CBC is updated every three years, the City should have an ongoing program of regularly reviewing these changes and updating policies and procedures related to accessibility to keep them current.

Division of the State Architect

- **The Division of State Architect (DSA),** <http://www.dsa.dgs.ca.gov/Pubs/default.htm>, also provides information and resources for accessible or universal design. The DSA's website is <http://www.dsa.dgs.ca.gov>. For technical assistance contact DSA's Access Compliance Program at 1130 K Street, Suite 101, Sacramento, California 95814 (916.322.4700).
- **DSA's 2003 California Access Compliance Reference Manual.** The purpose of this book of regulations and statutes together is to clarify the obligations for architectural accessibility in California.

5.4 General Disability Etiquette

A guide to disabilities and disability etiquette should be assembled and distributed to staff and

volunteers in addition to staff training. The guide will ensure that staff and volunteers are familiar with a variety of types of disabilities and that they are sensitive to the abilities and needs of people with disabilities in order not to offend or demean them. The guide should be periodically updated to ensure that it includes current acceptable language for talking about disabilities. Some examples of disability etiquette guides:

- **The County of Long Beach**, disability etiquette publication
http://www.longbeach.gov/hr/ada/disability_etiquette.asp.
- **Easter Seals Disability Etiquette website**
http://www.easterseals.com/site/PageServer?pagename=ntl_etiquette.
- **City of Sacramento's Disability Etiquette Website**
<http://portal.cityofsacramento.org/HR/Divisions/Office-of-Civil-Rights/ADA>.

5.5 State, and National Organizations who Provide Disability Services and Information

State & National Organizations Who Provide Services to People with Disabilities

- **ADA Coordinator's Toolkit**,
<http://nwadacenter.org/toolkit/ada-best-practices-tool-kit-state-and-local-governments-doj>
- **United Cerebral Palsy of Central California**, <http://www.ccucp.org>. United Cerebral Palsy of Central California is a non-profit social service organization dedicated to serving men, women, and children with disabilities. Programs include adaptive services, assistive technology services, summer programs, life skills training, and a center for arts and technology.
- **Disability Resources, Inc.**, <http://www.disabilityresources.org>. Disability Resources, Inc. is a national nonprofit organization that provides information about resources for independent living. DRI maintains an on-line directory of assistive technology resources.
- **CATS**, <http://www.atnet.org>. CATS is a statewide project of the California Department of Rehabilitation that promotes access to assistive technologies, related services, and information to enable people with disabilities to be successful, independent, and productive. CATS maintain several directories on their website including assistive technology vendors and service providers for Hard of Hearing/Deaf, Learning Disabled, Mobility/Physical/Orthopedic, Speech/Language, visually impaired/Blind.
- **World Institute on Disabilities (WID) Accessibility and Assistive Technology Resource List**, <http://www.wid.org/resources/accessibility-assistive-technology/>. WID maintains a comprehensive list of accessible technology resources.
- **The Center for Accessible Technology**, <http://www.cforat.org>. CFORAT provides access to computers for people with disabilities. Their goal is for children with disabilities to succeed in school, adults with disabilities can find (and keep) jobs and all people with disabilities can

use the internet, email and benefit from the digital revolution.

5.6 Accessible Websites

State & National Organizations who Provide Information about Creating & Maintaining Accessible Websites

How to tell if your web site is accessible

- **HiSoftware Services**, www.hisoftware.com. This company provides accessible software consulting.
- **Free website accessibility checker** provided by HiSoftware
<http://www.cynthiasays.com>
- **Web Accessibility Initiative for Evaluating Website Accessibility**,
<http://www.w3.org/WAI/eval/Overview.html>. This is a list of resources which provide general procedures and tips for evaluation in different situations, from evaluation during Web site development to ongoing monitoring of existing sites. This list is intended to supplement other content management and quality assurance procedures.

Resources for Web developers

- **Accessibility of State and Local Government Websites to People with Disabilities**,
<http://www.ada.gov/websites2.htm>. Publications providing guidance on making state and local government websites accessible.
- **Rich Media Home**, <http://ncam.wgbh.org/access-ncam> . A growing collection of resources for developers and users interested in ways to make rich media accessible to people with disabilities.
- **Section 508 on-line accessible software development training**,
<http://training.section508.gov/>

5.7 Emergency Preparedness

National Resources for Emergency Preparedness Plans

- National Organization Disability resources on **Emergency Preparedness for Employers and Businesses**,
http://nod.org/disability_resources/emergency_preparedness_for_persons_with_disabilities
- **United States Department of Labor** Emergency Preparedness for People with Disabilities,
<http://www.dol.gov/odep/programs/emergency.htm>. The Office of Disability Employment Policy (ODEP) assumed a leadership role on the Interagency Coordinating Council as chair of the Subcommittee on Emergency Preparedness in the Workplace. The subcommittee has developed **Preparing the Workplace for Everyone**, a framework of guidelines for federal agencies related to including employees and visitors with disabilities in emergency plans:
http://www.dol.gov/odep/pubs/ep/preparing/Workplace_Final.pdf

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- **Federal Agency for Emergency Management,** <http://www.fema.gov/plan/prepare/specialplans.shtm>. This site has a helpful checklist for including individuals with special needs in evacuation plans.
- **National Center for Accessible Media** Accessible Emergency Alerts for People with Disabilities, <http://ncam.wgbh.org/alerts/>. The Access to Emergency Alerts project unites emergency alert providers, local information resources, telecommunications industry and public broadcasting representatives, and consumers in a collaborative effort to research and disseminate replicable approaches to make emergency warnings accessible.
- Recommendations from the Emergency Transportable Housing Advisory Committee on tailoring or clarifying coverage of emergency transportable housing in its facility guidelines, <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/emergency-transportable-housing>

Appendix A
Accessibility Definitions

The following is a summary of many definitions found in the ADA and ADAAG. Please refer to the Americans with Disabilities Act of 1990, the Title II Technical Assistance Manual, and the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) as amended through September 2002 for the full text of definitions and explanations.

Accessible Route

An *accessible route* is a continuous unobstructed path that connects all accessible elements and spaces of a building or facility and that complies with Chapter 4 of ADAAG. Interior accessible routes may include corridors, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts.

ADA

Acronym for the Americans with Disabilities Act.

Adaptive/Auxiliary Aids and Services

The terms *auxiliary aids and services* includes:

- Qualified interpreters or other effective methods of making orally delivered materials available to individuals with hearing impairments;
- Qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with visual impairments;
- Acquisition or modification of equipment or devices; and
- Other similar services and actions.

ASL

American Sign Language. Manual (hand) language with its own syntax and grammar used primarily by people who are deaf.

Complaint

A *complaint* is a claimed violation of the ADA.

Curb Ramp

A *curb ramp* is a short ramp cutting through a curb or built up to it.

Detectable Warning

Detectable warnings are standardized surface features built in or applied to walking surfaces or other elements to warn individuals with visual impairments of hazards on a circulation path.

Disability

The term *disability* means, with respect to an individual:

- A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- A record of such impairment; or
- Being regarded as having such impairment.

A. Qualified Individual with a Disability

A qualified individual with a disability means an individual with a disability who, with or without reasonable modification to rules, policies, or practices; the removal of architectural, communication, or transportation barriers; or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the City.

B. Regarded as Having a Disability

An individual is disabled if she or he is treated or perceived as having an impairment that substantially limits major life activities, although no such impairment exists.

Discrimination on the Basis of Disability

Discrimination on the basis of disability means to:

- Limit, segregate, or classify a citizen in a way that may adversely affect opportunities or status because of the person's disability;
- Limit, segregate, or classify a participant in a program or activity offered to the public in a way that may adversely affect opportunities or status because of the participant's disability;
- Participate in a contract that could subject a citizen with a disability to discrimination;
- Use any standards, criteria, or methods of administration that have the effect of discriminating on the basis of disability;
- Fail to make reasonable modifications to accommodate known physical or mental limitations of an otherwise qualified individual with a disability unless it can be shown that the modification would impose an undue burden on the City's operations;
- Use selection criteria that exclude otherwise qualified people with disabilities from participating in the programs or activities offered to the public; and
- Fail to use tests in a manner that ensures that the test results accurately reflect the qualified applicant's skills or aptitude to participate in a program or activity.

Having a Record of Impairment

An individual is disabled if he or she has a history of having an impairment that substantially limits the performance of a major life activity; or has been diagnosed, correctly or incorrectly, as having such impairment.

Hearing Impairment

Partial or total deafness.

Learning disabilities

Any form of physical or mental disability that delays development or acquisition of knowledge.

Marked Crossing

A *marked crossing* is a crosswalk or other identified path intended for pedestrian use in crossing a vehicular way.

Mobility disabilities/mobility impairment

A condition limiting physical ability; generally considered to include lack of a limb or loss of limb use due to disease, amputation, paralysis, injury, or developmental condition; or limitation of movement due to cardiovascular or other disease.

Physical or Mental Impairments

Physical or mental impairments may include, but are not limited to: vision, speech, and hearing impairments; emotional disturbance and mental illness; seizure disorders; mental retardation; orthopedic and neuromotor disabilities; learning disabilities; diabetes; heart disease; nervous conditions; cancer; asthma; hepatitis B; HIV infection (HIV condition); and drug abuse if the drug user has successfully completed or is participating in a rehabilitation program and no longer uses illegal drugs.

The following conditions are not physical or mental impairments: transvestitism; transexualism; current illegal drug use; homosexuality or bisexuality; compulsive gambling; kleptomania; pyromania; pedophilia; exhibitionism; voyeurism; pregnancy; height; weight; eye color; hair color; left-handedness; poverty; lack of education; a prison record; and poor judgment or quick temper that are not symptoms of a mental or physiological disorder.

Program Accessibility

A public entity's services, programs, or activities, when viewed in their entirety, must be readily accessible to and usable by individuals with disabilities. This standard, known as *program accessibility*, applies to all existing City facilities.

Reasonable Modification

If individuals' disabilities prevent them from performing the essential functions of the program or activity, it is necessary to determine whether *reasonable modification* would enable these individuals to perform the essential functions of the program or activity.

Reasonable modification is any change in program or activity or in the way things are customarily done that enables an individual with a disability to enjoy equal program

opportunities. Modifications may mean adjustments:

- To a registration or application process to enable an individual with a disability to be considered for the program or activity; and
- That enable individuals with disabilities to enjoy equally the benefits of the program or activity as other similarly situated individuals without disabilities enjoy.

Modification includes making existing facilities and equipment used by individuals readily accessible and usable by individuals with disabilities.

Modification applies to:

- All decisions and to the application or registration process;
- All services provided in connection with the program or activity; and
- Known disabilities only.

Modification is not required if:

- It changes the essential nature of a program or activity;
- It creates a hazardous situation; or
- It poses an undue burden.

Service Animal

The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government. Service animals perform some of the functions and tasks that the individual with a disability cannot perform for him or herself. Some of the typical uses of service animals are:

- Guiding persons with visual impairments;
- Alerting persons with hearing impairments to sounds;
- Pulling wheelchairs or carrying and picking up things for persons with mobility impairments; or
- Assisting persons with mobility impairments to maintain their balance.

Although a number of states have programs to certify service animals, agencies or businesses may not insist on proof of state certification before permitting the service animal to accompany the person with a disability.

SETP

Acronym for Self-Evaluation and Transition Plan.

Substantial Limitation of Major Life Activities

An individual is disabled if she or he has a physical or mental impairment that:

- Renders her or him unable to perform a major life activity, or
- Substantially limits the condition, manner, or duration under which she or he can perform a particular major life activity in comparison to other people.

Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

In determining whether a physical or mental impairment *substantially limits* the condition, manner, or duration under which an individual can perform a particular major life activity in comparison to other people, the following factors shall be considered:

- The nature and severity of the impairment;
- The duration or expected duration of the impairment; and
- The permanent or long-term impact (or expected impact) of or resulting from the impairment.

TDD

A Telecommunication Device for the Deaf allows a person to transmit typed messages over the phone lines to another person with a TDD. Most TDD's include a keyboard for typing messages to send and a display and/or printer to receive messages.

TTY

TTY stands for Text Telephone and is a registered trademark for a specific kind of TDD.

Appendix B

Programs/Services/Activities Self-Evaluation Questionnaire

AMERICANS with DISABILITIES ACT

PROGRAMS/SERVICES/ACTIVITIES SELF-EVALUATION QUESTIONNAIRE

BACKGROUND:

The purpose of this questionnaire is to gather data on how your department's programs¹ are, or are not, accessible to people with disabilities. Questions are in the areas of:

Description of Program Activities
Accessible/Adaptive Equipment
Customer Service
Notice Requirements
Printed Information
Television and Audiovisual Public Information
Website
Public Telephones and Communication Devices
Training and Staffing
Program Eligibility Requirements and Admission
Public Meetings
Transportation Services
Tours and Trips
Use of Consultants
Emergency Evacuation Procedures
Facilities
Special Events and Private Events on Public Properties

Your participation in completing this questionnaire will assist your department in improving its ability to serve the needs of people with disabilities.

INSTRUCTIONS:

Please fill out a separate questionnaire for each program or service offered by your Department. For example, The Police Department operates programs/services in several Divisions. A separate questionnaire needs to be filled out for each program.

After completing the questionnaire, please submit to **Tobias Barr** via email (tbarr@cityofstheleena.org) or drop off at City Hall. Supporting materials such as forms, brochures, etc. can be included as well.

March 8th 2016

General description of the programs¹

Department/Division: _____

Date program questionnaire filled out: _____

Name/title of person completing this questionnaire: _____

Telephone #: _____ Email: _____

Program name: _____

Brief description of program: _____

A. Accessible/ Adaptive Equipment

A1 Do you allow the public to use electronic equipment (i.e. copying machines, personal computers, microfilm readers, etc.) in your programs?

Yes___ No___ N/A___

Please describe:

A2 Do you ensure that electronic equipment is accessible to and usable by individuals with _____

¹ "Programs", when used in this questionnaire, refers to programs, activities and services offered to the public by the City.

disabilities by providing equipment such as workstations, easily reachable equipment, or staff assistance?

Yes___ No___ Don't know___

If yes, please describe:

- A3** Are auxiliary aids (such as tools, access to equipment, moveable light sources, adjustable worktable levels, paper and pen, etc.) provided to assist persons with disabilities?

Yes___ No___

If yes, please describe:

B. Customer Service

- B1** If any of the department's programs (activities or services) have eligibility requirements for participation, do they contain any of the following?

Physical or mental fitness or performance requirements? Yes___ No___

If yes, please describe:

Safety Standards? Yes___ No___

If yes, please describe:

- B2** How do you ensure that these policies do not discriminate against people with disabilities?
Please write your answer here:

- B3** Does your department make changes to standard operating procedures to include a person with disabilities?

Yes___ No___ Don't Know___

If yes, please briefly describe this process:

- B4** Is there a formal procedure for making changes to standard operating procedure?

Yes___ No___ Don't Know___

If yes, please briefly describe the process you have established:

- B5** Do you track accessibility requests? Yes___ No___ Don't Know___

If yes, how many requests have you received and what type:

B6 Does your program charge an additional fee for people with disabilities for modifying programs?

Yes___ No___ Don't Know___

If yes, please briefly describe the fees or charges:

B7 Does your department consult or work with any outside organizations that assist people with disabilities?

Yes___ No___ Don't Know___

If yes, please provide a list of organizations:

C. Notice Requirements

C1 Do you have a non-discrimination statement that includes persons with disabilities?

Yes___ No___ Don't Know___

Please describe:

C2 Is a non-discrimination statement that includes information about how to reach the ADA coordinator posted in all departments in a location that maximizes public exposure?

Yes___ No___ Don't Know___

Please describe:

C3 Do you notify all persons that your meetings, hearings, interviews, and conferences will be held in accessible locations and that adaptive/auxiliary aids (such as assistive listening devices, readers for the blind, pen and paper) will be provided, upon request, to participants with disabilities?

Yes___ No___ Don't Know___

C4 How do you notify all persons about how and with whom to file a disability discrimination complaint and what procedures are they told to follow? Please describe the process here:

D. Printed Information

D1 Do you provide printed information to the public?

Yes___ No___ Don't Know___

D2 What type of printed documents do you publish and distribute to the public? (Only answer if you answered "yes" to D1) Please describe:

D3 Are all the program documents controlled centrally? (Only answer if you answered "yes" to D1)

Yes___ No___ Don't Know___

D4 How do you make documents and publications available to individuals with visual disabilities? (check all that apply):

___ Audiotape

___ Large print

___ Braille

___ Electronic Copy

___ Do not provide any alternative formats upon request

___ Other: If so, please list them:

D5 Do you make the content of documents and publications available in simple, easy-to-understand language for individuals with learning disabilities?

Yes___ No___ Don't Know___

If yes, provide a sample copy of the document or publication.

D6 Do you show images of people in your publications? Yes___ No___ Don't Know___

D7 Do you also include images of people with disabilities? Yes___ No___ Don't Know___

If yes, provide a sample copy of the document or publication.

E. Television and Audiovisual Public Information

E1 Does your department prepare audiovisual or televised presentations or website demonstrations/webinars for the public or make audiovisual presentations to the public?

Yes___ No___ Don't Know___

E2 How do you make audiovisual or televised or on-line presentations prepared or presented by your department to the public accessible to individuals with disabilities?

___ Captioning

___ Transcription

___ Do not provide alternative formats upon request

___ Other: If so, please list them:

E3 What type of audiovisual presentations (film, videotape, television) does your department provide? (Only answer this question if you answered “yes” to E1). Please describe:

E4 Do you show images of people in your audiovisual presentations? (Only answer this question if you answered “yes” to E1).

Yes___ No___ Don't Know___

If yes, provide a sample copy of the presentation.

E5 Do you also portray individuals with disabilities in your audiovisual presentations? (Only answer this question if you answered “yes” to E4).

Yes___ No___ Don't Know___

If yes, provide a sample copy of the presentation.

F. Website

F1 Does your department have a website? Yes___ No___ Don't Know___

F2 What is your department's website? What information is provided on this site?
Please describe briefly what information is provided:

F3 Does your department's website include information about accessibility of facilities (parking, bathrooms, assistive listening devices, etc.) where programs or services are offered? (Only answer if you answered “yes” to F1).

Yes___ No___ Don't Know___

Please describe briefly what information is provided about accessible features:

F4 Does your department ensure that its website is usable by individuals with disabilities, including those who use speaking browsers?

Yes___ No___ Don't Know___

F5 Are the documents provided on your website for downloading accessible to persons with visual disabilities?

Yes___ No___ Don't Know___

Please describe:

G. Public Telephones and Communication Devices

G1 How do you communicate by telephone with individuals with hearing or speech difficulties?
Please describe:

G2 If you use Text Telephones (TTY's) or Telecommunication Devices for the Deaf (TDD's), list the location, telephone number, and organization of TTY/TDD directories in which the TTY/TDD number is listed:

G3 Do you use the California relay service (711)? Yes___ No___ Don't Know___
Please describe:

G4 Do you publish your TTY/TDD number or California Relay Service numbers in all materials where a phone number is listed? Yes___ No___ Don't Know___
Please describe:

G5 Do you train your staff in operating TTY/TDD's and in other means of communicating over the telephone with a person with a hearing or speech disability? Yes___ No___ Don't Know___
Please describe:

H. Training and Staffing

H1 Do any staff members have contact with the public? Yes___ No___ Don't Know___

H2 How do you inform staff members who have contact with the public of your department's obligations and policies that enable persons with disabilities to participate in programs or activities? Please describe:



H3 How have you trained these staff members? (Only answer if you answered "yes" to H2).
Please describe:

H4 Are there staff members in your department who provide emergency services to the public?

Yes___ No___ Don't Know___

If yes, describe:

H5 If yes, have they had training in American Sign Language (ASL) or other means of communicating in emergency situations with people who have hearing or speech impairments? Please describe:

H6 Are there other staff members who would be able to provide better customer service if they had training in American Sign Language (ASL) or other means of communicating with people who have hearing impairments?

Yes___ No___ Don't Know___

Please describe:

I. Program Eligibility Requirements and Admission

I1 Are there any limitations or ratios for the number of people with disabilities who may participate in or be admitted to any department program?

Yes___ No___ Don't Know___

If yes, please briefly describe the programs:

I2 Does your program use any criteria (for example good health, residency, letters of recommendation) or written and/or oral tests (including level of skill or achievement, or other factor being tested) in the admissions process?

Yes___ No___ Don't Know___

I3 If yes, please list and describe participation requirements. (Only answer if you answered "yes" to I3).

- I4** Are there any forms required for admission to the program (for example, tests and/or the submission of other admissions criteria such as certificates?).

Yes___ No___ Don't Know___

If yes, please list the forms or email them to the contact person listed on the first page

- I5** Do the forms contain a notice that your organization does not discriminate against people with disabilities?

Yes___ No___ Don't Know___

Please describe:

- I6** Is an interview required prior to an applicant's entrance into the program?

Yes___ No___ Don't Know___

Please describe:

J. Public Meetings

- J1** Does your department hold public meetings? Yes___ No___ Don't Know___

- J2** Do you require that public meetings, hearings, and conferences be held in accessible locations?

Yes___ No___ Don't Know___

- J3** Are interpreters, readers, or adaptive equipment provided when requested for meetings, interviews, and conferences?

Yes___ No___ Don't Know___

- J4** How much advance notice do you request? (Only answer if you answered "yes" to J3).

- J5** Do you ensure that all individuals with hearing disabilities who do not read sign language can participate effectively in meetings, conferences, and hearings via assistive listening devices or other means?

Yes___ No___ Don't Know___

Please describe:

K. Transportation Services

- K1** Do you provide transportation to volunteers, program participants, visitors, and others who

participate in your programs?

Yes___ No___ Don't Know___

K2 What procedures does your department follow to make transportation accessible to persons who have visual disabilities? Please describe:

K3 What procedures does your department follow to make transportation accessible to persons who have hearing disabilities? Please describe:

K4 What procedures does your department follow to make transportation accessible to persons who have mobility disabilities? Please describe:

K5 What procedures does your department follow to make transportation accessible to persons who have learning disabilities? Please describe:

L. Tours and Trips

L1 Does your department provide tours of your facilities or organize trips for members of the public?

Yes___ No___ Don't Know___

L2 Please list and describe the tours and trips. (Only answer if you answered "yes" to L1).

L3 How do you provide accessible tours to people with visual impairments? Please describe:

L4 How do you provide accessible tours to people with hearing impairments? Please describe:

L5 How do you provide accessible tours to people with mobility impairments? Please describe:

L6 How do you provide accessible tours to people with learning impairments? Please describe:



M. Use of Consultants

M1 Do you use consultants to conduct programs on behalf of your department?

Yes___ No___ Don't Know___

M2 How do you ensure that consultants are aware of their obligations to facilitate participation of individuals with disabilities in programs or activities operated on behalf of your department?
Please describe:

M3 How do you monitor this obligation? Please describe:

N. Emergency Evacuation Procedures

N1 What equipment and/or procedures do you use to notify individuals with visual disabilities of emergencies and evacuation procedures?

Please list equipment and/or procedures specific to individuals with visual disabilities.

N2 What equipment and/or procedures do you use to notify individuals with hearing disabilities of emergencies and evacuation procedures?

Please list equipment and/or procedures specific to individuals with visual disabilities.

N3 What equipment and/or procedures do you use to notify individuals with mobility disabilities of emergencies and evacuation procedures?

Please list equipment and/or procedures specific to individuals with visual disabilities.

N4 What equipment and/or procedures do you use to notify individuals with cognitive disabilities of emergencies and evacuation procedures?

Please list equipment and/or procedures specific to individuals with visual disabilities.



O. Facilities

O1 List all facilities, or portions of facilities, used for department programs. For each facility, designate the activity for which it is used. (Note: Facilities leased or otherwise used from another person/organization should also be included).

O2 Have you had requests for improving accessibility to your department's programs or facilities?

Yes___ No___ Don't Know___

Please describe:

O3 Would the implementation of any measure to improve accessibility for people with disabilities to your programs pose an unfair financial or administrative burden?

Yes___ No___ Don't Know___

If yes, list an alternative means that would not pose a financial or administrative burden.

P. Special Events and Private Events on Public Properties

P1 Does your department organize special events or do you help facilitate private events on public property?

Yes___ No___ Don't Know___

If yes, please describe briefly the type of event and what types of outside organizations are involved.

P2 How do you ensure that both private entities and your staff are aware of their obligations to facilitate participation of individuals with disabilities in these special events or private events held on public property? Please describe:

Thank you for completing this survey!

Appendix C

Public Notice of City's Draft ADA Self-Evaluation and Transition Plan

Feedback Form



The City of St. Helena invites you to take part in the ADA Title II Self-Evaluation & Transition Plan Process



Date: Wed., February 15, 2017

Time: 5:00 – 7:00 PM

Location: St. Helena Fire Hall

1480 Main Street

(Entrance on Railroad Avenue)

The City of St. Helena is requesting feedback on the City's draft ADA Self-Evaluation and Transition Plan. Last year the City conducted an exhaustive self-evaluation of the City's programs, policies, and facilities on accessibility and has created a plan which identifies barriers and establishes the commitment to ensuring accessibility to all individuals. Your opinion is important and will provide valuable information regarding how the City can better accommodate individuals with disabilities.

Please join us to:

- Ask questions
- Discuss the Plan and meet with City staff
- Provide input

The Draft ADA Self-Evaluation and Transition Plan and Feedback Form can be found on the City's website or by contacting the ADA coordinator below. The Plan will be available for review starting on January 27, 2017. Completed survey forms and written comments will be accepted until March 17, 2017.

For any questions, or if you need special assistance to participate in this meeting or require documents in an alternative format, please contact the ADA coordinator at:

Tobias Barr, Public Works Project Manager
 City of St. Helena, 1480 Main Street, St. Helena, CA 94574
 Office Phone: (707) 968-2746
 Email: TBarr@cityofsthelena.org
 Website: <http://www.cityofsthelena.org>





The City of St. Helena
invites you to take part in the
ADA Title II Self-Evaluation & Transition Plan Process

The City of St. Helena is requesting your feedback on the City's draft ADA Self-Evaluation and Transition Plan by submitting this **Feedback Form**. Your opinion is important and will provide valuable information regarding how the City of St. Helena can better accommodate individuals with disabilities. The Draft ADA Self-Evaluation and Transition Plan can be found on the City's website noted below. Questions, Comments or Form submittal can be sent to the ADA Coordinator, mailed/faxed or dropped at:

ADA Coordinator: Tobias Barr

Website: <http://www.cityofstheleena.org>

Email: TBarr@cityofstheleena.org

Phone: (707) 968-2746

City of St. Helena Public Works Department

1480 Main Street, St. Helena, CA 94574

Name:	
Email Address (optional):	Phone Number (optional):
Are you a resident of the City of St. Helena?	
Have you reviewed the City's draft ADA Self-Evaluation and Transition Plan?	
Do you feel the Plan meets the City's needs or your needs? Please explain	
Is there a specific section of the Plan you have comments or suggestions on? Please reference page #.	
Overall, please rate your opinion of the Plan from 1 to 10 (1=Great, 10=Needs Work):	
Please use this space for any other comments:	

*** The Plan & Feedback Form is available until March 17, 2017 – Thank you for your Feedback ***

Appendix D
ADA Service Accommodation Request Form



**CITY OF ST. HELENA
ADA Service Accommodation
Request Form**

Date:	Phone of Requestor:
Name of Requestor:	Email of Requestor:
Address of Requestor (Optional):	
This is a request for accommodation which is needed because of my disability 1. I am applying for services provided by the City of St. Helena, Department of _____ 2. The accommodation I am requesting will allow me to participate in the following activity and/or service: _____ _____ 3. My specific functional limitation is: _____ _____ 4. Describe the reasonable accommodations that are necessary: _____ _____ _____ 5. Additional Comments: _____ _____	
Requestor Signature:	Date:

Return this form to: Contact, City ADA Coordinator
1480 Main Street, St. Helena, CA 94574
Email: [email address](#) Phone: (707) 968-2658



Appendix E
ADA Public Notice



CITY OF ST. HELENA ADA PUBLIC NOTICE



In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of St. Helena will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: City of St. Helena does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: City of St. Helena will generally, upon request, and without cost to the requestor, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of St. Helena programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of St. Helena will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of St. Helena offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of City of St. Helena, should contact the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of St. Helena to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of City of St. Helena is not accessible to persons with disabilities should be directed to:

Contact, ADA Coordinator
1480 Main Street
St. Helena, CA 94574
(707) 968-2658

E-mail: person@cityofsthelelena.org

The City of St. Helena will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Appendix F
ADA Grievance Form



CITY OF ST. HELENA ADA Grievance Procedure



The grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provisions of services, activities, programs or benefits by the City of St. Helena.

Written Complaint: The complaint should contain as much information as possible about the alleged discrimination. Information should include name, address, phone number of the complainant and location, date and a description of the problem(s). Alternative means of filing a complaint, such as personal interview or a tape recording of the complaint, assistance with filing on the City of St. Helena Grievance Form, is available upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged discrimination to:

Contact, City ADA Coordinator
1480 Main Street
St. Helena, CA 94574
Email: Person@cityofSt.Helena.org
Phone: (707) 967-2792

Meeting: Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review of the complaint, the ADA Coordinator will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain his/her position on the issue and offer options for substantive resolution of the complaint.

Appeal: If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision within fifteen (15) calendar days after receipt of the response to the City Manager.

After receiving the appeal, the City Manager or his designee will review the appeal and the ADA Coordinator finding. Within a reasonable period, after a review, the City Manager or his designee will respond in writing, or in a format that is accessible to the complainant, with a final resolution to the complaint.



CITY OF ST. HELENA **ADA Grievance Procedure**



Date:	Phone of Grievant:
Name of Grievant:	Email of Grievant:
Address of Grievant:	
Name, Address and Phone of Alternate Contact Person:	
Department alleged to have denied access:	Date of denied access:
Location:	
Disability Statement - My disability is:	
This problem is: (Circle one) temporary permanent	
Please describe the particular way in which you believe you have been denied the benefits of any services, program or activity or have otherwise been subjected to discrimination. Attach any additional pages if necessary. Include a description of the way in which accommodation could be provided to allow access.	

Return this form to: Contact, ADA Coordinator
 1480 Main Street St. Helena, CA 94574
 Email: person@cityofstheleena.org Phone: (707) 967-2792

Appendix G

Facilities Summary List of Architectural Barriers

City of St. Helena
ADA Self Evaluation and Transition Plan
LIST OF FACILITIES

Description	Address	Public Area	Use
Buildings			
1 City Hall	1480 Main Street	Front Lobby/Conf Room	Building Permits, Utility Billing, Public Works/Engineering related activities, public meetings
2 Police Station	1480 Main Street	Front Lobby	Public file reports, obtain copies of documents
3 Public Library	1480 Main Street	All areas	Library use, Community Meeting
4 Carnegie Building	1360 Oak Avenue	Large Room, 2nd Flr	Water Conservation, special public meetings, recreation classes/activities
5 Teen Center	1574 Railroad Avenue	All areas	Youth/family activities, special recreation events
6 Fire Station (aka Fire Hall)	1480 Main Street	Front Lobby/Station	Public visits and inquiries, special meetings and events
7 Headstart	360 Crane Avenue	All areas	Daycare, camps and recreation events and activities
8 Silverado Museum (Leased)	1490 Library Lane	All areas	Museum and special events
9 Oak Street Public Parking Lot	1240 Oak Street	All areas	Public Parking
10 St. Helena High School	1401 Grayson Avenue	Vintage Hall Board Room	City Council, Planning Commission, general community meetings
Parks and Amenities			
11 Baldwin Park	Near 1600 Spring Street	Park	Picnic tables
12 Lewis Station	Near 1100 Church Street	Park	Restroom, picnic tables, benches
13 Lyman Park	1498 Main Street	Park	Restroom, picnic tables, children's play area, gazebo
14 McCullagh Park	1752 Crinella Drive	Park	Picnic area, rock and rope structure, sand box, water feature
15 Mennen Park	1647 Voorhees Circle	Park	Picnic area with barbeque amenities
16 Mary Fryer Park	1597 Mitchell Drive	Park	Picnic tables, children's play equipment
17 Jacob Meily Park	Near 650 Pope Street	Park and Trail	Parking, restroom, picnic tables, children's play area, trail along creek
18 Wappo Park	201 Pope Street	Park and Pathway	Multi-use pathway, dog park, picnic tables
19 Crane Park	360 Crane Avenue	Park and Facilities	Tennis courts, Bocce ball courts, Baseball fields, Volleyball court, horseshoe pits, children's playground, picnic areas, restroom, farmer market area
20 St. Helena Skate Park	360 Crane Avenue	Park	Skate Park
Other (Not Included in ADA Assessment)			
21 Crane Shop	360 Crane Avenue	N/A	Public Works employee work shop
22 Corporation Yard	1405 Charter Oak Street	N/A	Employee work yard
23 City Office Rental	1572 Railroad Ave	N/A	City office rental (private)
24 Scout Hall	1547 B Railroad Avenue	N/A	Scout use only-private facility
25 Meadow Creek Park	1160 Meadowcreek Circle	Open Space	Open space-no amenities
26 Stonebridge Park	Pope Street (near Pope St Bridge)	Open Space	Grass area along river-no amenities
27 Flood Project	1400 Library Lane	Open Space	Open space-no amenities
28 Tunnel of Trees	2000 Main St	Trail/Pathway	Walk/bike pathway



CITY OF ST. HELENA

Architectural Barrier List for Facilities Report

City Hall ***1480 Main Street, St. Helena CA***

Location: City Hall –Path to Entrance
Date of Assessment: June 2016

Findings: Non-compliant curb ramps at intersection of Main/Pine Street and pathway shows slope greater than 2%.

Recommendation: Replace existing curb ramps with ADA compliant curb ramps and remove/replace sidewalk pathways where cross slope exceeds 2% slope per ADAAG 4.7 and CBC 11B-406.5.

Estimated Construction Cost: \$40,000
Priority: 1



Location: City Hall – Entrance to Lobby
Date of Assessment: June 2016

Findings: Door activator (exterior) was not accessible due to location and lack of signage, Door activator (interior) was blocked

Recommendation: Provide accessible activator at the exterior with associated ADA signs, remove chair and any other obstructions to provide a clear space in front of activator button per ADAAG 4.13 and CBC 11.B-703.7.

Estimated Construction Cost: \$1,500
Priority: 1



City Hall (continued)
1480 Main Street, St. Helena CA

Location: City Hall – Path to Conference Room

Date of Assessment: June 2016

Findings: Pathway from lobby to conference room has slope greater than 5% (over 7% assessed).

Recommendation: Install ramp along pathway from lobby to conference room or keep slope less than 5% per ADAAG 4.2 and CBC 11B-403.34.7

Estimated Construction Cost: \$8,000

Priority: 2



Location: City Hall – Unisex Bathroom

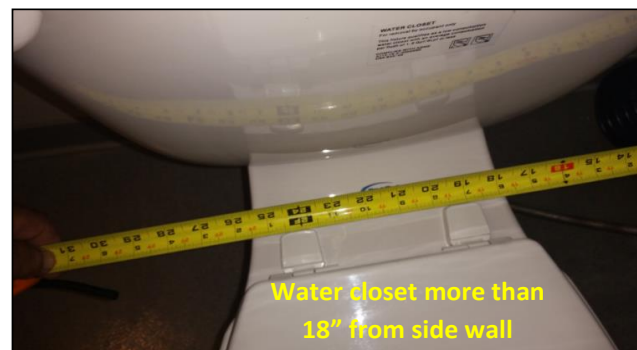
Date of Assessment: June 2016

Findings: Bathroom accessories are not accessible (above 40”), water closet is more than 18” from side wall, toilet bowl needs to be elongated and have an open front.

Recommendation: Lower accessories so they are within reach ranges, relocate water closet to within 18” of side wall, replace toilet seat per CBC 11B-604.2, 11B-605.5 and ADAAG 411.

Estimated Construction Cost: \$2,000

Priority: 2

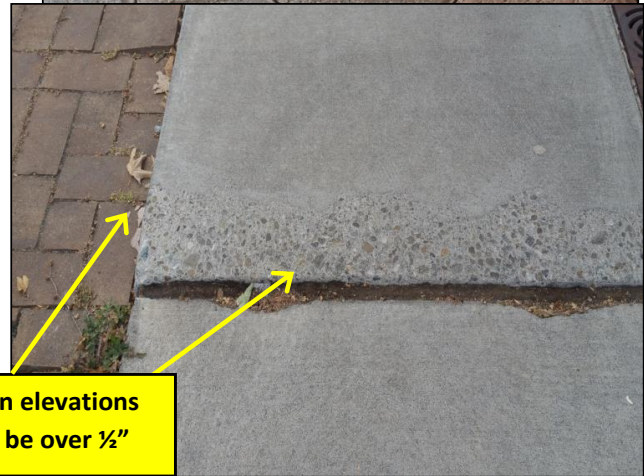


Police Department
1480 Main Street, St. Helena CA

Location: Police Department – Path to Entrance
Date of Assessment: June 2016

Findings: Slope is greater than 2% and changes in level are greater than ½” difference.
Recommendation: Remove and replace pathways to meet 2% cross slopes and tripping hazards per ADAAG 4.3.

Estimated Construction Cost: \$10,000
Priority: 1

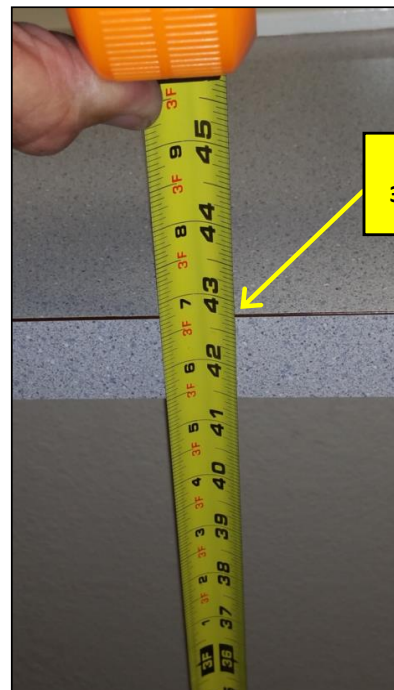


Changes in elevations
shall not be over ½”

Location: Police Department – Public Counter
Date of Assessment: June 2016

Findings: Lack of forward approach, counter height is not accessible (no section of the counter allows for knee and toe space for accessibility).
Recommendation: Provide a counter space for accessibility per CBC 11B-904.4.2.

Estimated Construction Cost: \$7,000
Priority: 2



Greater than
34” above floor

Police Department (continue)
1480 Main Street, St. Helena CA

Location: Police Department – Entrance
Date of Assessment: June 2016

Findings: Threshold at entrance is higher than exterior and interior by more than ½” maximum.

Recommendation: Change threshold at opening to minimize difference to less than ½” per per CBC 11B-404.2.5.

Estimated Construction Cost: \$1,000
Priority: 1



Fire Station (aka Fire Hall)
1480 Main Street, St. Helena, CA

Location: Fire Station – Path to Entrance

Date of Assessment: June 2016

Findings: Detectable warning systems on curb ramps not installed, slope exceeds 2%, ramps are too steep and landings are not level.

Recommendation: Remove and replace areas at path of travel and curb ramps to meet accessibility per ADAAG 4.29, 4.7 and 4.8.

Estimated Construction Cost: \$27,000

Priority: 1



Location: Fire Station –Parking Lot

Date of Assessment: June 2016

Findings: Missing accessible parking signs and parking spaces do not meet dimension and striping requirements.

Recommendation: Re-paint accessible parking spaces and install required signs per ADAAG 4.6.

Estimated Construction Cost: \$1,800

Priority: 1



Fire Station (aka Fire Hall) (continued)
1480 Main Street, St. Helena, CA

Location: Fire Station – Museum

Date of Assessment: June 2016

Findings: Reach range of accessories are not accessible, No exit sign and walkway width is too narrow, gates missing 10" bottom kick plate, kitchen sink should be accessible.

Recommendation: Readjust accessories to meet reach ranges, install exit signs, provide accessible pathway, install kick plate and provide accessible sink per ADAAG 4.2 and CBC 1133A.

Estimated Construction Cost: \$2,300

Priority: 2



Location: Fire Station – Restroom

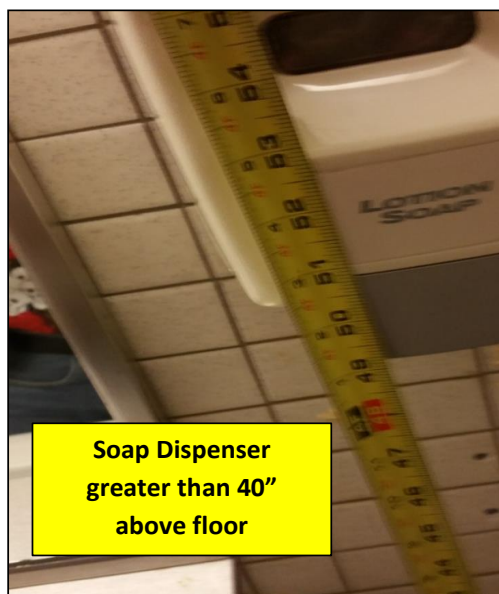
Date of Assessment: June 2016

Findings: Bathroom accessories are not accessible (above 40"), water closet is more than 18" from side wall, exterior sign does not meet ADA requirements.

Recommendation: Lower accessories so they are within reach ranges, relocate water closet to within 18" of side wall, replace toilet seat per CBC 11B-604.2, 11B-605.5.

Estimated Construction Cost: \$4,100

Priority: 2



Oak Avenue Public Parking Lot
1240 Oak Street, St. Helena, CA

Location: Oak Ave Parking –Parking Lot
Date of Assessment: June 2016

Findings: Missing accessible and unauthorized parking signs and parking spaces do not meet dimension, striping requirements, and loading aisle.

Recommendation: Re-paint accessible parking spaces and install required signs per ADAAG 4.6 and CBC 11B-502.

Estimated Construction Cost: \$3,100

Priority: 1



Public Library
1492 Library Lane, St. Helena, CA

Location: Public Library –Parking Lot
Date of Assessment: June 2016

Findings: Unauthorized parking sign is incomplete, parking space do not meet ADA requirements in paint, walkway is not accessible from parking space, ramp is missing detectable warning, slope issues, need tire stoppers to prevent vehicles protruding into sidewalk pathway.

Recommendation: Re-paint accessible parking spaces, install required signs and provide accessible route to sidewalk per ADAAG 4.2, 4.6 and CBC 11B-502.

Estimated Construction Cost: \$14,000
Priority: 1



Public Library (continued)
1492 Library Lane, St. Helena, CA

Location: Public Library – Path of Travel
Date of Assessment: June 2016

Findings: Path of travel shows cross slopes greater than 2% with changes in level exceeding 1/2", landing in front of book/audio/visual return bin is not level, and the opening for the return bin is out of reach range.

Recommendation: Remove and replace areas at path of travel to meet accessibility, provide bin that meet reach ranges per ADAAG 4.7 and CBC 11B-406.5 and 11B308.3.2.

Estimated Construction Cost: \$10,500
Priority: 1



Location: Public Library – Table Area
Date of Assessment: June 2016

Findings: There is no accessibility space at the table and work space area.

Recommendation: Provide accessible work space that complies with CBC 11B-902.4.

Estimated Construction Cost: \$500
Priority: 3



Public Library (continued)
1492 Library Lane, St. Helena, CA

Location: Public Library – Men's Restroom
Date of Assessment: June 2016

Findings: Water closet is greater than 18" from wall, fire alarm near restroom is higher than 48" above floor.

Recommendation: Relocate water closet per CBC 11B-604.2 and adjust fire alarm within 42" min. and 48" max per CBC 11B-308.1.1.

Estimated Construction Cost: \$1,500
Priority: 2



Location: Public Library – Women's Restroom
Date of Assessment: June 2016

Findings: Part of the sign is missing outside of restroom, Water closet is greater than 18" from wall, sink and light switch are out of reach range.

Recommendation: Relocate water closet per CBC 11B-604.2 and provide accessible reach ranges per CBC 11B-604.2, 11B-606, adjust electrical outlets and switches per CBC 11B-308.1.1.

Estimated Construction Cost: \$3,000
Priority: 2

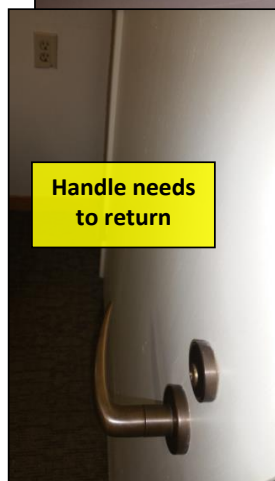
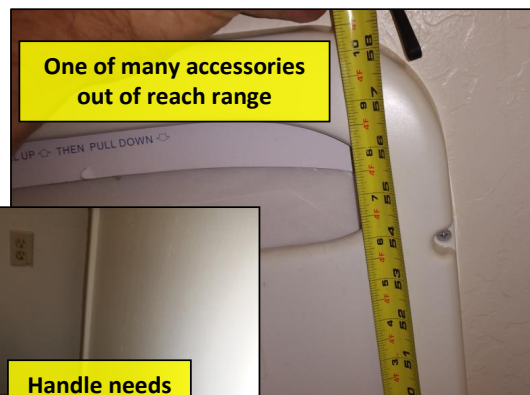


Location: Public Library – Unisex Restroom
Date of Assessment: June 2016

Findings: Water closet is greater than 18" from wall, sink and accessories are out of reach ranges, door hardware does not return to 1/2" of door, Exit signs are not illuminated.

Recommendation: Relocate water closet per CBC 11B-604.2 and provide accessible reach ranges per CBC 11B-604.2, 11B-606, Exit signs to be illuminated per CBC 1011.3.

Estimated Construction Cost: \$3,000
Priority: 2



Carnegie Building
1360 Oak Ave, St. Helena, CA

Location: Carnegie Building – Pathway to Entrance

Date of Assessment: June 2016

Findings: Curb ramps need level landing, post signs to show accessible entrance, change in elevation is greater than $\frac{1}{2}$ ".

Recommendation: Upgrade per ADAAG 4.3, 4.7 and 4.8.

Estimated Construction Cost: \$16,000

Priority: 1



Location: Carnegie Building – Handrails

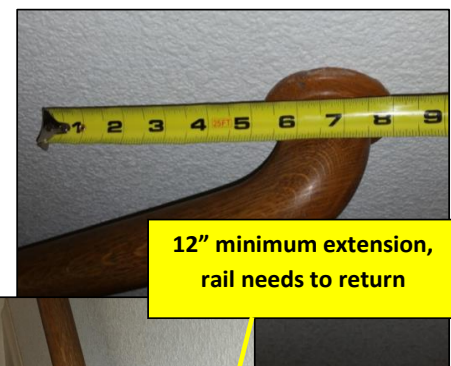
Date of Assessment: June 2016

Findings: Handrails do not extend past the top and bottom of stairs and there is no return.

Recommendation: Upgrade per CBC 11B-505.10.2.

Estimated Construction Cost: \$1,500

Priority: 2



Teen Center
1574 Railroad Ave, St. Helena, CA

Location: Teen Center – Path to Entrance
Date of Assessment: June 2016

Findings: Curb ramps missing detectable warning system, path is less than 48" wide, exterior stairs is missing stripes on treads.

Recommendation: Upgrade per CBC 11B-403.5.4 and 11B-504.2.

Estimated Construction Cost: \$21,000
Priority: 1

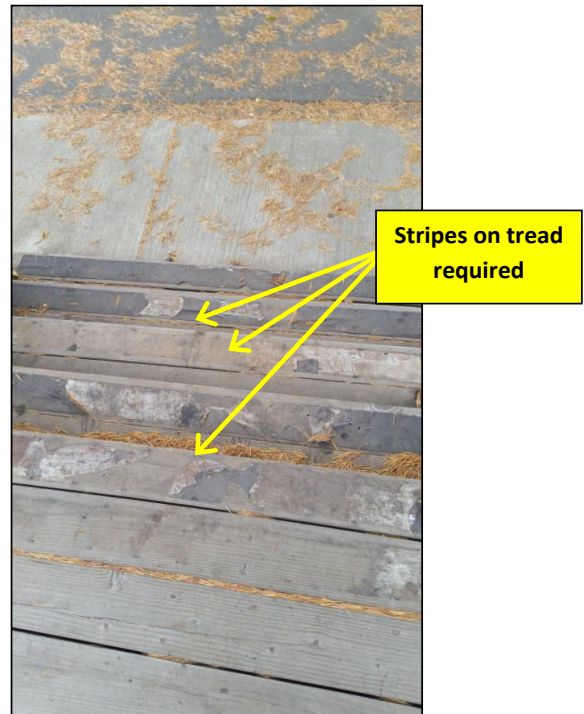


Location: Teen Center –Parking Area
Date of Assessment: June 2016

Findings: Accessible parking is too narrow, there is no parking bumper or signage.

Recommendation: Upgrade per ADAAG 4.6 and CBC 11B-502.

Estimated Construction Cost: \$1,000
Priority: 1



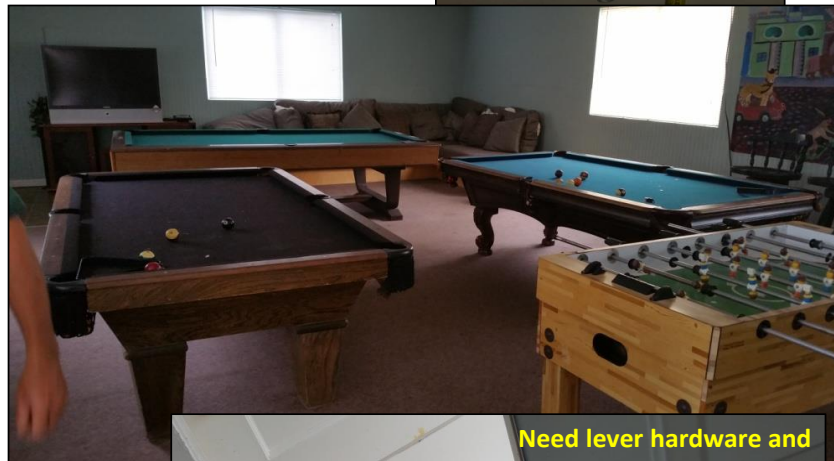
Teen Center (continued)
1574 Railroad Ave, St. Helena, CA

Location: Teen Center – General Building
Date of Assessment: June 2016

Findings: Fire extinguisher is mounted higher than reach range (48" max.), inaccessible aisle amongst tables, provide lever handle at door.

Recommendation: Upgrade for accessibility per ADAAG 4.2, 4.3 and CBC 11B-309.4

Estimated Construction Cost: \$1,500
Priority: 3



Teen Center (continued)
1574 Railroad Ave, St. Helena, CA

Location: Teen Center – Handrails
Date of Assessment: June 2016

Findings: Missing protection on handrails to prevent passing through opening.
Recommendation: Upgrade per ADAAG 4.9

Estimated Construction Cost: \$1,500
Priority: 3



Location: Teen Center – Doors
Date of Assessment: June 2016

Findings: Threshold for doors are higher than ½" difference.
Recommendation: Upgrade per ADAAG 4.24

Estimated Construction Cost: \$1,000
Priority: 1



Head Start
360 Crane Ave, St. Helena, CA

Location: Head Start – Sink Area

Date of Assessment: June 2016

Findings: No clearance under sink

Recommendation: Upgrade per ADAAG 4.24

Estimated Construction Cost: \$2,000

Priority: 3



Location: Head Start – Restrooms

Date of Assessment: June 2016

Findings: Access into restroom, water closet, door hardware and clearance are not ADA compliant.

Recommendation: Upgrade per ADAAG 4.23

Estimated Construction Cost: \$25,000-\$40,000

Priority: 1



Head Start (continued)
360 Crane Ave, St. Helena, CA

Location: Head Start – Doors
Date of Assessment: June 2016

Findings: Lever door handles don't return to ½" of the door and there are no exit signs.

Recommendation: Upgrade per ADAAG 4.24

Estimated Construction Cost: \$1,000
Priority: 1



Location: Head Start – General Building
Date of Assessment: June 2016

Findings: Kitchen sink does not have clear floor space or the proper height and sink, missing exit signs at entrances, blocked exit doors.

Recommendation: Upgrade per ADAAG 4.24 and CBC 11B-1011.1 and 11B-804.4

Estimated Construction Cost: \$1,000
Priority: 2/3



Head Start (continued)
360 Crane Ave, St. Helena, CA

Location: Head Start – Fire Extinguisher and Alarm

Date of Assessment: June 2016

Findings: Fire pull alarm and fire extinguisher are higher than 48" (reach range)

Recommendation: Upgrade per ADAAG 4.2 and 4.28.

Estimated Construction Cost: \$1,000

Priority: 3



Location: Head Start –Parking Lot

Date of Assessment: June 2016

Findings: Non-compliant accessible parking.

Recommendation: Provide accessible parking space per ADAAG 4.6

Estimated Construction Cost: \$2,100

Priority: 1



Silverado Museum
1490 Library Lane, St. Helena, CA

Location: Silverado Museum – Accessible Parking

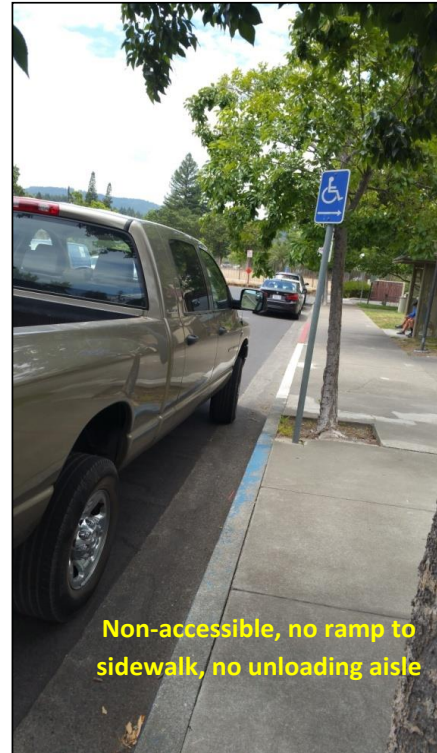
Date of Assessment: June 2016

Findings: Street accessible parking space has no sidewalk access or unloading aisle

Recommendation: Upgrade per ADAAG 4.3 and 4.6

Estimated Construction Cost: \$15,000

Priority: 1



Location: Silverado Museum – Doors

Date of Assessment: June 2016

Findings: All doors shall have lever type hardware and return to within ½" of door.

Recommendation: Upgrade per ADAAG 4.13 and CBC 11B-309.4.

Estimated Construction Cost: \$1,000

Priority: 1

Crane Park
360 Crane Avenue, St. Helena, CA

Location: Crane Park –Parking Lot

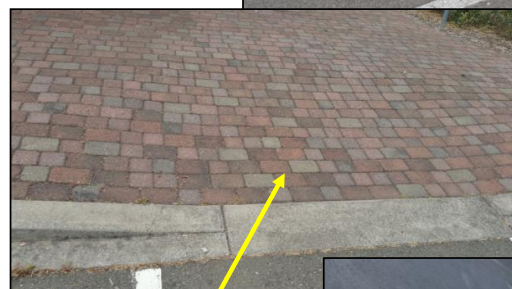
Date of Assessment: June 2016

Findings: Accessible parking is missing sign, striping and clearance requirements for van aisle, curb ramp is not ADA compliant.

Recommendation: Upgrade per ADAAG 4.3, 4.6 and 4.7

Estimated Construction Cost: \$11,600

Priority: 1



Location: Crane Park – Path of Travel

Date of Assessment: June 2016

Findings: No detectable warning signs, changes in elevation greater than 1/2" and slope greater than 2%.

Recommendation: Upgrade per ADAAG 4.3, 4.7 and 4.8

Estimated Construction Cost: \$20,000

Priority: 1

Crane Park (continued)
360 Crane Avenue, St. Helena, CA

Location: Crane Park – Court Sports
Date of Assessment: June 2016

Findings: Lacking at least one accessible route to connect both sides of the court, gate requires 10" kick plate, gate must be accessible

Recommendation: Upgrade per ADAAG 4.3 and CBC 1008.2

Estimated Construction Cost: \$15,000
Priority: 1/2



Location: Crane Park – Drinking Fountains
Date of Assessment: June 2016

Findings: Drinking fountains require a high and low fountain

Recommendation: Install or upgrade a minimum of two drinking fountains per CBC 11B-211 and ADAAG 4.15

Estimated Construction Cost: \$8,000
Priority: 3



Crane Park (continued)
360 Crane Avenue, St. Helena, CA

Location: Crane Park – Stadium, Grandstand, Field area

Date of Assessment: June 2016

Findings: No accessible routes to playing field, grandstand or snack bar, changes in elevation exceed ½" in height, no accessible entrance or seating at grandstand or tables, snack bar does not have accessible transaction counter

Recommendation: Provide accessible route and designate space per ADAAG 4.3, 4.8 and CBC 11B-206.2

Estimated Construction Cost: \$25,000

Priority: 1/2



Location: Crane Park – Stairs

Date of Assessment: June 2016

Findings: Handrails at bleachers do not extend top and bottom and/or return to self or wall, landing in front of stairs not accessible

Recommendation: Provide accessible rails at stairs, install ramp or fix slopes for accessibility per ADAAG 4.3 and 4.8 and CBC 11B-505

Estimated Construction Cost: \$5,000

Priority: 2



St. Helena Skate Park (inside Crane Park)
360 Crane Avenue, St. Helena, CA

Location: Skate Park – Entry Gate
Date of Assessment: June 2016

Findings: Gate hardware is not accessible and bottom 10" is missing solid surface (kick plate)
Recommendation: Provide accessible entry door per CBC 1008.2 and ADAAG 4.13

Estimated Construction Cost: \$500
Priority: 1



Location: Skate Park – Drinking Fountain
Date of Assessment: June 2016

Findings: Drinking fountains require a high and low fountain
Recommendation: Install or upgrade a minimum of two drinking fountains per CBC 11B-211 and ADAAG 4.15

Estimated Construction Cost: \$8,000
Priority: 3



St. Helena Skate Park (inside Crane Park)
360 Crane Avenue, St. Helena, CA

Location: Skate Park – Paths of Travel

Date of Assessment: June 2016

Findings: Changes in elevation exceed ½" and slope exceeds 2%

Recommendation: Upgrade per ADAAG 4.3

Estimated Construction Cost: \$25,000

Priority: 1



Location: Skate Park –Parking Lot

Date of Assessment: June 2016

Findings: Incorrectly signed and sized accessible parking, markings are not compliant

Recommendation: Upgrade parking spaces per ADAAG 4.6

Estimated Construction Cost: \$3,100

Priority: 2



St. Helena Skate Park (inside Crane Park)
360 Crane Avenue, St. Helena, CA

Location: Skate Park – East Restrooms

Date of Assessment: June 2016

Findings: Missing exterior signage, fixtures are outside of reach ranges and height for both men's and women's restrooms.

Recommendation: Upgrade per ADAAG 4.23

Estimated Construction Cost: \$5,000

Priority: 2



Location: Skate Park – Play and Picnic Areas

Date of Assessment: June 2016

Findings: No accessible paths to play and picnic areas, no accessible designated area at tables, path of travel has changes in elevation of more than 1/2".

Recommendation: Upgrade access paths and provide designated accessible area per CBC 11B-206.2.17, 11B-303 and ADAAG 4.3

Estimated Construction Cost: \$25,000

Priority: 2/3



No access paths



No access paths or designated ADA space

Stephen McCullagh Park
1752 Crinella Drive, St. Helena, CA

Location: McCullagh Park – Entry Gate

Date of Assessment: June 2016

Findings: Gate hardware is not accessible and bottom 10” kick plate is missing

Recommendation: Upgrade per CBC 1008.2 and ADAAG 4.13

Estimated Construction Cost: \$1,000

Priority: 1



Location: McCullagh Park – Play Areas

Date of Assessment: June 2016

Findings: No accessible paths to play areas

Recommendation: Upgrade access paths per CBC 11B-206.2.17 and ADAAG 4.3

Estimated Construction Cost: \$25,000

Priority: 1/2



Baldwin Park
Near 1600 Spring Street, St. Helena, CA

Location: Baldwin Park – Amenities

Date of Assessment: June 2016

Findings: No accessible drinking fountains, accessibility to picnic tables and benches

Recommendation: Install or upgrade a minimum of two drinking fountains per CBC11B-211.2 and ADAAG 4.15 and provide access to and designated space at tables and benches per ADAAG 4.30, 4.32 and 4.37.

Estimated Construction Cost: \$25,000

Priority: 3



Mary Fryer Park
1597 Mitchell Street, St. Helena, CA

Location: Mary Fryer Park – Entrance and Path

Date of Assessment: June 2016

Findings: No signage indicating park, Bridge does not provide for a stable and even surface

Recommendation: Install signage per ADAAG 4.30, ensure all paths of travel are stable, including bridges-upgrade per ADAAG 4.3

Estimated Construction Cost:

\$10,000-\$20,000

Priority: 2



Location: Mary Fryer Park – Amenities

Date of Assessment: June 2016

Findings: No accessible drinking fountains or accessible paths to picnic and play areas

Recommendation: Install or upgrade a minimum of two drinking fountains per CBC 11B-211.2 and ADAAG 4.15, Upgrade access paths and play equipment per CBC 11B-206.2.17 and ADAAG 4.3

Estimated Construction Cost: \$30,000

Priority: 1/3



Wappo Park
201 Pope Street, St. Helena, CA

Location: Wappo Park – Amenities

Date of Assessment: June 2016

Findings: No accessible drinking fountains or accessible seating space at picnic table area

Recommendation: Install or upgrade a minimum of two drinking fountains per CBC11B-211.2 and ADAAG 4.15

Estimated Construction Cost: \$25,000

Priority: 3



Location: Wappo Park – Parking Lot

Date of Assessment: June 2016

Findings: Non-accessible parking (signs and size)

Recommendation: Upgrade parking spaces per ADAAG 4.6

Estimated Construction Cost: \$3,100

Priority: 2



Jacob Meily Park
St. Helena, CA

Location: Meily Park – Signage
Date of Assessment: June 2016

Findings: Parking sign is incomplete;
 Restroom signs are missing from exterior door
Recommendation: Upgrade signage per
 ADAAG 4.6 and 4.1

Estimated Construction Cost: \$1,000
Priority: 2



Location: Meily Park – Drinking Fountain
Date of Assessment: June 2016

Findings: No accessible drinking fountains
Recommendation: Install or upgrade a
 minimum of two drinking fountains per CBC
 11B-211.2 and ADAAG 4.15

Estimated Construction Cost: \$10,000
Priority: 3



Jacob Meily Park (continue)
St. Helena, CA

Location: Meily Park – Bleachers and Play Area

Date of Assessment: June 2016

Findings: No accessible paths to bleachers and play areas

Recommendation: Provide accessible paths to bleachers and play equipment per CBC 11B-206.2.17 and ADAAG 4.3

Estimated Construction Cost: \$25,000

Priority: 1/2



Location: Meily Park – Sidewalk

Date of Assessment: June 2016

Findings: Overgrowth prohibits accessibility

Recommendation: Clear overgrowth to allow 48" path of travel per ADAAG 4.3

Estimated Construction Cost: \$500

Priority: 1



Mennen Park
1647 Voorhees Circle, St. Helena, CA

Location: Mennen Park – Path of Travel

Date of Assessment: June 2016

Findings: Entry walkway has slope greater than 5%, changes in elevation are greater than ½” and there is no accessible path to picnic area

Recommendation: Convert entry walkway to ramp and upgrade paths to ensure accessibility per ADAAG 4.3

Estimated Construction Cost: \$25,000

Priority: 2



Location: Mennen Park – Drinking Fountain

Date of Assessment: June 2016

Findings: No accessible drinking fountains

Recommendation: Install or upgrade a minimum of two drinking fountains per CBC 11B-211.2 and ADAAG 4.15

Estimated Construction Cost: \$5,000

Priority: 3



St. Helena High School (Vintage Hall)
1401 Grayson Avenue, St. Helena, CA

Location: Vintage Hall –Ground Floor Elevator

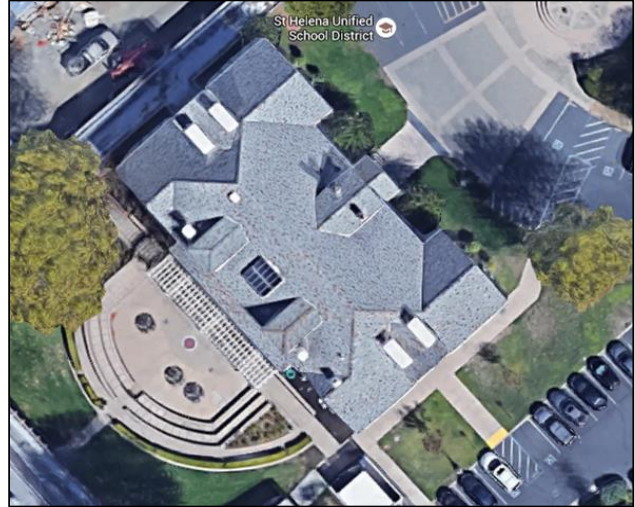
Date of Assessment: June 2016

Findings: At Elevator, door jam on the ground floor does not have a star on the door jams – see requirement shown.

Recommendation: Upgrade signs at door jams per CBC 11B-407.2.3.1 and ADAAG 4.13

Estimated Construction Cost: \$300

Priority: 3



407 Elevators

407.2.3 Hoistway Signs. Signs at elevator hoistways shall comply with 407.2.3. **407.2.3.1 Floor Designation.** Floor designations complying with 703.2 and 703.4.1 shall be provided on both jambs of elevator hoistway entrances. Floor designations shall be provided in both *tactile characters* and braille. *Tactile characters* shall be 2 inches (51 mm) high minimum. A *tactile star* shall be provided on both jambs at the main entry level.

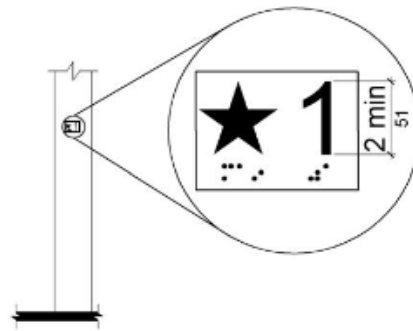


Figure 407.2.3.1 Floor Designations on Jambs of Elevator Hoistway Entrances

Lyman Park
1498 Main Street, St. Helena, CA

Location: Lyman Park – Amenities

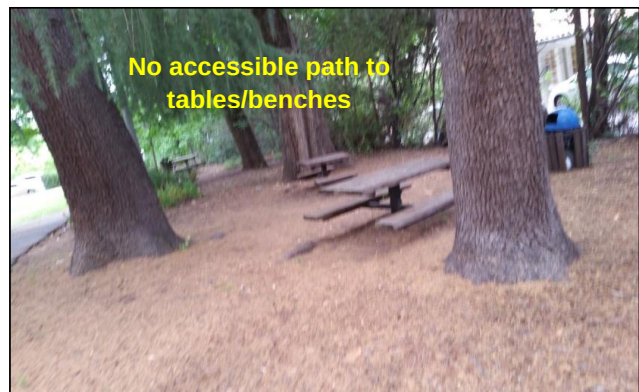
Date of Assessment: June 2016

Findings: No accessible drinking fountains or accessible paths to picnic area, benches and play area

Recommendation: Install or upgrade a minimum of two drinking fountains per CBC 11B-211.2 and ADAAG 4.15, provide accessible paths to amenities per CBC 11B-206.2.17 and ADAAG 4.3

Estimated Construction Cost: \$30,000

Priority: 1/3



Lyman Park (continued)
1498 Main Street, St. Helena, CA

Location: Lyman Park –Restrooms
Date of Assessment: June 2016

Findings: Missing signage, handles are not in compliance on both men's and women's restrooms.

Recommendation: Provide accessibility per ADAAG 4.23

Estimated Construction Cost: \$5,000
Priority: 1



Lewis Station
Near 1100 Church Street, St. Helena, CA

Location: Lewis Station – Path of Travel
Date of Assessment: June 2016

Findings: Non-accessible path , changes in elevation are more than 1/2"
Recommendation: Upgrade paths per ADAAG 4.3

Estimated Construction Cost:
\$10,000-\$25,000
Priority: 1



Location: Lewis Station – Unisex Restroom
Date of Assessment: June 2016

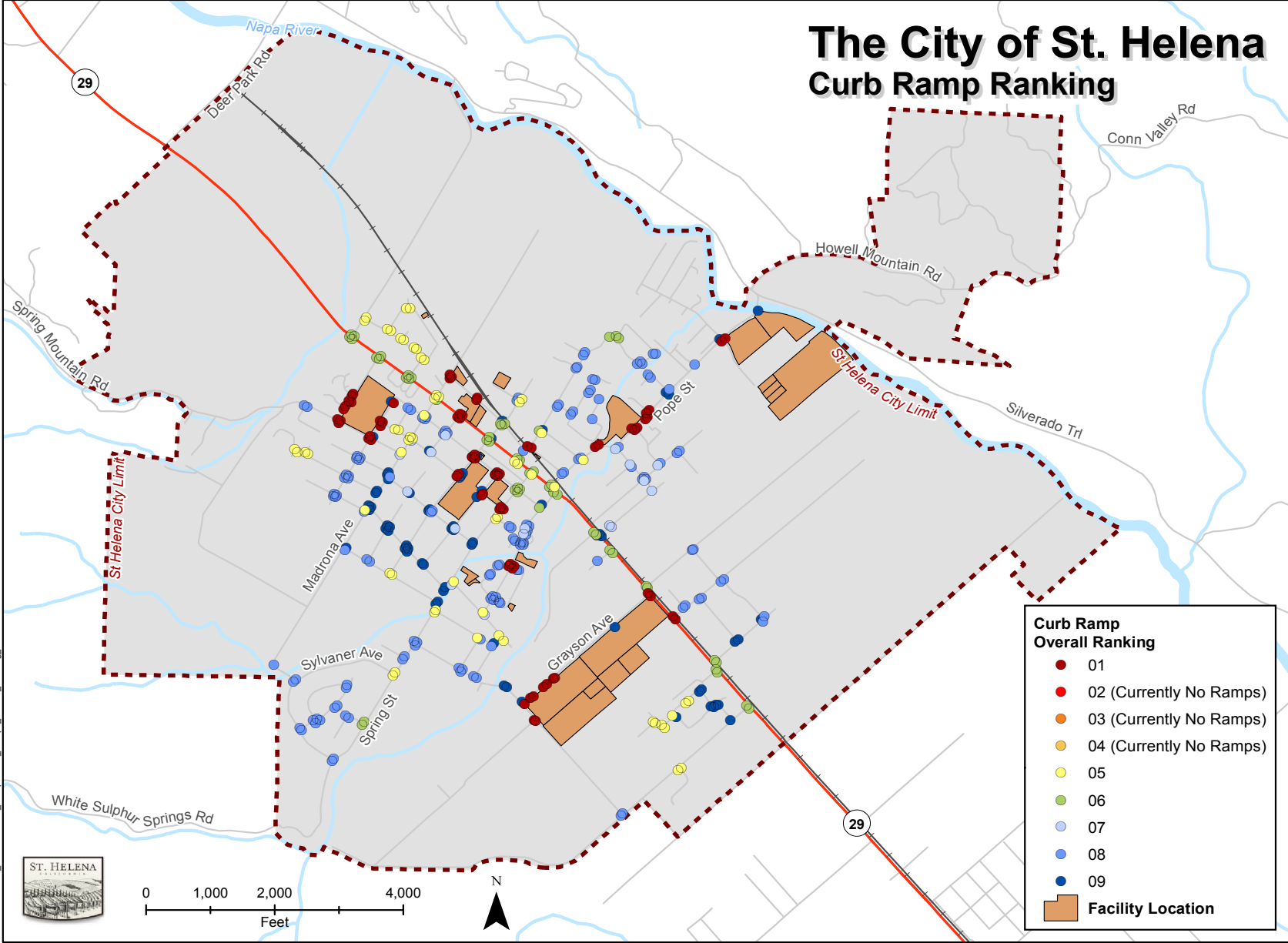
Findings: All fixtures and amenities in restroom are not compliant with reach ranges, drains and water piping are not wrapped
Recommendation: Upgrade restroom per ADAAG 4.23

Estimated Construction Cost: \$2,000
Priority: 2



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Appendix H
Curb Ramp Map and Summary List



**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

SORTED BY INTERSECTION NAME

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
298	MID202SE	Adams St	SE	Yes	Yes	No	No	No	Yes	Yes	Not a ramp, for disabled people loading and unloading.	P5	L2-a	09	
286	INT1S	Adams St & Allyn Ave	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
287	INT1E	Adams St & Allyn Ave	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
288	INT1N	Adams St & Allyn Ave	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
289	INT1W	Adams St & Allyn Ave	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
247	INT2N	Adams St & Hudson Ave	N	No	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P2	L4	05	\$ 5,600
248	INT2E	Adams St & Hudson Ave	E	No	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P2	L4	05	\$ 5,600
294	INT3W	Adams St & Kearney St	W	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
295	INT3N	Adams St & Kearney St	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
296	INT3E	Adams St & Kearney St	E	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	
297	INT3S	Adams St & Kearney St	S	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	
393	INT4E	Adams St & Library Ln	E	No	Yes	No	No	No	No	Yes	Vertical curb and gutter	P2	L5	05	\$ 5,600
394	INT4S	Adams St & Library Ln	S	No	Yes	No	No	No	No	Yes	Vertical curb and gutter	P2	L5	05	\$ 5,600
90	INT4W	Adams St & Library Ln	W	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
91	INT4N	Adams St & Library Ln	N	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L5	08	\$ 1,100
92	INT5N	Adams St & Main St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
120	INT5SW	Adams St & Main St	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
121	INT5S	Adams St & Main St	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
93	INT5E	Adams St & Main St	E	Yes	Yes	No	No	No	Yes	Yes		P5	L3	09	
299	INT7S2	Adams St & Oak Ave	S2	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
300	INT7S1	Adams St & Oak Ave	S1	Yes	Yes	Yes	No	No	No	Yes		P1	L2-a	01	\$ 1,100
302	INT7N	Adams St & Oak Ave	N	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter	P1	L2-a	01	\$ 1,100
303	INT7W1	Adams St & Oak Ave	W1	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
304	INT7W2	Adams St & Oak Ave	W2	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
301	INT7E	Adams St & Oak Ave	E	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
86	INT8SW	Adams St & Railroad Ave	SW	Yes	Yes	Yes	Yes	No	No	Yes		P4-a	L3	06	\$ 1,100
87	INT8S	Adams St & Railroad Ave	S	Yes	Yes	Yes	Yes	No	No	Yes		P4-a	L3	06	\$ 1,100
88	INT8SE	Adams St & Railroad Ave	SE	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L3	06	\$ 1,100
89	INT8N	Adams St & Railroad Ave	N	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L3	09	
292	INT9E	Adams St & Stockton St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
293	INT9SE	Adams St & Stockton St	SE	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
290	INT9W	Adams St & Stockton St	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
291	INT9N	Adams St & Stockton St	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
8	INT13W	Allison Ave & Brown St	W	Yes	Yes	Yes	No	Yes	No	Yes	Telephone pole obstructing	P3	L4	07	\$ 5,600
9	INT13S	Allison Ave & Brown St	S	Yes	Yes	Yes	No	No	No	Yes	Displacement at gutter	P4-a	L4	08	\$ 1,100
1	INT14W	Allison Ave & Charter Oak Ave	W	Yes	No	Yes	Yes	Yes	No	Yes	SNS and telephone pole obstructing. No other ramps in	P3	L4	07	\$ 5,600
7	INT15S	Allison Ave & Mccorkle Ave	S	Yes	Yes	No	Yes	Yes	No	Yes	Telephone pole/SNS pole Obstructing	P3	L4	07	\$ 5,600
4	INT15E	Allison Ave & Mccorkle Ave	E	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100
5	INT15N	Allison Ave & Mccorkle Ave	N	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100
6	INT15W	Allison Ave & Mccorkle Ave	W	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 3,500
11	INT16S	Allison Ave & Pope St	S	Yes	Yes	No	No	Yes	No	Yes	Telephone pole obstructing	P3	L4	07	\$ 5,600
10	INT16E	Allison Ave & Pope St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
275	INT17S	Allyn Ave & Madrona Ave	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
276	INT17E	Allyn Ave & Madrona Ave	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
277	INT17N	Allyn Ave & Madrona Ave	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
370	INT18S	Allyn Ave & Pine St	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
371	INT18E	Allyn Ave & Pine St	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
372	INT18N	Allyn Ave & Pine St	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
373	INT18SW	Allyn Ave & Pine St	SW	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
223	INT19W	Allyn Ave & Spring St	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
224	INT19N	Allyn Ave & Spring St	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
357	INT20N	Allyn Ave & Tainter St	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
358	INT20E	Allyn Ave & Tainter St	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
361	INT21N	Andrea Ave & Kearney St	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
362	INT21E	Andrea Ave & Kearney St	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
359	INT22S	Andrea Ave & Oak Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
360	INT22W	Andrea Ave & Oak Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
172	INT23E	Arrowhead Dr & Sulphur Springs Ave	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
173	INT23S	Arrowhead Dr & Sulphur Springs Ave	S	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
216	INT27W	Birch St & Hudson Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
215	INT27N	Birch St & Hudson Ave	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
217	INT28NW	Birch St & N Crane Ave	NW	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
218	INT28S	Birch St & N Crane Ave	S	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
205	INT29N	Birch St & Valley View St	N	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 1,100
206	INT29E	Birch St & Valley View St	E	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 1,100
237	INT189W	Chablis Cir & Chablis Ct & Pinot Way	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
238	INT189N	Chablis Cir & Chablis Ct & Pinot Way	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
239	INT189S	Chablis Cir & Chablis Ct & Pinot Way	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
240	INT189E	Chablis Cir & Chablis Ct & Pinot Way	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
243	INT31W	Chablis Cir & Pinot Way	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
244	INT31N	Chablis Cir & Pinot Way	N	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 1,100
245	INT32S	Chardonnay Way & Colombar Ct	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
246	INT32W	Chardonnay Way & Colombar Ct	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
241	INT33E	Chardonnay Way & Pinot Way	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
242	INT33S	Chardonnay Way & Pinot Way	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
231	INT34W	Chardonnay Way & Spring St	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
232	INT34N	Chardonnay Way & Spring St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
2	MID207NW	Charter Oak Ave	NW	Yes	Yes	No	No	Yes	Yes	Yes	Pedestrian sign/pole obstructing	P3	L4	07	\$ 5,600
3	MID207SE	Charter Oak Ave	SE	Yes	Yes	No	No	Yes	Yes	Yes	Pedestrian sign/pole obstructing	P3	L4	07	\$ 5,600

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
110	INT35S	Charter Oak Ave & Main St	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
111	INT35W	Charter Oak Ave & Main St	W	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L3	06	\$ 1,100
107	INT36E	Charter Oak Ave & Main St	E	Yes	Yes	No	No	No	Yes	No		P5	L3	09	
108	INT36W	Charter Oak Ave & Main St	W	Yes	Yes	No	No	No	Yes	Yes		P5	L3	09	
109	INT36N	Charter Oak Ave & Main St	N	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L3	09	
55	MID217SW	Chiles Ave	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
56	MID217S	Chiles Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
53	INT37N	Chiles Ave & June Ln	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
54	INT37W	Chiles Ave & June Ln	W	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
19	INT38W	Chiles Ave & Pope St	W	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
20	INT38N	Chiles Ave & Pope St	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
57	INT39E	Chiles Ave & Signorelli Cir	E	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
58	INT39S	Chiles Ave & Signorelli Cir	S	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
137	INT41N	Christine Ct & Park St	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
138	INT41E	Christine Ct & Park St	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
64	INT42E	Church St & Hunt Ave	E	Yes	Yes	No	No	Yes	No	Yes	Telephone pole obstructing	P1	L2-a	01	\$ 5,600
66	INT42W	Church St & Hunt Ave	W	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
23	INT43N	Church St & Pope St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
24	INT43W	Church St & Pope St	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
33	INT190S	College Ave & Paseo Grand Dr & Pope St	S	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
35	INT190E	College Ave & Paseo Grand Dr & Pope St	E	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
34	INT190W	College Ave & Paseo Grand Dr & Pope St	W	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L2-a	09	
195	INT45E	Crane Ave & Grayson Ave	E	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
194	INT45N	Crane Ave & Grayson Ave	N	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L2-a	09	
174	INT46W	Crane Ave & Sulphur Springs Ave	W	No	No	No	No	No	No	No		P4-a	L4	08	\$ 1,100
175	INT46N	Crane Ave & Sulphur Springs Ave	N	No	No	No	No	No	No	No		P4-a	L4	08	\$ 1,100
192	INT47S	Crane Ave & Vallejo St	S	No	No	No	No	No	No	No		P1	L2-a	01	

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
193	INT47W	Crane Ave & Vallejo St	W	No	No	No	No	No	No	No	Existing sidewalk appears private (3'wide)	P1	L2-a	01	
203	INT48N	Crane Ave & Valley View St	N	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L5	09	
204	INT48E	Crane Ave & Valley View St	E	Yes	Yes	No	No	No	Yes	Partial	Right side of sidewalk missing	P5	L5	09	
150	INT191N	Crinella Dr & Main St & Saint Andrews Ct	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
151	INT191E	Crinella Dr & Main St & Saint Andrews Ct	E	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
152	INT191W	Crinella Dr & Main St & Saint Andrews Ct	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
153	INT191S	Crinella Dr & Main St & Saint Andrews Ct	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
131	INT50W	Crinella Dr & Park St	W	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
132	INT50S	Crinella Dr & Park St	S	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
135	INT49E	Crinella Dr & Park St	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
136	INT49N	Crinella Dr & Park St	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
133	INT51NW	Crinella Dr & Voelker Ct	NW	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
134	INT51NE	Crinella Dr & Voelker Ct	NE	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
165	INT192W	Dahlia St & El Bonita Ave & La Quinta Way	W	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
164	INT192S	Dahlia St & El Bonita Ave & La Quinta Way	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
273	INT57S	Doris Ave & Vineyard Ave	S	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
274	INT57W	Doris Ave & Vineyard Ave	W	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
271	INT58N	Doris Ct & Vineyard Ave	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
272	INT58E	Doris Ct & Vineyard Ave	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
82	INT59W	Dowdell Ln & Fountain St	W	No	No	No	No	No	No	No	Curb cuts in place for ramp	P4-a	L5	08	\$ 1,100
83	INT59N	Dowdell Ln & Fountain St	N	No	No	No	No	No	No	No	Curb cuts in place for ramp	P4-a	L5	08	\$ 1,100
71	INT61E	Dowdell Ln & La Fata St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
72	INT60SE	Dowdell Ln & La Fata St	SE	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
84	INT62E	Dowdell Ln & Main St	E	No	No	No	No	No	No	No		P1	L2-a	01	
85	INT62N	Dowdell Ln & Main St	N	No	No	No	No	No	No	No		P1	L2-a	01	
80	INT63SE	Dowdell Ln & McCormick St	SE	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
81	INT63S	Dowdell Ln & McCormick St	S	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L5	08	\$ 1,100

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
62	INT68SE	Edwards St & Hunt Ave	SE	Yes	Yes	No	No	Yes	No	Yes	Telephone pole obstructing	P3	L3	05	\$ 5,600
63	INT68W	Edwards St & Hunt Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
61	INT68E	Edwards St & Hunt Ave	E	Yes	Yes	No	No	No	Yes	Yes		P5	L3	09	
395	INT69E	Edwards St & Pope St	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
21	INT69N	Edwards St & Pope St	N	Yes	Yes	No	Yes	No	No	Yes		P4-a	L4	08	\$ 1,100
22	INT69W	Edwards St & Pope St	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
166	INT70E	El Bonita Ave & El Bonita Ct	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
167	INT70S	El Bonita Ave & El Bonita Ct	S	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
101	INT71S	El Bonita Ave & Main St	S	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L3	06	\$ 1,100
102	INT71W	El Bonita Ave & Main St	W	Yes	Yes	Yes	Yes	No	No	Partial	Tree roots have lifted ramp Left side of sidealk is missing	P4-a	L3	06	\$ 1,100
162	INT72S	El Bonita Ave & Rosebud Ln	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
163	INT72E	El Bonita Ave & Rosebud Ln	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
178	MID199SE	Elmhurst Ave	SE	No	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 5,600
179	MID199NW	Elmhurst Ave	NW	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
176	INT73W	Elmhurst Ave & Granger Way	W	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
177	INT73N	Elmhurst Ave & Granger Way	N	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
147	INT74S	Elmhurst Ave & Main St	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
148	INT74SW	Elmhurst Ave & Main St	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
149	INT74E	Elmhurst Ave & Main St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
180	INT75W	Elmhurst Ave & Quail Ct	W	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
181	INT75N	Elmhurst Ave & Quail Ct	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
182	INT76N	Elmhurst Ave & Spring Mountain Rd	N	Yes	Yes	Yes	No	No	No	Yes		P1	L2-a	01	\$ 1,100
183	INT76E	Elmhurst Ave & Spring Mountain Rd	E	No	Yes	No	No	No	No	No		P1	L2-a	01	\$ 5,600
184	INT76SE	Elmhurst Ave & Spring Mountain Rd	SE	No	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 5,600
127	INT194N	Fulton Ln & Madrona Ave & Main St	N	Yes	Yes	No	Yes	Yes	No	Yes	Pedestrian button in ramp	P3	L3	05	\$ 5,600
128	INT194E	Fulton Ln & Madrona Ave & Main St	E	Yes	Yes	No	Yes	Yes	No	Yes	Telephone pole obstructing	P3	L3	05	\$ 5,600
130	INT194SW	Fulton Ln & Madrona Ave & Main St	SW	Yes	Yes	No	No	Yes	No	Yes	Signal pole obstructing	P3	L3	05	\$ 5,600

**CITY OF ST. HELENA
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UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
129	INT194S	Fulton Ln & Madrona Ave & Main St	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
124	INT78S	Fulton Ln & Railroad Ave	S	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
125	INT78E	Fulton Ln & Railroad Ave	E	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
126	INT78N	Fulton Ln & Railroad Ave	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
196	MID209SE	Grayson Ave	SE	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	
103	INT84W	Grayson Ave & Main St	W	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
104	INT84S	Grayson Ave & Main St	S	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
197	MID213E	Grayson Ave & Private Rd	E	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
198	MID213S	Grayson Ave & Private Rd	S	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
199	MID212E	Grayson Ave & Private Rd	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
200	MID211S	Grayson Ave & Private Rd	S	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
201	MID210E	Grayson Ave & Private Rd	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
202	MID210S	Grayson Ave & Private Rd	S	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
49	INT85SW	Grove Ct & Hunt Ave	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
50	INT85N	Grove Ct & Hunt Ave	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
37	INT86S	Harvest Ln & Starr Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
38	INT86W	Harvest Ln & Starr Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
328	INT87E	Hasty Ct & Saint James Dr	E	No	No	No	No	No	No	No		P4-a	L4	08	
329	INT87N	Hasty Ct & Saint James Dr	N	No	No	No	No	No	No	No		P4-a	L4	08	
139	INT88N	Henry Ct & Park St	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
140	INT88E	Henry Ct & Park St	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
363	INT89S	Hillview Pl & Kearney St	S	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
364	INT89E	Hillview Pl & Kearney St	E	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
365	INT89N	Hillview Pl & Kearney St	N	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
367	MID200NE	Hillview Pl & Private Rd	NE	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
366	MID200N	Hillview Pl & Private Rd	N	Yes	Yes	No	No	No	Yes	Partial	Right side of sidewalk missing	P5	L2-a	09	
255	INT91S	Hillview Pl & Scott St	S	No	No	No	No	No	No	No		P4-a	L4	08	

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UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
256	INT91W	Hillview Pl & Scott St	W	No	No	No	No	No	No	No		P4-a	L4	08	
257	INT91NW	Hillview Pl & Scott St	NW	No	No	No	No	No	No	No		P4-a	L4	08	
258	INT91E	Hillview Pl & Scott St	E	No	No	No	No	No	No	No		P4-a	L4	08	
267	INT92S	Hillview Pl & Spring Mountain Rd	S	No	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 5,600
269	INT92N	Hillview Pl & Spring Mountain Rd	N	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
270	INT92W	Hillview Pl & Spring Mountain Rd	W	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
268	INT92E	Hillview Pl & Spring Mountain Rd	E	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	\$ -
263	INT93N	Hillview Pl & Stockton St	N	No	No	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	
264	INT93SW	Hillview Pl & Stockton St	SW	No	No	No	No	No	No	No		P4-a	L4	08	
265	INT93E	Hillview Pl & Stockton St	E	No	No	No	No	No	No	No		P4-a	L4	08	
266	INT93S	Hillview Pl & Stockton St	S	No	No	No	No	No	No	No		P4-a	L4	08	
259	INT94SW	Hillview Pl & Vineyard Ave	SW	No	No	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	
260	INT94N	Hillview Pl & Vineyard Ave	N	No	No	No	No	No	No	No		P4-a	L4	08	
261	INT94E	Hillview Pl & Vineyard Ave	E	No	No	No	No	No	No	No		P4-a	L4	08	
262	INT94SE	Hillview Pl & Vineyard Ave	SE	No	No	No	No	No	No	No		P4-a	L4	08	
251	INT102SE	Hudson Ave & Madrona Ave	SE	No	No	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	
252	INT102E	Hudson Ave & Madrona Ave	E	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L4	09	
213	INT103W	Hudson Ave & Olive Ave	W	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
214	INT103S	Hudson Ave & Olive Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
249	INT104N	Hudson Ave & Pine St	N	No	No	No	No	No	No	No		P4-a	L4	08	
250	INT104E	Hudson Ave & Pine St	E	No	No	No	No	No	No	No		P4-a	L4	08	
227	INT105E	Hudson Ave & Spring St	E	No	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P2	L4	05	\$ 5,600
228	INT105S	Hudson Ave & Spring St	S	No	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P2	L4	05	\$ 5,600
225	INT106W	Hudson Ave & Spring St	W	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L4	09	
226	INT106N	Hudson Ave & Spring St	N	Yes	Yes	No	No	No	Yes	Partial	Right side of sidewalk missing	P5	L4	09	
51	INT107E	Hunt Ave & June Ln	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
52	INT107S	Hunt Ave & June Ln	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
96	INT108W	Hunt Ave & Main St	W	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb (no ramp) and light pole	P3	L3	05	\$ 5,600

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UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
97	INT108S	Hunt Ave & Main St	S	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb (no ramp) and city trash can	P3	L3	05	\$ 5,600
94	INT108E	Hunt Ave & Main St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
95	INT108N	Hunt Ave & Main St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
47	INT109SW	Hunt Ave & Monte Vista Ave	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
48	INT109N	Hunt Ave & Monte Vista Ave	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
65	INT110W	Hunt Ave & Railroad Ave	W	Yes	Yes	No	No	No	No	Yes	Concrete displacement at gutter/ramp	P4-a	L5	08	\$ 1,100
46	INT111S	Hunt Ave & Starr Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
313	INT112N	Kearney St & Madrona Ave	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
314	INT112SW	Kearney St & Madrona Ave	SW	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
315	INT112E	Kearney St & Madrona Ave	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
316	INT112S	Kearney St & Madrona Ave	S	Yes	Yes	Yes	No	Yes	No	Yes	Crosses into vertical curb and gutter	P3	L4	07	\$ 5,600
318	INT113E	Kearney St & Pine St	E	Yes	Yes	No	No	Yes	Yes	Yes	Telephone pole obstructing	P3	L4	07	\$ 5,600
317	INT113N	Kearney St & Pine St	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
323	INT114W	Kearney St & Spring St	W	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
324	INT114E	Kearney St & Spring St	E	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
325	INT114N	Kearney St & Spring St	N	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter	P1	L2-a	01	\$ 5,600
351	INT115E	Kearney St & Tainter St	E	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
352	INT115S	Kearney St & Tainter St	S	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 5,600
170	INT116S	Kennedy Ct & La Quinta Way	S	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
171	INT116W	Kennedy Ct & La Quinta Way	W	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
14	INT117S	Kidd Ranch Rd & Mccorkle Ave	S	No	No	No	No	No	No	No		P4-a	L4	08	
15	INT117E	Kidd Ranch Rd & Mccorkle Ave	E	No	No	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	
69	INT120S	La Fata St & Mills Ln	S	No	No	No	No	No	No	No		P4-a	L4	08	
70	INT120E	La Fata St & Mills Ln	E	No	No	No	No	No	No	No		P4-a	L4	08	
73	INT121N	La Fata St & Vintage Ave	N	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
79	INT121S	La Fata St & Vintage Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
74	INT121W	La Fata St & Vintage Ave	W	Yes	Yes	No	No	No	Yes	Yes		P5	L5	09	

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168	MID214SE	La Quinta Way	SE	No	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P2	L4	05	\$ 5,600
169	MID214NE	La Quinta Way	NE	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
312	INT124N	Madrona Ave & Oak Ave	N	No	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P2	L4	05	\$ 5,600
309	INT124SW	Madrona Ave & Oak Ave	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
310	INT124S	Madrona Ave & Oak Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
311	INT124E	Madrona Ave & Oak Ave	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
187	INT125E	Madrona Ave & Riesling Way	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
254	INT126NW	Madrona Ave & Scott St	NW	No	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P2	L4	05	\$ 5,600
253	INT126W	Madrona Ave & Scott St	W	No	No	No	No	No	No	No		P4-a	L4	08	
285	INT127N	Mountain Rd	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
284	INT127W	Madrona Ave & Spring Mountain Rd	W	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter	P3	L4	07	\$ 5,600
283	INT128E	Madrona Ave & Stockton St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
280	INT128S	Madrona Ave & Stockton St	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
281	INT129W	Madrona Ave & Stockton St	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
282	INT129NW	Madrona Ave & Stockton St	NW	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
278	INT130N	Madrona Ave & Vineyard Ave	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
279	INT130W	Madrona Ave & Vineyard Ave	W	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L4	09	
158	INT132NW	Magnolia Ave & Rosebud Ln	NW	Yes	Yes	No	No	No	Yes	Partial	Left side of sidewalk missing	P5	L4	09	
159	INT132E	Magnolia Ave & Rosebud Ln	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
160	INT131SE	Magnolia Ave & Rosebud Ln	SE	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
161	INT131SW	Magnolia Ave & Rosebud Ln	SW	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
67	INT134E	Main St & Mills Ln	E	No	No	No	No	No	No	No		P4-a	L3	06	
68	INT134NE	Main St & Mills Ln	NE	No	No	No	No	No	No	No		P4-a	L3	06	
112	INT135S	Main St & Mitchell Dr	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
113	INT135W	Main St & Mitchell Dr	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
154	INT195SW	Main St & Pine St & Unamed	SW	Yes	Yes	No	Yes	No	No	Yes		P1	L2-a	01	\$ 3,500
155	INT195S	Main St & Pine St & Unamed	S	Yes	Yes	Yes	No	No	No	Yes		P1	L2-a	01	\$ 3,500
156	INT195E	Main St & Pine St & Unamed	E	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
157	INT195N	Main St & Pine St & Unamed	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
114	INT136E	Main St & Pope St	E	Yes	Yes	No	No	Yes	No	Yes	SNS pole obstructing	P3	L3	05	\$ 5,600
115	INT136N	Main St & Pope St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
116	INT136W	Main St & Pope St	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
143	INT137E	Main St & Pratt Ave	E	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L3	06	\$ 1,100
144	INT137N	Main St & Pratt Ave	N	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L3	06	\$ 1,100
145	INT137S	Main St & Pratt Ave	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
146	INT137W	Main St & Pratt Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
118	INT139S	Main St & Spring St	S	Yes	Yes	Yes	No	Yes	No	Yes	SNS pole obstructing	P3	L3	05	\$ 5,600
117	INT139E	Main St & Spring St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
119	INT139SW	Main St & Spring St	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
98	INT140W	Main St & Sulphur Springs Ave	W	No	No	No	No	No	No	No		P4-a	L3	06	
99	INT140S	Main St & Sulphur Springs Ave	S	No	No	No	No	No	No	No		P4-a	L3	06	
105	INT141S	Main St & Vidovich Ave	S	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L3	06	\$ 1,100
106	INT141W	Main St & Vidovich Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
77	INT142E	Main St & Vintage Ave	E	No	No	No	No	No	No	No		P4-a	L3	06	
78	INT142NE	Main St & Vintage Ave	NE	No	No	No	No	No	No	No		P4-a	L3	06	
12	INT143W	Mariposa Ln & Mccorkle Ave	W	Yes	Yes	Yes	No	Yes	No	Yes	SNS pole obstructing. Pavement displaced at ramp.	P3	L4	07	\$ 5,600
13	INT143N	Mariposa Ln & Mccorkle Ave	N	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 3,500
16	INT144S	Mariposa Ln & Pope St	S	Yes	Yes	No	No	Yes	No	Yes	Pedestrian sign obstructing	P1	L2-a	01	\$ 5,600
17	INT144W	Mariposa Ln & Pope St	W	Yes	Yes	No	No	Yes	No	Yes	Pedestrian sign/telephone pole obstructing	P1	L2-a	01	\$ 5,600
18	INT144E	Mariposa Ln & Pope St	E	Yes	Yes	No	Yes	Yes	No	Yes	SNS pole obstructing	P1	L2-a	01	\$ 5,600
75	INT145W	Mccormick St & Vintage Ave	W	Yes	Yes	No	No	No	Yes	Yes		P5	L5	09	
76	INT145N	Mccormick St & Vintage Ave	N	Yes	Yes	No	No	No	Yes	Yes		P5	L5	09	
42	MID218E	Meadowcreek Cir	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L5	08	\$ 1,100
43	MID218SW	Meadowcreek Cir	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
44	INT146E	Meadowcreek Cir & Starr Ave	E	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
45	INT146N	Meadowcreek Cir & Starr Ave	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
39	INT147E	Meadowcreek Cir & Starr Ave	E	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100
40	INT147NE	Meadowcreek Cir & Starr Ave	NE	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
41	INT147W	Meadowcreek Cir & Starr Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
340	MID204NW	Mitchell Dr	NW	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
341	MID204SE	Mitchell Dr	SE	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100
219	INT148N	Mitchell Dr & N Crane Ave	N	No	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P2	L4	05	\$ 5,600
220	INT148E	Mitchell Dr & N Crane Ave	E	Yes	Yes	No	No	Yes	No	Partial	Crosses into vertical curb and gutter	P3	L4	07	\$ 5,600
343	INT149W	Mitchell Dr & Oak Ave	W	No	No	No	No	No	No	No		P4-a	L3	06	
342	INT149N	Mitchell Dr & Oak Ave	N	Yes	Yes	No	No	No	Yes	Yes		P5	L3	09	
337	INT203N	Mitchell Dr & Saint James Ct	N	Yes	Yes	No	No	Yes	No	Partial	Landscape median obstructs	P3	L4	07	\$ 5,600
336	INT196SW	Mitchell Dr & Saint James Dr	SW	Yes	Yes	No	Yes	Yes	No	Partial	Landscape median obstructs	P3	L4	07	\$ 5,600
338	INT196SE	Mitchell Dr & Saint James Dr	SE	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L5	08	\$ 1,100
339	INT196NE	Mitchell Dr & Saint James Ct & Saint James Dr	NE	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
332	INT150NW	Mitchell Dr & Saint James Dr	NW	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L5	08	\$ 1,100
333	INT150E	Mitchell Dr & Saint James Dr	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L5	08	\$ 1,100
334	INT150SE	Mitchell Dr & Saint James Dr	SE	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100
335	INT150SW	Mitchell Dr & Saint James Dr	SW	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
376	INT152E	Mitchell Dr & Voorhees Cir	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
377	INT152SE	Mitchell Dr & Voorhees Cir	SE	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
378	INT152W	Mitchell Dr & Voorhees Cir	W	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
379	INT152N	Mitchell Dr & Voorhees Cir	N	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
384	INT151N	Mitchell Dr & Voorhees Cir	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
385	INT151E	Mitchell Dr & Voorhees Cir	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
386	INT151SE	Mitchell Dr & Voorhees Cir	SE	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
387	INT151W	Mitchell Dr & Voorhees Cir	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
222	INT154E	N Crane Ave & Spring St	E	No	Yes	No	No	No	No	No		P2	L4	05	\$ 5,600
221	INT154S	N Crane Ave & Spring St	S	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter	P3	L4	07	\$ 5,600

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
382	INT155E	Nemo Ct & Voorhees Cir	E	No	No	No	No	No	No	No		P4-a	L5	08	
383	INT155S	Nemo Ct & Voorhees Cir	S	No	No	No	No	No	No	No		P4-a	L4	08	
305	INT156S	Oak Ave & Pine St	S	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter, ramps do not align	P3	L4	07	\$ 5,600
306	INT156W	Oak Ave & Pine St	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
307	INT156E	Oak Ave & Pine St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
308	INT156N	Oak Ave & Pine St	N	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 3,500
319	INT157E	Oak Ave & Spring St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
320	INT157S	Oak Ave & Spring St	S	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
321	INT157N	Oak Ave & Spring St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
322	INT157W	Oak Ave & Spring St	W	Yes	Yes	No	No	No	No	Yes		P4-a	L3	06	\$ 1,100
344	INT158E	Oak Ave & Tainter St	E	No	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 3,500
345	INT158S	Oak Ave & Tainter St	S	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter	P1	L2-a	01	\$ 5,600
346	INT158SW1	Oak Ave & Tainter St	SW1	Yes	Yes	No	No	Yes	No	Yes	Crosses into vertical curb and gutter	P1	L2-a	01	\$ 5,600
347	INT158SW2	Oak Ave & Tainter St	SW2	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
348	INT158N	Oak Ave & Tainter St	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
207	INT159SE	Olive Ave & Valley View St	SE	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
208	INT159N	Olive Ave & Valley View St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
209	INT159E	Olive Ave & Valley View St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
141	INT160S	Park St & Pratt Ave	S	No	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P2	L4	05	\$ 5,600
142	INT160E	Park St & Pratt Ave	E	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
27	INT164W	Paulson Ct & Pope St	W	Yes	Yes	No	No	Yes	No	Yes	Telephone pole obstructing	P1	L2-a	01	\$ 5,600
28	INT164N	Paulson Ct & Pope St	N	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
32	INT165N	Peppertree Cir & Pope St	N	Yes	Yes	No	No	No	No	Partial	No other ramps in intersection Right side of sidewalk is missing	P4-a	L4	08	\$ 1,100
368	INT166N	Pine St & Stockton St	N	Yes	Yes	No	No	Yes	Yes	Yes	Hydrant obstructing	P3	L4	07	\$ 5,600
369	INT166E	Pine St & Stockton St	E	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
235	INT167NE	Pinot Way & Sylvaner Ave	NE	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
236	INT167E	Pinot Way & Sylvaner Ave	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
36	MID220E	Pope St	E	Yes	Yes	No	No	No	Yes	Partial	No other ramps in intersection, leads to guardrail	P5	L2-a	09	

**CITY OF ST. HELENA
CURB RAMP SUMMARY LIST**

UNIQUE ID	FACILITY ID	INTERSECTION NAME	QUAD RANT	RAMP PRESENT	RAMP NEEDED	DISPLACEMENT	EXCESS SLOPE	OBSTRUCTION	DWS INSTALLED	SIDEWALK PRESENT	NOTES	PHYSICAL RANK	LOCATION RANK	OVERALL RANK	*COST ESTIMATE (\$)
25	MID219S	Pope St & Private Rd	S	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P1	L2-a	01	\$ 1,100
26	MID219E	Pope St & Private Rd	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
31	INT169N	Pope St & Starr Ave	N	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
29	INT169S	Pope St & Starr Ave	S	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
30	INT169W	Pope St & Starr Ave	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
122	MID201NE	Railroad Ave & Private Rd	NE	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P1	L2-a	01	\$ 1,100
123	MID201S	Railroad Ave & Private Rd	S	Yes	Yes	No	No	No	No	Yes		P1	L2-a	01	\$ 1,100
380	INT173E	Reed Ct & Voorhees Cir	E	No	No	No	No	No	No	No		P4-a	L4	08	
381	INT173S	Reed Ct & Voorhees Cir	S	No	No	No	No	No	No	No		P4-a	L4	08	
188	INT174N	Riesling Way & Sylvaner Ave	N	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100
189	INT174W	Riesling Way & Sylvaner Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
100	INT175NW	Rosebud Ln & Sulphur Springs Ave	NW	Yes	Yes	No	No	No	Yes	Partial	Only ramp for this intersection. Currently crosses to infill/vertical	P5	L4	09	
326	INT176E	Saint James Dr & Spring St	E	Yes	Yes	No	Yes	Yes	No	Partial	Crosses into vertical curb and gutter	P3	L3	05	\$ 5,600
327	INT176SE	Saint James Dr & Spring St	SE	Yes	Yes	No	Yes	Yes	No	Partial	Crosses into vertical curb and gutter	P3	L3	05	\$ 5,600
330	INT177W	Saint James Dr & Wallis Ct	W	No	No	No	No	No	No	No		P4-a	L4	08	\$ 1,100
331	INT177S	Saint James Dr & Wallis Ct	S	No	No	No	No	No	No	No		P4-a	L4	08	
59	MID215SW	Signorelli Cir	SW	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
60	MID216E	Signorelli Cir	E	Yes	Yes	No	No	No	No	Yes		P4-a	L5	08	\$ 1,100
229	INT178SW	Spring Brook Ct & Spring St	SW	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 3,500
230	INT178N	Spring Brook Ct & Spring St	N	Yes	Yes	Yes	No	No	No	Yes		P4-a	L4	08	\$ 3,500
185	INT179S	Spring Mountain Ct & Spring Mountain Rd	S	No	No	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	
186	INT179SW	Spring Mountain Ct & Spring Mountain Rd	SW	No	No	No	No	No	No	No		P4-a	L4	08	
374	INT180W	Spring St & Stockton St	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
375	INT180NW	Spring St & Stockton St	NW	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
190	INT182N	Spring St & Sylvaner Ave	N	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
191	INT182SW	Spring St & Sylvaner Ave	SW	No	Yes	No	No	No	No	Yes		P2	L4	05	\$ 5,600
233	INT181W	Spring St & Sylvaner Ave	W	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100

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CURB RAMP SUMMARY LIST**

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234	INT181N	Spring St & Sylvaner Ave	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
210	INT183S	Spring St & Valley View St	S	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
211	INT183N	Spring St & Valley View St	N	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
212	INT183E	Spring St & Valley View St	E	Yes	Yes	No	No	No	No	Yes		P4-a	L4	08	\$ 1,100
353	INT185E	Stockton St & Tainter St	E	Yes	Yes	No	No	Yes	Yes	Yes	Telephone pole/TS Obstructing	P3	L4	07	\$ 5,600
354	INT185SE	Stockton St & Tainter St	SE	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
355	INT185W	Stockton St & Tainter St	W	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
356	INT185N	Stockton St & Tainter St	N	Yes	Yes	No	No	No	Yes	Yes		P5	L4	09	
349	MID221N	Tainter St & Private Rd	N	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	
350	MID222W	Tainter St & Private Rd	W	Yes	Yes	No	No	No	Yes	Yes		P5	L2-a	09	
392	MID208NW	Vidovich Ave	NW	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L5	08	\$ 1,100
388	MID206N	Voorhees Cir & Unnamed St	N	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
389	MID206E	Voorhees Cir & Unnamed St	E	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
390	MID205S	Voorhees Cir & Unnamed St	S	Yes	Yes	No	No	No	No	Partial	Left side of sidewalk missing	P4-a	L4	08	\$ 1,100
391	MID205SW	Voorhees Cir & Unnamed St	SW	Yes	Yes	No	No	No	No	Partial	Right side of sidewalk missing	P4-a	L4	08	\$ 1,100

TOTAL: \$ 759,000

Preliminary Construction Estimate based on the following:

Install DWS only	\$ 1,100
Reconstruct curb ramps (due to displacement/excessive slopes)	\$ 3,500
Reconstruct curb ramps (due to obstruction)	\$ 5,600

* Cost for installing DWS only, some locations may need additional concrete sections remove/replaced in order to install the DWS correctly

**Ramps that are present but noted Ramp Needed = "NO" are estimated for remove/replace with sidewalk.



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consider a Resolution authorizing the City Manager to Execute the Memorandum of Understanding (MOU) Between the Napa Valley Transportation Authority (NVTa) and the City of St. Helena for Fixed Route and On-Demand Shuttle Service through the St. Helena VINE Shuttle

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

In 2002, the City and Napa Valley Transportation Authority (NVTa), formerly known as Napa County Transportation and Planning Agency, began discussions and implemented the St. Helena VINE Shuttle to provide public shuttle service within city limits. In 2013, following public input and analysis, the shuttle was changed to be limited fixed route and door-to-door service.

The current fixed route service primarily serves the schools and local commuters. The service runs in the morning from 7:40 a.m. to 8:30 a.m. and in the afternoon from 3:15

p.m. to 4:05 p.m. Fixed route service is free to youth and seniors; adults must pay \$0.50. The door-to-door service is on-demand with a first-come, first-serve appointment system. The door-to-door service is available Monday through Thursday from 7:45 a.m. to 6:00 p.m., Friday from 7:45 a.m. to 11:00 p.m., Saturday from 10:00 a.m. to 11:00 p.m., and Sunday from 12:00 p.m. to 7:00 p.m. Fares are \$0.50 for youth, seniors and disabled persons and \$1.00 for adults. There is no service on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day. The City has had several Memorandum of Understanding (MOU) since 2002 including contract amendments.

In October 2016 and March 2017, Council approved two time extensions to the MOU while City and NVTa staff worked on a new agreement.

DISCUSSION

The majority of the new MOU remains the same as the previous agreement. The City pays a share of the cost of the VINE Shuttle at the agreed rate of the difference between the fares collected and 10% of the annual fully allocated operating expenses of this service. Over the past four years, the average contribution is about \$21,500. NVTa provides the operation, management, marketing activities and materials, bus stop maintenance, administration and ridership information. The operation of the transit service is contracted to a third party.

There is both fixed route and door-to-door service provided. The attached map (Exhibit A to the MOU) shows the fixed route and door-to-door service area. An analysis of ridership was performed and the majority of the riders are school-aged children with the morning and afternoon fixed route having the highest demand and door-to-door trips from the St Helena Montessori School to the Boys and Girls Club also having very high ridership. An important change to this MOU is to improve the door-to-door service including allowing reservations, NVTa will also be implementing a mobile phone app for rides. The new dispatching technology will also include GPS monitoring so that data is available for future decisions on routes such as re-introducing service to St Helena Hospital.

Another key change to this agreement is the implementation of an annual fee of \$5,000 to help fund the costs of vehicle replacement. This agreement will go through June 30, 2020, however we can re-open it to discuss route changes, fares, etc during the MOU period.

Adjustments may be made in writing with agreement from both parties on changes in route, hours of operation and other features during the term of the MOU.

FISCAL IMPACT

The costs for the Shuttle are already included in the FY 2017-18 Budget with \$30,000 for fare box recovery and the vehicle replacement fund contribution.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[MOU NVTA and St Helena VINE Shuttle
Resolution](#)



AGREEMENT

between

NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA")

and

CITY OF ST HELENA

This AGREEMENT (herein after referred to as "Agreement") is made and entered into as of this _____ day of June, 2017 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVRTA"), and the City of St. Helena, whose mailing address is 1480 Main St. St. Helena, CA 94574 (hereinafter referred to as "CITY", and collectively referred to as the "Parties");

RECITALS

WHEREAS, since September 2013, NVRTA, through a prior agreement and amendment with the CITY, has been providing transportation services on the St. Helena Vine Shuttle for residents of the City of St. Helena, California;

WHEREAS, the prior agreement, as amended, is scheduled to terminate June 30, 2017; and

WHEREAS, the parties desire to enter into a new Agreement to allow NVRTA to provide CITY with the services as set forth in this Agreement, effective July 1, 2017 ("Effective Date").

TERMS

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibilities' of the Parties

- A. NVRTA shall provide a draft fiscal year budget to the CITY by the end of April of each year. Budgets can also be located at www.nvta.ca.gov/budgets. For purposes of this Agreement, a fiscal year is July 1 to June 30. From the commencement of service hours in fiscal year 2017-18, the CITY shall 10% of the annual fully allocated budget of operating expenses for the service, prorated over four quarterly payments.
- B. NVRTA will invoice the CITY each quarter. At the end of quarter 4, NVRTA's invoice shall include the prorated amount of the allocated budget of operating expenses,

- 1 -

NVRTA - City of St. Helena Agreement

as set forth in Section 1A, minus the total fares collected by NVTa during the fiscal year, as well as any other adjustments. The CITY will pay each invoice within 60 days.

- C. NVTa is establishing a local contribution capital fund to help cover the cost of new shuttles. The CITY shall contribute \$5,000 annually beginning on July 1, 2017, to NVTa to serve as local matching funds when NVTa purchases new vehicles. The current vehicle utilized in St. Helena was purchased in 2011 and has a useful life of seven (7) years per Federal Transit Administration (FTA) Grant Management Circular C 5010.1D, pages IV – 16-18. The type and size of the replacement vehicle will be determined by NVTa and CITY staff. The new vehicle will adhere to NVTa's new Vine branding, and the CITY may choose the style of text used to write "St Helena Shuttle."
- D. NVTa shall manage and operate the St. Helena Vine Shuttle to serve the general public of the City of St. Helena by providing no less than 3,939 in-service annual service hours on days and hours most responsive to public benefit and demand. There will be no service on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day and Christmas Day, unless by special arrangement at least 30 days in advance charged to the CITY separately at NVTa's usual and customary rates for such service.
- E. NVTa will provide the operation, management, marketing activities, and materials, bus stop maintenance, funding, administration and monthly reporting of rides provided for the St. Helena Vine Shuttle service. Marketing activities will include pamphlets and schedules delivered biannually to City Hall and the St Helena Welcome Center. Monthly ridership reports shall be sent via email and mail to the City Manager and Finance Director. NVTa will assign the operation of the St. Helena Vine Shuttle service to a third party.

NVTa will, at NVTa's expense, provide facilities, vehicles, equipment (including a two-way radio or cell phones in vehicle), maintenance, materials and supplies necessary to accomplish obligations under this Agreement, except as may otherwise be expressly provided for herein after.

- F. NVTa shall operate service as a demand responsive, door-to-door service during most service hours within the designated service area and except for the time when the service shall be operated on a fixed route as noted in EXHIBIT A. NVTa shall respond to call-in trip requests on a first call-first serve basis. Trips will be grouped for efficiency, and advance reservations beyond the same day will not be accepted. By the end of 2017, NVTa will be moving to an automated dispatch system that will give customers the ability to make reservations via an App, Web, or Interactive Voice Response Software. The goal of the automated dispatch system is to deploy new ITS technology that will improve customer service by improving the predictability of demand-response service. Once the

automated dispatch system is available, information will be disseminated to all of the schools along the fixed-route outlined in EXHIBIT A.

2. Term of the Agreement

This Agreement will become effective upon the Effective Date and **will terminate on June 30, 2020**, unless amended, extended, or terminated pursuant to the terms of this Agreement.

3. Indemnity

Each party hereto shall indemnify, defend, and hold harmless the other party, its elected or appointed governing body, officers, agents, representatives, and employees from and against any and all actions, claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs arising out of, or resulting from, any act or omission of the indemnifying party in the performance of this Agreement. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

4. Termination

This Agreement may be terminated as follows:

- A. By mutual agreement of the NVTa and CITY upon such terms and conditions as may be agreed upon.
- B. By either party at any time, without cause, by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.
- C. If the Agreement is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements, and the parties will comply with all such arrangements. Payments, if any, will be made pursuant to Section 1A, 1B, and 1C of this Agreement, and the City will pay the invoice or receive a credit for services rendered through the termination date. This provision shall survive the termination of this Agreement.

5. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

6. Applicable Law

The laws of the United States and the State of California will govern this Agreement.

7. Modifications

No changes, amendments, or alterations to this Agreement will be effective unless in writing and signed by the parties.

8. Insurance

NVTA shall maintain, throughout the term of this Agreement, a policy or policies of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NVTA against loss by reason of injury or damage that may result to persons or property from operations or construction of such transportation service or any other cause connected with the service provided under the term of this Agreement. Said policy shall be a minimum of two million dollars (\$2,000,000) aggregate, including appropriate general liability and auto liability. Said policy shall name CITY as additional insured and shall provide 30 days prior notice to CITY of the cancellation of any policy during the effective period of this agreement. NVTA shall provide CITY with a copy of the Certificate of Insurance with the additional insured endorsement.

9. Notices

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in U.S. Mail, by certified mail, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the dated noted on the return receipt. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this Paragraph.

To NVTA: Executive Director
Napa Valley Transportation
Authority
625 Burnell Street
Napa, CA 94559

To CITY: City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

10. Access to Records / Retention

NVTA and CITY shall have access to any books, documents, papers and records of each other, which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, NVTA and CITY shall

maintain all required records for at least five (5) years after all pending matters are closed.

11. Severability

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

12. Adjustments to Service

Subject to the mutual agreement of the parties, the shuttle service may be adjusted throughout the term of this contract to better service the needs of the passengers. NVTa or CITY may recommend a change or modification of service criteria. Modifications may include, but are not limited to, adding or deleting service areas; changing service types; modifying or eliminating time points; increasing, decreasing or changing operating hours; and expanding or decreasing vehicle service hours and/or days. Modifications to increase service hours may not exceed 15 percent annually. In all cases, the NVTa Executive Director and CITY City Manager or designee will agree to said changes in writing prior to (a) approval by the NVTa Board, and (b) implementation of the adjustment to Service.

13. License and Permits

NVTa, or its subcontractor, will procure at its expense all licenses and permits as required by federal, state or local laws, rules and regulations for the performance of its obligations under this Agreement, and will comply will all applicable laws, rules or regulations in performing its obligations hereunder.

IN WITNESS WHEREOF, NVTa and City of St. Helena have executed this Agreement on the day of June, 2017.

"NVTa"

"CITY"

NVTa, a joint powers authority organized under the laws of the State of California

City of St. Helena

By _____
Kate Miller, Executive Director

By _____
Larry Pennell, Interim City Manager

ATTEST:

Approved as to Form:

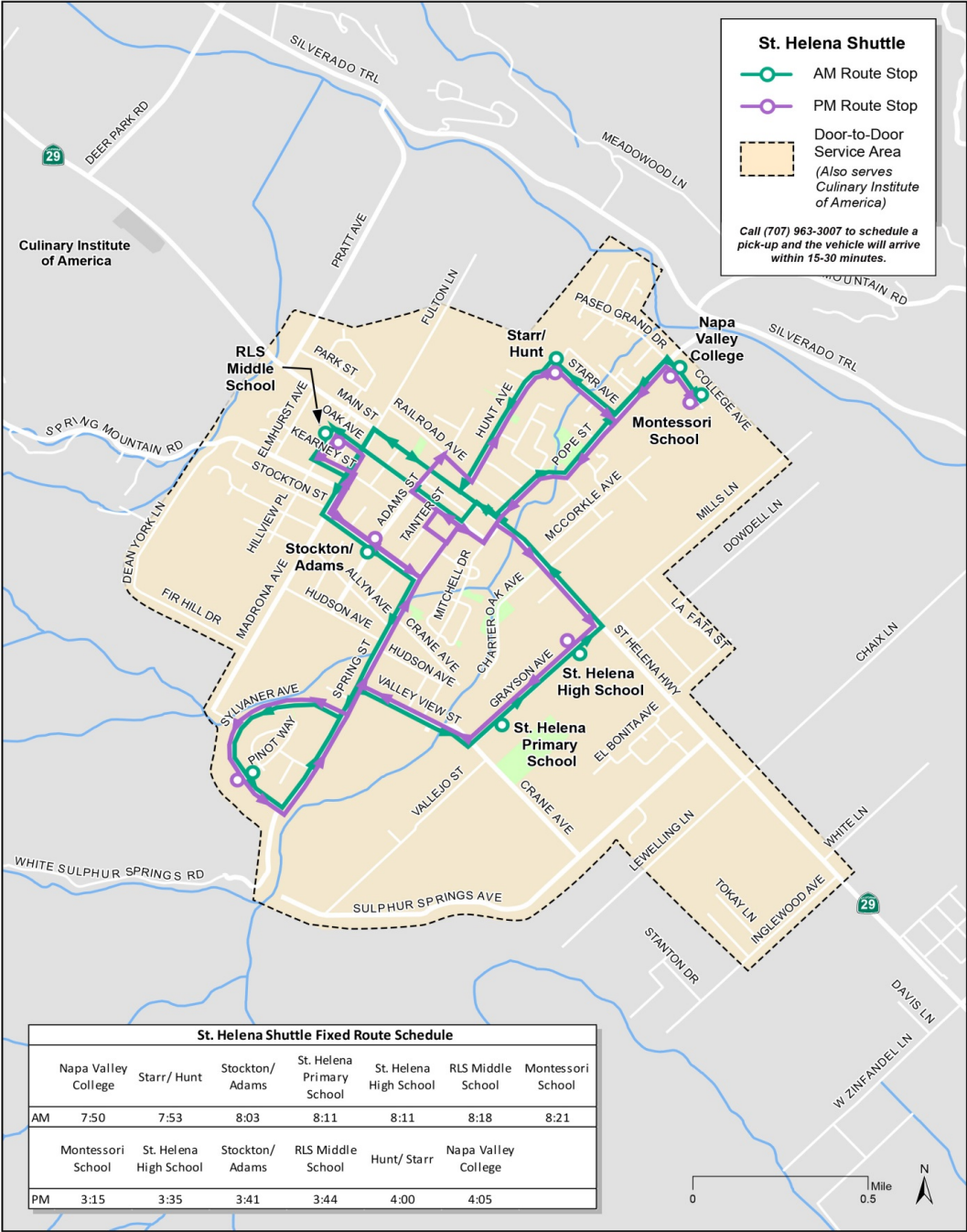
By _____
Karalyn E. Sanderlin, NVTA Board Secretary

By _____
Tom Brown, City Attorney

Approved as to Form:

By _____
Jennifer Gore, NVTA Legal Counsel

EXHIBIT A



CITY OF ST. HELENA

RESOLUTION No. 2017-

Authorize the City Manager to Execute the Memorandum of Understanding (MOU) Between the Napa Valley Transportation Authority (NVTa) and the City of Saint Helena for Fixed Route and Door-to-Door Shuttle Service through the St. Helena VINE Shuttle

RECITALS

- A. On February 12, 2002, the City Council approved Resolution 2002-26 to initiate the operation of the St. Helena VINE Shuttle, a local shuttle bus service; and
- B. In 2013 the City in cooperation with the Napa Valley Transportation Authority (NVTa), which was formally known as the Napa County Transportation and Planning Agency (NCTPA), and community stakeholders reassessed the service and began providing both fixed route and door-to-door service;
- C. As part of the 2013 agreement, the City agreed to participate in cost sharing, at the rate of the difference between fares collected and 10% of the annual fully allocated operating expenses of the service; and
- D. The 2013 agreement expired on June 30, 2016 and the City and NVTa desired to continue to provide the St Helena VINE Shuttle Service with two amendments through June 30, 2107; and
- E. The new MOU will continue to provide service through 2020 on both a fixed route and on-demand basis to locations within City limits.

RESOLUTION

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

1. Authorizes the City Manager to execute the Memorandum of Understanding between the Napa Valley Transportation Authority and the City of Saint Helena for fixed route and on-demand shuttle service through the St. Helena VINE Shuttle.

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



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Approve a Professional Service Agreement in the amount of \$423,640 with GEI for Design, Engineering, Environmental Review and Permitting of the Bell Canyon Reservoir Intake Tower Rehabilitation

CEQA Determination: CEQA will be completed as part of project design

Prepared By:

A handwritten signature in blue ink, appearing to read "T. Barr", is written over a horizontal line.

Tobias Barr, Project Manager

Reviewed By:

A handwritten signature in blue ink, appearing to read "Erica Ahmann Smithies", is written over a horizontal line.

Erica Ahmann Smithies, PW Director and
City Engineer

Approved By:

A handwritten signature in blue ink, appearing to read "Larry F. Pennell", is written over a horizontal line.

Larry F. Pennell, Interim City Manager

BACKGROUND

The Bell Canyon Reservoir and all necessary structures was constructed in 1958 and completed in July 1959. The facility serves as the main domestic water supply and storage source for the City of St. Helena. The reservoir's dam crest has an elevation of 430 ft and the spillway crest has an elevation of 422 feet. At full capacity the reservoir holds approximately 2400 acre feet of water storage. The water storage facility is under the regulatory jurisdiction of the Division of Safety of Dams (DSOD) which operates under the Division of Water Resources. DSOD and is primarily concerned with safety and regularly inspects the reservoir's earth fill dam embankment, the intake tower, outlet pipes, and the concrete spillway. The reservoirs facilities were built under DSOD regulations and thus there is an extensive file on the Bell Canyon Reservoir.

The intake tower structure is the original structure constructed of corrugated metal pipe fitted with three sluice gate valves which are placed at upper, middle and lower sections of the tower. The corrugated metal pipe is mounted on a cement foundation. The intake tower is an essential and critical system of the reservoir because the intake structure, outlet pipes and valves, control and convey raw water to the water treatment plant and provides important safety mechanisms for managing the reservoir by allowing water discharge to the creek. In addition, the tower provides all control of water storage below the spillway. Under conditions which the intake tower is damaged or not operating properly, operators would not have the ability to control the reservoir storage or flows. Such a scenario would either result in an uncontrolled release of water through the outlet pipe or a situation where water could not be conveyed to the treatment plant or released to the creek to lower the reservoirs elevation during an emergency condition. Either condition would be a catastrophic failure of the facility.

The condition of the tower has been a major concern of DSOD, who has required the City to begin the engineering process to replace the tower or prove that the existing tower is sufficient. In 2011, DSOD sent a deficiency letter to the Director of Public Works requiring the City to either replace the tower or perform a thorough assessment of the structural adequacy of the tower for static and seismic loads to confirm the functionality of the tower. Additionally, DSOD directed the City to repair the outlet tower mid-valve, which did not function properly.

In 2015, the City Council approved a contract to replace the inoperable middle valve on the tower. The mid-valve is the primary valve and had not been operable and was stuck open. While replacing the mid-valve, contractors inspected the upper valve and discovered it was also inoperable. Contractors were able to rebuild both the mid- and upper valve. During construction, areas of the tower structure were inspected and significant corrosion was observed. The corrosion had caused small and large holes throughout the corrugated tower structure. Due to the extensive damage observed and overall age and condition of the outlet tower structure, the Director of Public Works determined that performing any stability analysis of the existing outlet tower would be a poor use of water ratepayer funds because the tower is beyond repair and requires full replacement.

DISCUSSION

Following approval of the project in the City's 2016/2017 Five Year Capital Improvement Program and water rate increases to fund the project in November 2016, Public Works Staff released a Request for Proposals (RFP) on February 2017. The RFP was requesting qualified engineering firms to submit proposals for design, engineering, environmental review and permitting of a new outlet tower structure. Staff received four proposals, which were evaluated by City staff. Proposals were received from Carollo Engineers, Mead & Hunt, GEI, and COWI. Following review of the proposals, City staff determined GEI Consultants had the most applicable experience and expertise. GEI was unanimously ranked the highest by all reviewers. Additionally, GEI provided the most cost competitive proposal. City staff conducted an interview with GEI to further discuss the details of the project and meet GEI team members. Following the interview,

City staff was reaffirmed that GEI was the most qualified and provided the highest value to the City and proceeded with negotiations and more detailed scope-of-work discussion with GEI.

During discussion and negotiations with GEI, it was determined that there are many unknowns regarding the condition of the tower foundation and outlet pipes. These factors could significantly change the scope of engineering and design needed to replace the tower. Public Works worked with GEI to evaluate likely "what if" scenarios and challenges that could arise during the field investigation, engineering studies and meetings with DSOD. Staff included contingencies in the Scope of Work and Compensation sections of the Professional Service Agreement to account for these unknowns. The costs of the work and contingencies items are outlined in the table below.

Description	Cost
Design, Engineering, Environmental, Permitting, Bid Support	\$318,140
Potential Geotechnical Exploration Costs and Survey Data	\$65,500
Contingency for Regulatory and Environmental Permitting	\$15,000
Contingency for Final Engineering and Design	\$25,000
Total Contract Cost	\$423,640

FISCAL IMPACT

The project has been budgeted in the City's 5-year Capital Improvement Plan (CIP). Currently, the total project cost budgeted in the 5-year CIP is \$2,000,000. The estimate for engineering was \$250,000. If City Council approves the Professional Service Agreement with GEI, the 5-year CIP will be updated to reflect the difference in cost to the engineering and environmental phases when Staff updates the CIP for City Council review and approval in July 2017.

RECOMMENDED ACTION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with GEI in the amount of \$423,640 for the design, engineering, environmental review and permitting of the Bell Canyon Intake Tower Replacement, Capital Improvement Project W-109.

ATTACHMENTS

[Reso Intake Tower W-109 V2.1](#)

CITY OF ST. HELENA

RESOLUTION No. 2017-

**Resolution Authorizing the City Manager to execute a
Professional Services Agreement in the amount of
\$423,640 with GEI for the design, engineering,
environmental review and permit approval of the Bell
Canyon Intake Tower as part of Capital Improvement
Project W-109**

RECITALS

- A. The City of St. Helena owns, operates and maintains Bell Canyon Reservoir, the primary domestic water supply for the City of St. Helena; and
- B. The intake tower structure was constructed in 1958 and at the end of its useful life; and
- C. The Division of Dam Safety has directed the City of St. Helena to replace the intake structure; and
- D. City Staff issued a Request for Proposals for the design, engineering, environmental review and permitting of a replacement intake tower in February 2017; and
- E. City Staff found the proposal from GEI's to be the most competitive; and
- F. GEI has the experience, expertise and certifications necessary to perform the work.

RESOLUTION

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

1. Approves the Professional Services Agreement with GEI in the amount of \$423,640 for the design, engineering, environmental review and permitting and authorizes the City Manager to execute the contract.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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 _____, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and GEI Consultants, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Bell Canyon Intake Tower Replacement, Capital Improvement Project W-109**.

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 \$423,640.00, 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

Page 1 of 10

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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 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.

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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

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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.

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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:	Richard Sanchez 2868 Prospect Park Dr. #400 Rancho Cordova, CA 95670

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:

By: 
Name: RICHARD SANCHEZ
Title: VICE PRESIDENT

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”

1. Preliminary Engineering

1.1. Kickoff Meeting

Following the notice to proceed from the City of St. Helena, consultant shall participate in a kick off meeting.

1.2. Review of Documentation

Following Kickoff meeting, consultant shall work with the City of St. Helena and Division of Safety of Dams (DSOD) to review all applicable records and research related to the facility and project.

1.3. Field Investigations

Consultant shall utilize appropriate tools and technologies to assess field conditions and stabilities of the facilities and related infrastructure impacted by the project. This includes diver inspection of the tower and pipe inspection, including Remote Operated Underwater Vehicle (ROV), neighboring roads and infrastructure as well as topographical survey of reservoir and facilities.

1.3.1 Contingency for Potential Geotechnical Exploration Costs, Additional Survey, Structural and other Data as Needed.

Based on the review in task 1.3, the review of the existing data and information may not adequately determine the geotechnical foundation, survey information, structural and materials integrity and strength data needed for structural analysis and design work. Under this scenario, geotechnical drilling may be required. The contingency assumes drilling two or more holes would need to be drilled from a barge at approximately 30 feet from top of mudline to rock refusal as well as a core sample of existing concrete foundation. No lab tests are assumed. Any rock samples obtain would be visually examined, assessed, and characterized by GEI’s engineering geologist. City would be responsible for any necessary permits. Survey work includes complete Topographical survey of the facilities at Bell Canyon Reservoir.

1.4. Alternatives Analysis

Consultant shall provide analysis of alternative designs and solutions for the intake tower replacement.

1.4.1. Brainstorm Meeting

Consultant shall participate in a brainstorming meeting with the City of St. Helena and any other parties the City finds appropriate in order to determine alternative strategies and innovation for intake tower replacement.

1.4.2. Development

If feasible alternatives result from the brainstorming meeting in task 1.4.1, the consultant shall develop the alternative scenarios in a formal memo to the City Project Manager.

1.4.3. Evaluation

The consultant shall perform a feasibility analysis and cost estimation of each alternative and provide recommendations in the form of a memo to the City’s Project Manager.

1.5. Engineering Studies

Following the results of the alternatives analysis Task 1.4, following direction from the City, the consultant shall initiate appropriate engineering studies to determine scope of environmental impacts, stability and structural design, etc.

1.6. DSOD Meeting No. 1

Participate in first meeting with DSOD to review all current assumptions and seek input and approval of project direction.

1.7. Technical Memorandum

Following all input from DSOD and the City provide draft and final technical memorandum for DSOD approval.

2. Environmental Review

2.1. Preliminary Studies

2.2. Preparation of IS and Mitigated Negative Declaration

2.3. Hearing

2.4. Preparation of Notice of Determination

3. Regulatory and Environmental Permitting

3.1. Clean Water Act Section 404 Permit

3.2. Clean Water Act Section 401 Certification

3.3. Endangered Species Act Consultation

3.4. National Historic Preservation Act Section 106 Consultation

3.5. California Department of Fish and Wildlife Lake and Streambed Agreement

3.6. National Pollutant Discharge Elimination System Construction General Permit

4. Final Engineering

4.1. Investigations, Studies, and Evaluations

Consultant shall prepare documentation of investigations, studies, evaluation and other essential documents for City approval.

4.2. DSOD Meeting No. 2

Following approval of documents, Consultant shall prepare for meeting with DSOD to present final engineering strategies and solutions for approval.

4.3. Engineering Design

4.3.1. Hydrology and Hydraulics

4.3.2. Structural Design

4.3.3. Geotechnical Design

4.4. Preparation of Bid Documents

4.4.1. 65 Percent Plans

4.4.2. DSOD Meeting No. 3

4.4.3. 90 Percent Plans

4.4.4. Final Design

Exhibit A

Bell Canyon Intake Tower Replacement

W-109

4.5. Contingency for Final Engineering

This contingency is reserved for unforeseen costs such as difficulty obtaining DSOD approval of final engineering, unforeseen obstacles requiring additional engineering solutions and revisions and course corrections due to unknown circumstances.

5. Bid Support and Construction Engineering Support

5.1. Bid Support

5.2. Construction Engineering Support

Exhibit B "Compensation"

Task 1	Preliminary Engineering		Cost
1.1	Kickoff Meeting		\$5,170.00
1.2	Review of Documentation		\$6,481.00
1.3	Field Investigations		\$16,881.00
1.3.1	Contingency for Potential Geotechnical Exploration Costs and Additional Survey, Structural and Strength Data		\$65,500.00
1.4	Alternatives Analysis		
1.4.1	Brainstorming Meeting		\$4,306.00
1.4.2	Development		\$6,481.00
1.4.3	Evaluation		\$6,481.00
1.5	Engineering Studies		\$6,811.00
1.6	DOSD Meeting No. 1		\$4,840.00
1.7	Technical Memorandum		\$11,835.00
Subtotal Task 1			\$129,786.00
Task 2	Environmental Review		
2.1	Preliminary Studies		\$4,350.00
2.2	Preparation of IS & MND		\$47,712.00
2.3	Hearing		\$3,540.00
2.4	Preparation of Notice of Determination		\$1,938.00
Subtotal Task 2			\$57,540.00
Task 3	Regulatory and Environmental Permitting		
3.1	Clean Water Act Section 404 Permit		\$12,546.00
3.2	Clean Water Act Section 401 Certification		\$9,361.00
3.3	Endangered Species Act Consultation		\$13,372.00
3.4	NHPA Section 106 Consultation		\$10,282.00
3.5	California DFW Streambed Agreement		\$10,747.00
3.6	NPDES Construction General Permit		\$12,310.00
3.7	Regulatory and Environmental Permitting Contingency		\$15,000.00
Subtotal Task 3			\$83,618.00
Task 4	Final Engineering		
4.1	Investigation, Studies & Evaluations		\$5,796.00
4.2	DSOD Meeting No. 2		\$4,306.00
4.3	Engineering Design		
4.3.1	Hydrology and Hydraulics		\$6,126.00
4.3.2	Structural Design		\$6,126.00
4.3.3	Geotechnical Designs		\$22,526.00
4.4	Preparation of Bid Documents		

Exhibit B
Bell Canyon Intake Tower Replacement
W-109

4.4.1	65 Percent Plans		\$15,938.00
4.4.2	DSOD Meeting No. 3		\$4,306.00
4.4.3	90 Percent Plans		\$15,938.00
4.4.4	Final Design		\$9,598.00
4.5	Contingency for Final Engineering		\$25,000.00
Subtotal Task 4			\$115,660.00
Task 5	Bid Support & Construction Engineering Support		
5.1	Bid Support		\$10,774.00
5.2	Construction Engineering Support		\$21,262.00
Subtotal Task 5			\$32,036.00
Total Project Cost			\$423,640.00



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Approving a 3 year Professional Service Agreement with Aqua Sierra Controls for Annual Instrumentation Maintenance and Repair Services at the Wastewater Treatment Plant, this project will be budgeted over three fiscal years for a total not to exceed amount of \$80,000.

CEQA Determination: Not a CEQA project

Prepared By: 
Tobias Barr, Project Manager

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

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

The City of St. Helena Wastewater Treatment and Reclamation Plant (WWTRP) relies on instrumentation, automation and supervisory control systems for plant operations. These systems optimize the treatment processes that digest, filter, disinfect and dechlorinate wastewater. Because automated pump controls, chemical feed and supervisory control systems were installed at various time over the plants life, there are multiple generations of controllers and computer equipment operating at the plant. Additionally, the treatment plant previously did not adopted specific schedules for testing, calibrating, updating and backing up instrumentation and automation systems at the WWTRP. While this practice saved the City money in the short term, it has resulted

in system trips, plant downtime, wasted treatment chemicals, emergency call outs and staff overtime, which has cost sewer service ratepayers in the long term.

Recognizing that planned annual service such as upgrades, instrumentation calibration, equipment testing, system back-up, and scheduled replacement of critical automation and supervisory systems is essential to improving WWTRP operations and provides long-term savings to sewer service ratepayers, City staff developed and circulated an Request for Proposal (RFP) for Annual Instrumentation Maintenance and Repair Services for the Wastewater Treatment and Reclamation Plant.

DISCUSSION

The RFP for Annual Instrumentation Maintenance and Repair Services for the WWTRP was released on Thursday, February 16, 2017. Proposals were due on March 14, 2017. The RFP was posted to the City's website and at Blueprint Express, which circulates RFP's and Bids to various professional online exchanges. Additionally, staff notified qualified consultants in the Public Work's Consultant Database. Staff received proposals from ZSI, Inc. Primex Controls and Aqua Sierra Controls, Inc. All three consulting firms are highly qualified, but differed significantly in cost. Reviewers determined that Aqua Sierra Controls Inc. was the most qualified for the work based on their familiarity with the conditions at the WWTRP and overall competitiveness of their proposal. ZSI Inc. proposed cost was less, however they did not include a proposal for preventative maintenance. Aqua Sierra provided cost proposals for all required maintenance activities and included SCADA as well as other upgrades as part of their proposal; therefore City staff found Aqua Sierra to be the most complete and responsive proposal. The total proposal costs for three years of preventative maintenance are summarized in the table below.

Consultant	Total Proposal Cost	Notes
ZSI	\$77,040	Did not include Costs for Preventative Maintenance
Primex	\$214,510	Includes preventative, corrective and emergency maintenance
Aqua Sierra	\$80,000	Includes all preventative, corrective and emergency maintenance and other plant instrumentation upgrades

Aqua Sierra Controls, Inc. has successfully performed work for the City previously. Their insurance meets all the City's requirements and they have agreed to the City's Professional Service Agreement.

FISCAL IMPACT

This project will be budgeted over three fiscal years for a total not to exceed amount of \$80,000. Over the three year contract period, Public Works will include the additional

funds needed for this contract in the Machine Maintenance and Equipment portion of the Wastewater Treatment Plant's Annual Operating Budget. Public Works budgeted approximately \$27,000 for year 1 of this contract which was approved by City Council for Fiscal Year 2017/2018 on June 13, 2017. Public Works may need to return to City Council to approve additional funds if there is equipment failure or other unforeseen critical machine maintenance or replacement during the year.

RECOMMENDED ACTION

Adopt a Resolution approving a Professional Service Agreement in the amount of \$80,000 with Aqua Sierra Controls Inc., for three years of Instrumentation Maintenance and Repair Services for the Wastewater Treatment and Reclamation Plant.

ATTACHMENTS

[Reso Aqua Sierra Annual Maint.](#)

[ASC Signed PSA](#)

CITY OF ST. HELENA

RESOLUTION No. 2017-

**Resolution Authorizing the City
Manager to Execute a Three-
Year Professional Services
Agreement with Aqua Sierra
Controls Inc., in the Amount of
\$80,000 for Annual
Instrumentation Maintenance
and Repair Services at the
Wastewater Treatment Plant.**

RECITALS

- A. The City of St. Helena's Wastewater Treatment Facility is a critical piece of municipal infrastructure; and
- B. The Wastewater Treatment Plant's discharge permit requires the City to manage, maintain and improve the instrumentation and automated systems at the wastewater treatment plant; and
- C. Complex instrumentation and automation is required to safely and adequately treat hazardous wastewater; and
- D. City Staff conducted an competitive solicitation to attract highly qualified firms to provide instrumentation maintenance and repair services; and
- E. Of the three proposals reviews, Aqua Sierra Controls Inc., demonstrated the level of experience, competence and other qualifications necessary to perform the agreement; and
- F. The work will be funded annually through the City Council approved wastewater treatment plants Machine Maintenance and Equipment budget.

RESOLUTION

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

1. Approves the Professional Service Agreement with Aqua Sierra Controls Inc., for a total not to exceed amount of \$80,000 and authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Aqua Sierra Controls Incorporated. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Annual Instrumentation Maintenance and Repair Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement 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

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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 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

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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.

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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:	Les Watson 1650 Industrial Drive Auburn, CA 95603

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.

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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: JOSHUA LANE

Name: Larry Pennell

Title: SCADA MANAGER

Title: Interim City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Exhibit A: "Scope of Services"

The consultant shall provide annual instrumentation maintenance, repair services, on-call and emergency maintenance services over a three year period from July 2017 through July 2019, or until the budget has been exhausted. The following hours are estimated over a three year period:

- (1) Eighty (80) hours for corrective maintenance services provided during normal business hours of Monday through Friday 7:30AM to 5:00PM.
- (1) Eighty (80) hours for emergency maintenance services provided any time outside of normal business hours including weekends and holidays.
- (1) Two Hundred and Twenty Eight (228) hours for annual maintenance, calibration services, repairs and upgrades.

Annual Maintenance Generally Consists of the Following:

1. Backup SCADA system and deliver backup on USB drive
2. Backup all PLC and OIT programs and deliver backup on USB drive
3. Replace batteries in all PLCs
4. Provide and install UPS in PLC control panel
5. Check all existing control panel UPS and write report on findings
6. Backup (20) twenty VFD settings and write report on findings
7. Backup (20) instrument settings and write report on findings
8. Verify that SPD is correct and still functional at Main Office MCC, Effluent building MCC, & Crinella
9. Verify that motor savor is correct and still functional
10. Provide (16) sixteen hours of training for utility operators
11. Research beneficial available training classes at utility organizations such as AWWA or CEWA
12. Troubleshoot DO PLC panel and verify operation
13. Hookup DO probe and verify operation
14. Cleanup chemical panel board wiring. Remount and rearrange as needed. Install wire gutter enclosure.
15. Check and test radio communications between effluent building and main operations building
16. Operation and maintenance manuals to include all instrument settings, VFD settings, instrument calibrations, recommended utility organizations, class training material, PLC and OIT backups, SCADA backup, test results, recommendations, etc.
17. Instrument calibrations for (20) eighteen instruments per list below
18. Replace, setup and program the existing Fisher & Porter Magmeter with customer supplied spare
19. Install (2) two HOA switches and (2) two pots for influent VFDs
20. Install (2) two pots for the chemical VFDs

Exhibit A "Scope of Services"

Annual Instrumentation Maintenance and Repair Services

21. Inspect emergency backup float controls for the influent pumps
22. Provide written recommendations and proposals based upon testing, checks, calibrations, inspections, etc.
23. Vacuum and clean out all MCCs, switchgear and PLC control panels
24. Check MCCs, switchgear and control panels for hot spots and loose wires using hand methods and infrared cameras
25. Develop preventative maintenance plan and schedule
26. Install rebuild kits in the ATI Cl2 analyzer, Rosemount pH meter, Rosemount ORP and the Rosemount CL2 analyzer
27. Backup Influent PID controller configuration settings.
28. Replace Cl2 leak alarm sensor
29. Program SCADA for when the River flow air valve is closed the totalizer to stop totalizing
30. Backup Crinella generator settings
31. Install radio telemetry system between DO control panel and operations center
32. Radio communications testing for DO telemetry system

Instrument List for Calibrations and Backup Includes:

- (3) Siemens HydroRanger Ultrasonic Flow Meters
- (3) Danfoss DO Meters
- (3) Temperature
- (1) pH Meter
- (1) Danfoss Magmeter
- (1) Fisher & Porter Magmeter
- (2) Rosemount SoluComp II Cl2/pH Meter
- (1) Rosemount SoluComp II ORP Meter
- (1) ATI Cl2 Analyzer
- (1) Rosemount Magmeter
- (1) Siemens Magmeter
- (1) Isco Signature Bubbler Flow Meter
- (1) Flowline Level Meter

Exhibit A "Scope of Services"
Annual Instrumentation Maintenance and Repair Services

Equipment for Maintenance, Repair and Testing Includes:

- (1) Lot repair kits for the ATI CI2 analyzer and the two Rosemount analyzers.
- (1) Lot replacement batteries for the PLCs
- (1) Hoffman F44T36HC enclosure for the chemical panel cleanup
- (1) Sola SDU500 UPS for the PLC control panel that is missing a UPS
- (1) Lot calibration standards for instrument calibrations
- (2) Allen Bradley HOA switches for VFDs
- (2) Allen Bradley HOA contact blocks for VFDs
- (2) Allen Bradley HOA legend plates for VFDs
- (4) Pots for VFDs
- (1) Lot installation materials (wire, labels, etc...)
- (1) CI2 leak alarm sensor

DO Telemetry Equipment Includes:

- (2) Schneider Electric Trio Spread Spectrum Radio
- (2) Yagi antennas
- (20') Coax cable
- (4) Coax connectors
- (2) Antenna masts
- (1) Lot installation materials
- (2) Polyphaser coaxial lightning protectors

Exhibit B "Compensation"

The consultant shall be compensated in accordance with the following hourly rate schedule and markup:

Aqua Sierra Controls, Inc. Time and Materials Rates and Markups

Travel hourly rate during normal business hours:	\$100.00
Travel hourly rate after hours:	\$128.00
Sunday and holiday travel hourly rate:	\$153.00
On-site hourly rate during normal business hours:	\$128.00
On-site hourly rate after normal business hours:	\$153.00
On-site Sunday and holiday hourly rate:	\$177.50
Remote support hourly rate during normal business hours:	\$128.00
Remote support hourly rate after normal business hours:	\$153.00
Remote support Sunday and Holiday hourly rate:	\$160.00
Equipment and parts markup:	20%

Rates include travel, lodging, sales tax, prevailing wage and any shipping and handling. Total compensation over the three year period shall not exceed \$80,000.

Exhibit B "Compensation"

Annual Instrumentation Maintenance and Repair Services



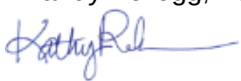
Report to the City Council
Council Meeting of June 27, 2017

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 amended pay schedule for FY 2017-2018 to include the A) Utilities Operations Manager Position, and B) Amend working titles for Public Works Maintenance Manager, Public Works Project Manager and Water Conservation Coordinator on the salary schedule to include Management Analyst and Senior Management Analyst pay scales, C) Public Works Superintendent Position and approval of Public Works Superintendent job description, D) Firefighter hourly rate increase of 3%

CEQA Determination: Not a CEQA project

Prepared By: 
Mandy Kellogg, Admin Services Mgr

Reviewed By: 
Kathy Robinson, Human Resources & IT Director

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

Throughout the year City staff evaluates the efficiency of department operations. During that time job duties may be added or moved between individuals in order to

effectively complete the work assigned within the department and working titles may be created to align with certain positions. The California Public Employees Retirement System has strict guidelines as to how these positions are reported on a publicly available salary schedule. 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) provide that each publicly available pay schedule meet the following requirements: that the pay schedule 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 identified position; indicates the time base for the pay rate; is posted at the office of the employer or immediately accessible and available for public review; indicates the effective date and date of any revisions; is retained by the employer and available for public inspections for not less than five years; and does not reference another document in lieu of disclosing the pay rate.

DISCUSSION

A) On November 24, 2015 City Council approved the creation of a full-time Public Works Utility Manager position. Recruitment for the position began shortly thereafter and after two recruitments a viable candidate had not been identified and the recruitment was closed and the position was never added to the salary schedule. The position was upgraded to an Assistant Public Works Director in March 2016, which was later filled on September 2016. In March 2017, the Director of Public Works resigned from his position. Through the recruitment process the Assistant Public Works Director was promoted to the Director of Public Works, leaving the Assistant Public Works position vacant. The department was once again reevaluated and it was determined that there was a strong need for a position that would manage the operations functions of the utilities, which would include regulatory compliance, supervising operations and maintenance staff, recommending capital improvements, and utility asset management. Based on these identified needs City staff decided to leave the Assistant Public Works Director position vacant and open recruitment for an Utilities Operations Manager which closed on June 13, 2017. In order to remain in compliance with CalPERS retirement law the Utilities Operations Manager position needs to be added to the salary schedule.

B) During calendar year 2015 the City added one working title to the Management Analyst, Public Works Maintenance Manager, and two working titles to the Senior Management Analyst, Public Works Project Manager and Water Conservation Coordinator. Each of these working titles were added to the salary schedule under the related Analysts' pay scale. To allow the City more flexibility during recruitment and allow promotional opportunities to current employees, City staff recommends amending the working titles under the Management Analyst and Senior Management Analyst classifications as follows:

1. Management Analyst Classification pay scale
 - a. Public Works Maintenance Manager
 - b. Public Works Project Manager
 - c. Water Conservation Coordinator
2. Senior Management Analyst Classification pay scale

- a. Senior Public Works Maintenance Manager
- b. Senior Public Works Project Manager
- c. Senior Water Conservation Coordinator

This amendment will not impact current employees' salaries, but will amend their working titles to align with the current salaries they are receiving.

C) In September 2016, the Public Works Supervisor – Park & Government Buildings retired from the City of St. Helena. During this transition the City reevaluated the needs of the Public Works Government Buildings, Parks, Trees division and Streets, Garage, Storm Water and Sewer division. Two options were considered: 1) to continue staffing the two divisions with individual supervisors per division or 2) staff with one supervisor who would oversee all of the divisions. The needs of the department, organization size and budget constraints were taken into consideration during the evaluation. It was determined that merging the divisions and cross training the division personnel would meet all of the requirements and allow for more flexibility in staff schedules, scheduling maintenance projects and emergency responses. The transition of merging the departments was completed in October 2016. The Public Works Supervisor – Streets assumed the duties required to oversee the merged staff. HR staff reviewed the job description of the Public Works Supervisor to the current job duties and determined that it does not adequately reflect the duties that he is currently performing. After further analysis and comparison to other cities it was determined that the job duties were more aligned with the job description of a Public Works Superintendent title. City staff recommends addition of the title of Public Works Superintendent to the salary schedule and approval of a new job description for the Public Works Superintendent. The amended pay schedule for the Public Works Superintendent is an administrative amendment to appropriately add the position to the same pay schedule as the Water, Wastewater and Water Distribution Chiefs, and the Public Works Parks and Government Buildings Supervisor.

D) On March 28, 2017, the City Council met in a special closed session meeting with Interim City Manager Larry Pennell to discuss salaries of unrepresented staff. It was recognized that the Firefighter's had not received an increase to their hourly rate since they became part-time employees on January 1, 2016. It was agreed upon that it would be reasonable to increase the hourly rate by 3% for the 2017/18 budget year. City staff has updated the salary schedule to reflect the 3% increase by changing the hourly rate from \$25.00 per hour to \$25.75 per hour on the salary schedule to be effective July 1, 2017.

FISCAL IMPACT

The amendments to the publicly available pay scales for items A, B, and C were operational and administrative amendments resulting in no salary increases therefore there is no net fiscal impact to the City. For item D the estimated financial impact to the General Fund is \$11,250, which has been included in the 2017/18 adopted budget. The impact will be reevaluated during mid-year budget review since it is based on a projection of number of calls responded to.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Amending Salary Schedules RESO](#)

[Exhibit 1. Publicly Available Salary Schedule FY17 Adopted June 27, 2017](#)

[Exhibit 2. PW Superintendent Job Description](#)

CITY OF ST. HELENA

RESOLUTION No. 2017-

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 amended pay schedule for FY 2017-2018 to include the A) Utilities Operations Manager Position, and B) Amend working titles for Public Works Maintenance Manager, Public Works Project Manager and Water Conservation Coordinator on the salary schedule to include Management Analyst and Senior Management Analyst pay scales, C) Public Works Superintendent Position and approval of Public Works Superintendent job description, D) Fire Fighter hourly rate increase of 3%

RECITALS

- A. Based on City needs City staff has decided to leave the Assistant Public Works Director unfilled and recruit for and fill the position of Utilities Operations Manager; and
- B. The Utilities Operations Manager was not added to the salary schedule when previously approved on November 24, 2015, therefore City Staff desires to add the title to the salary schedule, and
- C. City staff desires to amend the working titles for Public Works Maintenance Manager, Public Works Project Manager and Water Conservations Coordinator to create Management Analyst and Senior Management Analyst pay scales for each working title; and
- D. City staff desires to create a title of Public Works Superintendent to oversee the Government Buildings, Parks, Trees and Streets divisions of Public Works; and
- E. City staff proposes a new job description for the Public Works Superintendent; and
- F. City staff has amended the salary schedule to include a 3% increase the Firefighter's hourly rate from \$25.00 per hour to \$25.75 per hour; and
- G. Per California Public Employees Retirement Law, Section 570.5, every employee position must be listed on a publicly available pay schedule that has been duly adopted by the City Council.

RESOLUTION

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

1. Approves the amendment to the FY 2017-2018 pay schedule to include the Utilities Operation Manager Position; and
2. Approves the amendment to the FY 2017-2018 pay schedule to include the working titles as follows:
 - a. Public Works Maintenance Manager, Public Works Project Manager and Water Conservation Coordinator would be listed on the salary schedule under the Management Analyst pay scale.
 - b. Senior Public Works Maintenance Manager, Senior Public Works Project Manager and Senior Water Conservation Coordinator would be listed on the salary schedule under the Senior Management Analyst pay scale.
3. Approves the amendment to the FY 2017-2018 pay schedule to include the Public Works Superintendent Position; and
4. Approves the job description for the Public Works Superintendent; and
5. Duly adopts and approves compensation schedule to reflect the amended pay schedules.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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
Publicly Available Salary Schedule FY 2017-2018
Duly Approved and Adopted June 27, 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
Public Works Superintendent	Hourly	34.80	36.54	38.36	40.28	42.30
PW Supervisor - Parks & Govt Bldgs						

(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 follow:

"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

Position		A	B	C	D	E
<u>Police Officers Association</u>						
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⁾

Position		A	B	Steps C	D	E
<u>Mid-Management Exempt</u>						
Assistant Public Works Director Chief Building Official	Annual	105,315.00	110,581.00	116,110.00	121,915.00	128,010.00
	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
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 Public Works Maintenance Manager Public Works Project Manager Water Conservation Coordinator	Annual	75,238.00	79,000.00	82,950.00	87,098.00	91,453.00
	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 Management Analyst Grants and Finance Manager Sr. Public Works Maintenance Manager Sr. Public Works Project Manager Sr. Water Conservation Coordinator	Annual	82,270.00	86,383.00	90,703.00	95,237.00	99,999.00
	Monthly	6,856.00	7,199.00	7,558.00	7,936.00	8,334.00
	Pay Period	3,427.84	3,598.82	3,779.07	3,968.59	4,166.35
	Hourly	39.55	41.53	43.61	45.78	48.08
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
Utilities Operations Manager	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>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					25.75
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 \$105.00 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

PUBLIC WORKS SUPERINTENDENT

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Plans, organizes, supervises, and implements the activities of the streets, storm drain, sewer collection, garage, buildings and grounds, and parks divisions of the Public Works Department with the support and guidance of the Public Works Manager. Exercises direct supervision over supporting staff in the those divisions of the Public Works Department. With the support and of the Public Works Manager provides technical guidance to those divisions, and performs a wide variety of administrative and supervisory duties; develops, implements and administers assigned program responsibilities, including the department’s safety program, budget preparation, financial management, reviews invoices, conducts research; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Public Works Superintendent reports to the Public Works Manager and is expected to be responsible for the overall assignment and supervision of crews engaged in construction, repair, and maintenance of streets, sewers, storm drain, garage, buildings, and landscaping/parks; to participate in assigned processes, procedures and programs; and to provide information and assistance to the public regarding assigned programs and services.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from Public Works Manager. Exercises direct supervision over public works staff in streets, storm drain, garage, sewer, buildings/facilities, and parks divisions, as well as indirect supervision to other supporting staff within the Public Works Department.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, supervises, and directs the programs, projects, operation activities of the streets, storm drain, garage, facilities, and parks divisions of the Public Works Department with the support of the Public Works Manager..
- Participate in Citywide programs for street, storm drain, garage, facilities/buildings, and landscape/park maintenance.
- Participate in long range planning for street, storm drain, garage, facilities/buildings, and landscape/park maintenance.
- Exercises responsibility for the proper organization and staffing of the assigned divisions.
- Participate in the establishment of division goals, strategies and priorities; develops and manages continuous improvement processes.
- Directly and/or through supporting staff, assigns work and provides direction to staff, evaluates staff performances, ensures desired staff performance levels are maintained, and participates in processing

- personnel actions.
- Ensures division operates in compliance with rules, regulations and policies; prepare reports and maintain records as required.
- Provide leadership and uses appropriate coaching, supervisory, and evaluation techniques to facilitate continuous improvement and employee development.
- Directly working with the Public Works Manager, participates in management of selection, training, and evaluation of personnel; establish and monitor employee performance objectives; and performance management.
- Participates in preparing evaluations and recommends promotions and disciplinary action to the Public Works Manager.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, this position works outdoors in all weather conditions, including wet, hot and cold. The individual may use cleaning and lubricating chemicals, pesticides or herbicides which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the individual to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Public Works Superintendent. An example of obtaining the required qualifications is to possess five years of experience in municipal public works maintenance work, including two years in a supervisory or lead capacity; and a high school diploma or equivalent.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver’s license.

Certificates in the following areas highly desired:

- Arborist Certificate
- Playground Inspection Certificate
- Pesticide Certificate
- Grade 1 Collection Systems Maintenance

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and methods of public works maintenance, supervision, program development and administration including streets, storm drain, garage/fleet, sewer collection, facilities/buildings, and landscape/parks/trees. Operating characteristics and safety requirements for operation of trucks, construction vehicles and other heavy and light equipment; defensive driving; computer inventory and record keeping activities. Facility condition assessment and reporting. Plan review for determining impact on maintenance activities and maintenance cost. Public administration policies and procedures; structure and organization of public sector agencies; principles and practices of public personnel administration; budget development and implementation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Oversee and participate in the management of multiple sections, work groups, and/or service areas within a comprehensive public works maintenance division. Select, supervise, train, and evaluate staff. Respond to after hours call-outs and reside within a reasonable distance from the downtown City area within three months of employment. Estimate costs and carry out work programs. Read and interpret engineering plans and specifications. Prepare, organize, and maintain inspection field and office data, and reports; perform required mathematical computations; effectively communicate technical information orally and in writing. Consult effectively with management, staff and the public; serve as a liaison between various public agencies; participate in developing and administering a budget; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Safely and effectively operate a variety of maintenance and construction equipment, tools and materials; operate an office computer and applicable software, including word processing and spreadsheet software.



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a third amendment to Unrepresented Compensation Program which includes the following: extending the term of the program to end on December 31, 2017, adding approved Utilities Operation Manager, adding Exhibit 3, duly approved and adopted compensation schedule approved on June 27, 2017, and administrative clean up amendments

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 "Kathy Robinson".

Kathy Robinson, Human Resources & IT
Director

BACKGROUND

On March 8, 2016 City Council approved Resolution 2016-36 establishing a new Unrepresented Compensation program from March 8, 2016 through December 31, 2016. On September 13, 2016 approved Resolution 2016-124 amending the Unrepresented Compensation program and extended the term of the program to end on June 30, 2017.

DISCUSSION

The intent of establishing the Unrepresented Compensation Program was to promote the development of a stronger, more effective management team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. In an effort to continue this commitment to the management team, the City should continue to recognize this program as the City Council's commitment in retaining good department heads and mid-managers and strengthening the managers (if any) who's effectiveness and performances fall short of reasonable levels of expectation. Under recommendation of the Interim City Manager with support of mid-managers and department heads, the term of the program which is currently set to expire on June 30, 2017 shall be extended to expire on December 31, 2017.

Additional administrative clean up amendments made to the unrepresented compensation program include the the following:

- Section 1.3 Employees Covered:
 - Add: Utilities Operation Manager, approved position in FY 2017-18 Public Works budget, and move City Clerk from Mid-manager group to Department Head group
 - Add: Utilities Operation Manager to Exhibit 3 of the duly adopted and approved compensation schedule adopted June 13, 2017 and effective July 1, 2017
 - Remove: City Clerk from Mid-Managers
 - Add: City Clerk to Department Heads
-

FISCAL IMPACT

None.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Attachment 1. Unrepresented Compensation Program- Reso](#)

[Attachment 2. Unrepresented Comp Resolution Amended 2017-06-27 Tracked Changes](#)

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

Approving a third amendment to Unrepresented Compensation Program which includes the following: extending the term of the program to end on December 31, 2017, adding approved Utilities Operation Manager, adding Exhibit 3, duly approved and adopted compensation schedule approved on June 27, 2017, and administrative clean up amendments

RECITALS

- A. The City currently has two groups of employees who are unrepresented: At-will Executive Management and Mid-Managers; and
- B. On March 8, 2016, City Council approved Resolution 2016-36 establishing a new Unrepresented Compensation program from March 8, 2016 through December 31, 2016; and
- C. On September 13, 2016, approved Resolution 2016-124 amending the Unrepresented Compensation program and extended the term of the program to end on June 30, 2017; and
- D. The City Council affirms its commitment in retaining good department heads and mid-managers and strengthening the managers (if any) who's effectiveness and performances fall short of reasonable levels of expectation.

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

- 1. The City Council approves third amendment to Unrepresented Compensation Resolution extending the term of the program to end on December 31, 2017, adding approved Utilities Operation Manager to the unrepresented compensation program, and approves all administrative amendments.

Approved at a regular meeting of the St. Helena City Council on June 27, 2017 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**UNREPRESENTED COMPENSATION
PROGRAM
(Third ~~Amended~~ ment)**

March 8, 2016 – ~~June 30~~ December 31, 2017

Approved June ~~1427~~, 20167

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

SECTION 1: INTRODUCTION

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- [Section 1.2 Purpose of the Unrepresented Employee Compensation Program](#)
- [Section 1.3 Employees Covered](#)
- [Section 1.4 Exempt Status of Management Employees Covered](#)

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- [Section 3.1 Annual Salary Adjustments](#)
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- [Section 3.3 Confidential Pay Differential](#)
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- [Section 4.1 Tier One: Pension Formulas](#)
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- [Section 5.1 General Provisions](#)
- [Section 5.2 Life Insurance](#)
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SECTION 6: HOLIDAYS

SECTION 7: VACATION LEAVE

- [Section 7.1 Vacation Entitlement](#)
- [Section 7.2 Vacation Accrual](#)
- [Section 7.3 Vacation usage](#)

SECTION 8: EXECUTIVE LEAVE

SECTION 9: OTHER LEAVES OF ABSENCE

- [Section 9.1 Sick Leave](#)
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- [Section 9.3 Bereavement Leave](#)

Section 9.4	Industrial Accident Leave
Section 9.5	Miscellaneous Leave With Pay
Section 9.6	FLMA and CFRA Leaves
Section 9.7	Leave for Pregnancy, Childbirth and Related Medical Conditions
Section 9.8	Leave of Absence Without Pay
Section 9.9	Military leave

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

Section 10.1	Professional Seminars and Training
Section 10.2	Professional Membership Fees
Section 10.3	College Tuition Reimbursement

SECTION 11: OTHER BENEFITS

Section 11.1	Vehicle Allowance for Unrepresented Employees
Section 11.2	Deferred Compensation Plan
Section 11.3	Health Club Membership
Section 11.4	Sick Leave Payout
Section 11.5	St. Helena Charity Based Events

SECTION 12: TERMINATION ALLOWANCE

Section 12.1	Severance Pay
Section 12.2	Allowance Schedule

ATTACHMENT: EXHIBIT 1 SALARY SCHEDULE EFFECTIVE 1/1/16

At-will Employees
Mid-Management Employees
Confidential Employees

EXHIBIT 2 SALARY SCHEDULE EFFECTIVE 3/8/16

At-will Employees
Mid-Management Employees
Confidential Employees

EXHIBIT 3 SALARY SCHEDULE EFFECTIVE 7/1/2017

At-will Employees
Mid-Management Employees
Confidential Employees

SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 *Employee Definitions:*

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 *Purpose of the Unrepresented Employee Compensation Program:*

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 *Employees Covered:*

Employees covered under this program shall include the following:

A. At-Will Executive Management

Finance Director

Fire Chief

Library Director

Planning/Community Development Director

Police Chief

Public Works Director

Recreation Director

Human Resources & Information Technology Director

City Clerk

B. Mid-Management

Assistant Public Works Director
 Chief Building Official
 Grant & Finance Manager
 Library Manager
 Police Lieutenant
 Management Analyst
 Public Works Manager
 Senior Management Analyst (non-Confidential)
 Senior Planner
 Water Conservation Coordinator
Utilities Operations Manager

C. Confidential

Administrative Services Manager
~~City Clerk~~

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be “At Will” employees, and shall enter into an employment contract, confirming the “At Will” status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager’s employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 Annual Salary Adjustment:

3.1.1 Effective on the same date as the pension cost sharing arrangement described in Sections 4.1.3.2, 4.2.3.2, and 4.3.3.2 becomes effective pursuant to the

required CalPERS contract amendment process, miscellaneous employees salary ranges shall be increased by an additional one percent (1%). This additional 1% salary range increase 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. The City will consider cost sharing for safety employees (Fire Chief, Police Chief, and Police Lieutenant) covered by this resolution at a future date.

3.1.2 The City recognizes that it is appropriate to provide unrepresented employees with a three percent (3%) salary increase, in addition to the one (1%) percent contained in 3.1.1. However, due to the City's current financial challenges, it is unable to provide unrepresented employees with the three percent (3%) increase at this time. The City will review whether there is adequate funding after the FY 2016-17 Budget is finalized and determine whether unrepresented employees shall receive a salary increase and the effective date of any salary increase.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The "2% @ 55" (for miscellaneous employees) or "3% @ 50" (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The "2% @ 60" (for miscellaneous) or "3% @ 55" (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as

stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS**5.1 General Provisions:**

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.**5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.****SECTION 6: HOLIDAYS**

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September

Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor, or,

in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September	20 hours awarded on the date of hire, 40 hours additional at-will
October – December	10 hours awarded on the date of hire, 20 hours additional at-will

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not

exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 Leave of Absence Without Pay:

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 Military Leave:

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 Professional Seminars and Training:

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 Professional Membership Fees:

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS

11.1 Vehicle Reimbursement:

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance

of \$100 per pay period. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$100 per pay period to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

Upon separation, the City will pay out 50% of accrued sick leave. Retirees have the option of using 100% of their accrued sick leave towards health premiums.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law..



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing appointment of City Manager and approval of an Employment Agreement between the City of St. Helena and Mark Prestwich; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action for City Manager beginning July 31, 2017 provides for an annual base salary of \$189,880 with the following benefits, vehicle allowance of \$250 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period

CEQA Determination: Not a CEQA project

Prepared By: 

Kathy Robinson, Human Resources & IT
Director

Reviewed By: 

Larry F. Pennell, Interim City Manager

Approved By: 

Larry F. Pennell, Interim City Manager

BACKGROUND

On December 2, 2016 the City released a Request for Proposal (RFP) to solicit a qualified executive search firm to perform the City Manager recruitment. Staff developed and circulated an RFP seeking qualifications, pricing and a timeline for completion of an executive search. On January 24, 2017, City Council approved Resolution 2017-24 authorizing the Interim City Manager to execute a professional services contract with Bob Murray & Associates for the recruitment of a City Manager.

The nationwide search conducted by Bob Murray & Associates attracted 49 applicants from around the country. The initial group was screened down to a group of five most qualified candidates who were interviewed by the City Council. The City Council identified Mark Prestwich as their preferred candidate following this rigorous selection process involving interviews with a community committee, executive staff, and no fewer than three meetings with the City Council and top candidates. Mr. Prestwich's professional career spans more than 21 years of operational, project management, and executive experience in small, medium and large California municipalities. He began his professional career with the League of California Cities, a statewide association representing all 482 California cities.

Since June 2014, Mark has served as City Manager of Nevada City, California, a small full-service City and the County seat for Nevada County. Between 2006 and 2014, Mark served as a Special Projects Manager for the City of Sacramento, California's 6th largest city, managing citywide strategic initiatives and innovation projects. Mark's career also includes assisting with the Napa Flood Control Project between 1999 and 2006 when he worked for the City of Napa Public Works Department and City Manager's Office.

In 2007, Mark was elected President of the Municipal Management Association of Northern California (MMANC) after serving four consecutive years as an MMANC Board Member. Mark has been involved with statewide efforts to prepare the next generation of local government leaders and is a member of the International City/County Management Association (ICMA).

DISCUSSION

Formal appointment of the City Manager and adoption of the Employment Agreement are proposed for this meeting. As outlined in the attached agreement the terms of compensation are similar to previous City Manager compensation. Mr. Prestwich will be provided with an initial annual base salary of \$189,880. He will receive vehicle allowance of \$250 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period. If the the appointment is approved, Mr. Prestwich expects to start with St. Helena on July 31, 2017.

FISCAL IMPACT

The fiscal impact of the term is consistent with costs budgeted and approved for the City Manager for Fiscal Year 2017/18 and a budget amendment is not anticipated.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Attachment 1. RESO Approving CM Appointment](#)

[Attachment 2. Mark Prestwich Employment Agreement Final](#)

Attachment 1

CITY OF ST. HELENA
RESOLUTION NO. 2016-25

Authorizing appointment of City Manager and approval of an Employment Agreement between the City of St. Helena and Mark Prestwich; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action for City Manager beginning June 27, 2017 provides for an annual base salary of \$189,880 with the following benefits, vehicle allowance of \$250 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period

RECITALS

- A. The City requires the services of a person with proven executive and administrative qualification to fill the position of City Manager; and
- B. The City Council finds that this position requires specialized skills; and
- C. The City, acting by and through its City Council, desires to employ the services of Mark Prestwich as City Manager.

RESOLUTION

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

- 1. Authorizes the execution of the agreement, attached as Exhibit "a", between Mark Prestwich and the City of St. Helena for City Manager services and appoints Mark Prestwich as the City Manager.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on June 27, 2017 by the following roll call vote:

Mayor Galbraith: _____

Attachment 1

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

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ST. HELENA
AND MARK PRESTWICH**

INTRODUCTION

This Agreement is entered into by and between the CITY OF ST. HELENA (herein "City") and MARK PRESTWICH (herein "Employee"), an individual who has the education, training, and experience in local government management, to perform the duties and services of the position of City Manager. City and Employee agree as follows:

1. TERM

The terms of this Agreement shall become effective on July 31, 2017, and shall remain in full force and effect until June 30, 2022, unless terminated earlier by the City or the Employee as provided in Section 7 of this Agreement.

2. DUTIES AND AUTHORITY

A. City agrees to employ Mark Prestwich as City Manager of City, to be the chief executive officer of City, to perform the functions and duties specified in St. Helena Municipal Code Chapter 2.12, and to perform any other legally permissible and professionally appropriate duties and functions as the Council may assign from time to time.

B. Employee shall perform his obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity, and good workmanship to every aspect of his obligations.

C. The City Council recognizes that to meet the challenges facing the City it must spend time each year outside of the regular City Council meetings to work with the City Manager and staff on setting goals and priorities for the City government, and to work on any issues that in Council's view may prevent optimal achievement of City goals.

3. COMPENSATION

A. For the services to be provided pursuant to this Agreement, City agrees to pay an annual base salary of \$189,880 (Base Salary), payable in installments at the same time as other management employees of the City and in accordance with law and established City procedure.

B. Thereafter, Employee's Base Salary shall be reviewed annually by City for consideration of increase. Any increase shall be effective only through approval of an amendment to this Agreement.

4. **BENEFITS**

A. **General Benefits.** Except as modified by this Agreement, Employee shall be entitled to the following benefits authorized by the Council for Department Heads as set forth in the following sections of the Unrepresented Compensation Program:

- Section 4 (Retirement Benefits),
- Section 5 (Insurance Benefits),
- Section 6 (Holidays), as modified by Section C.3 below,
- Section 7.2 (Vacation Accrual) as modified by Section C.1 below,
- Section 7.3 (Vacation Usage),
- Section 8 (Executive Leave), as modified by Section C.2 below,
- Section 9 (Other Leaves of Absence),
- Section 11.3 (Health Club Membership),
- Section 11.4 (Sick Leave Payout), and
- Section 11.5 (St. Helena Charity Based Events).

B. **Vehicle.** Employee shall receive a vehicle allowance of \$250 per pay period.

C. **Leave.**

1. **Vacation:** Employee shall accrue vacation at a rate of 160 hours per fiscal year. This amount shall be prorated in the 2017-18 year to reflect the July 28, 2017 start date. The maximum vacation accrual is 240 hours, and no additional vacation leave shall be earned in any year above the 240 hour cap. The provisions of Sections 7.2, and 7.3 of the Unrepresented Compensation Program apply to Employee's use of vacation, except the vacation accrual cap for Employee shall be as stated in this Section C.1.

2. **Executive Leave:** Employee shall be credited with 40 hours (5 days) of Executive leave on January 1st of each year as required by Section 8 of the Unrepresented Compensation Resolution. In lieu of the first year proration provisions of Section 8 of the Unrepresented compensation Resolution, on July 28, 2017, Employee shall be credited with 80 hours of Executive Leave. This amount may not be carried over into the 2018 calendar year. With this exception all other requirements of Section 8 of the Unrepresented Compensation Resolution shall apply to Employee's Executive Leave.

3. **No Floating or Personal Convenience Holidays:** Notwithstanding any provisions of the Unrepresented Compensation Program, Employee shall not be entitled to any floating or personal convenience holidays.

4. **Sick Leave:** Effective July 28, 2017, Employee shall receive 80 hours of sick leave as an advance on the usual accrual of sick leave. After ten months of employment, Employee will accrue and may use sick leave and other leaves of absence in the same manner and under the same limitations provided

to and imposed upon Department Heads under Section 9 of the Unrepresented Compensation Program.

D. **Deferred Compensation.** City will match employee contribution up to \$200 per month.

E. **General Business Expenses**

1. City recognizes that certain general expenses, including dues, subscriptions, travel, and subsistence expenses are reasonably incurred by Employee in the performance of job-related activities, functions, meetings, professional development, and professional conferences such as the annual International City/County Management Association (ICMA) and League of California Cities. City agrees to budget and pay for such general expenses incurred for job-related activities as necessary for full participation in national, state, or local professional associations such as ICMA and the California City Management Foundation.

2. City agrees to budget and pay for expenses related to educational courses, short courses, seminars, and institutes that will benefit the City and improve Employee's professional abilities.

3. City shall reimburse Employee for membership and participation in any community or civic organizations in which the City requires or encourages Employee to participate.

4. City shall reimburse Employee for expenses and travel as required by Municipal Code Section 2.12.050.

F. **CalPERS Retirement.**

1. **CalPERS Benefits.** Employee shall receive retirement benefits from, and make contributions to CalPERS as required by law and Section 4 of the Unrepresented Compensation Program. City makes no promises regarding any particular level of CalPERS pension benefits to which Employee may be entitled based on his employment with the City.

2. **Cost Sharing.** Employee shall be subject to the provisions of the miscellaneous member pension cost sharing requirements under the Unrepresented Compensation Program and related CalPERS contract for miscellaneous employees. These provisions are subject to future amendment pursuant to law and applicable City procedures. As of the effective date of this Agreement, these provisions require the Employee to contribute an additional 1% of his compensation earnable toward the City's required pension contribution amount, in addition to the CalPERS required employee contribution amount.

5. AT-WILL STATUS

Employee understands and acknowledges that he is an at-will employee of the City and, therefore, may be terminated by the City Council without cause.

6. **SEPARATION**

A. **Resignation.** Employee may resign at any time and agrees to give City a minimum of thirty (30) days advance written notice of the effective date of the resignation, unless the parties otherwise agree in writing.

B. **Retirement.** Notwithstanding the notice requirement set forth in Section 6.A, if Employee retires from full time public service with City, Employee shall provide City with a minimum of four months' advance notice. The Employee's actual retirement date will be mutually established.

C. **Termination.**

For the purpose of this agreement, termination shall occur when:

1. The term of Agreement as set forth in Section 1 ends – i.e., on June 30, 2022.

2. The majority of the City Council votes to terminate the employee at a properly noticed and duly authorized meeting. This subsection is subject to the limitations set forth in Municipal Code Section 2.12.040.

3. If the City reduces the base salary, compensation, or any other significant financial benefit of the Employee by a greater percentage than the average reduction of all department heads, the Employee shall have the right to declare such action(s) a termination.

4. If the City, citizens or the State legislature substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

5. If the Employee resigns following an offer to accept resignation by the City as representative of the majority of the City Council that the Employee resign, then the Employee shall have right to declare such offer a termination as of the date of the offer.

6. The City terminates this Agreement for cause.

7. **SEVERANCE**

A. If the Employee is terminated without cause according to Section 6.C (2), (3), (4), or (5) above, then Employer shall provide a severance equal to his then current monthly base salary times the lesser of the number of months remaining on the contract, or the following amounts depending on the timing of the termination:

- If termination occurs within the first year of employment, nine (9) months;
- If termination occurs within the second year of employment, eight (8) months;

- If termination occurs within the third year of employment, seven (7) months;
- If termination occurs in any year after the third year of employment, six (6) months.

B. The severance pay provisions of Section 7.A are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, at the Employee's option. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the City-established termination date.

C. If Employee is unable to perform the requisite duties expected under this Agreement because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave then, the City shall have the option to terminate this Agreement and, notwithstanding the provisions of Section 7.A above, the Employee shall not be entitled to severance. If Employee is terminated because of permanent disability, Employee shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

D. Notwithstanding Section 7.A, above, the City shall not be obligated to pay any compensation, benefits, or severance under the provisions of this Agreement if Manager is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury, or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for City to confirm the cause for termination hereunder, the City may place Manager on paid administrative leave.

E. If Employee's termination from City employment is the result of the expiration and/or non-renewal of the term of this Agreement, Employee shall not be entitled to severance pay under Section 7.A of this Agreement, but shall receive any termination benefits and payments required by law.

F. Pursuant to Government Code Section 53243.4, all of the following requirements apply:

1. If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

2. If any express or implied provision of this Agreement, the Municipal Code of the City, or any policy or practice of the City provide paid leave salary to

Employee pending an investigation, this paid leave salary shall be full reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

3. If any express or implied provisions of this Agreement, the Municipal Code of the City, or any policy or practice of the City provide for payment of funds for the legal criminal defense of Employee, the funds paid for his legal defense shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

8. PERFORMANCE EVALUATIONS

A. The Council shall review and evaluate the performance of Employee, including eligibility for any discretionary, performance-based increase, at least once annually no later than May of each year following Employee's commencement of employment.

B. The City Council and Employee shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year.

C. Employee shall be eligible for a performance bonus based on the Council's determination that Employee has significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any year is at the sole discretion of the City Council.

9. HOURS OF WORK

The Employee shall perform all duties that may arise under this Agreement to the best of his ability in accordance with the highest professional and ethical standards of the profession, including that Employee shall devote full time and attention to those duties as necessary to meet the goals and objectives of the Council as established according to the terms of this Agreement. Employee is an exempt employee under the federal Fair Labor Standards Act.

10. OUTSIDE ACTIVITIES

Employee shall not engage in compensated teaching, consulting, or other non-City business without the prior approval of the Council. Such outside activities shall not interfere with the performance of Employee's duties under this Agreement.

11. CONFLICT OF INTEREST

Employee shall be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his employment as City Manager. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

12. INDEMNIFICATION

To the extent required by the California Government Claims Act (Government Code Section 810, et seq.), City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. City has the discretion to determine whether to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee as described herein, for any acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other action occurs during or following Employee's employment with City as City Manager. The indemnification provisions of this Agreement shall not extend to any judgment for damages arising out of any willful wrongdoing or acts performed outside of the normal course and scope of Employee's employment as City Manager.

13. GENERAL PROVISIONS

A. **Notices.** Any notice to be given by either party to the other shall be in writing and shall be considered delivered when transmitted either by personal delivery or by mail, registered or certified, postage pre-paid with return receipt requested and properly addressed as follows:

To City:

MAYOR AND CITY COUNCILMEMBERS CITY OF ST. HELENA
1480 MAIN STREET
ST. HELENA, CA 94574

To Employee:

MARK PRESTWICH
Address on file with HR Department.

Any party may change its/his address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

B. **Waiver.** The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

C. **Construction of Terms.** The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be

resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

D. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void, or invalid in whole or in part for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other agreements to effectuate the intent of the parties and the purpose of this Agreement.

E. **Controlling Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California with venue proper only in the County of Napa, State of California.

F. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties pertaining to the employment of Employee by City and supersedes all prior and contemporaneous agreements, representations, promises, and understanding of the parties whether oral or in writing. No supplement modification, or amendment of this Agreement shall be binding unless executed in writing by all parties and this Agreement may not be altered, amended, or modified by any other means. Each party waives any future right to claim, contend, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement course of conduct, waiver, or estoppel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

City of St. Helena:

Employee:

Alan Galbraith, Mayor

Mark Prestwich

Date:_____

Date:_____

Approved as to Form:

Thomas B. Brown, City Attorney

Date:_____



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving temporary appointment of Public Works Director & City Engineer Erica Ahmann Smithies as Interim City Manager, and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action on salary increases related to Director Ahmann Smithies' compensation is a 20% base salary increase adjustment to \$175,885 for her additional capacity as Interim City Manager

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

The City of St. Helena's Employees Handbook Section X. Subsection J. Out-of-Class pay specifies that when, because of the absence of a Department Head or other

supervisory personnel, a Miscellaneous employee who performs substantially all of the functions (full-time) of the higher classification, the employee will receive an increase of no less than ten percent of his or her base salary equivalent wage. The increase will be effective after the third week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. While the definition of a "Miscellaneous employee" is an employee other than a Department Head, a Safety employee, an elected official, or an appointed member of an advisory board or commission, it is the City's current and past practice to apply this to a Department Head acting in the capacity of an Interim City Manager.

DISCUSSION

Interim City Manager Larry Pennell has reach the end of his contract and his last day will be June 30, 2017. During Mr. Pennell's tenure as Interim City Manager, Mr. Pennell would name a Department Head as the Acting City Manager during times in which he was unavailable to act in his capacity as City Manager which typically occurred Friday through Sundays since his contract started in late January of 2017 and has been rotated among various department heads. Mr. Pennell recommends appointing Director Erica Ahmann Smithies as the Interim City Manager until the City Council appoints a permanent City Manager. Department Head (DH) Erica Ahmann Smithies is the only DH that will be available for the entire interim duration and it is Mr. Pennell recommendation to temporarily increase Director Ahmann Smithies salary to \$175,885 which is an additional 20% to her current base salary, and for the salary increase to be effective June 30, 2017 consistent with Mr. Pennell's end of contract and will end when the City Council appoints a City Manager.

FISCAL IMPACT

Total fiscal impact of a 20% increase to the base salary is estimated to be no more than 30 days and would require a transfer from the General Fund reserves of \$2,802.

RECOMMENDED ACTION

Approve.

ATTACHMENTS

[Attachment 1. Interim CM RESO](#)

Attachment 1

CITY OF ST. HELENA
RESOLUTION NO. 2016-25

Approving temporary appointment of Department Head Erica Ahmann Smithies as Interim City Manager, and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action on salary increases related to Director Ahmann Smithies' compensation is a 20% base salary increase adjustment to \$175,885 for her additional capacity as Interim City Manager

RECITALS

- A. Interim City Manager Larry Pennell has served as the City Manager since late January 24, 2017 and his contract will end on June 30, 2017; and
- B. Consistent with City's Employee handbook and past practice, in the absence of a department head or other supervisory personnel, an employee who performs substantially all of the functions (full-time) of the higher classification, the employee will receive an increase of no less than ten percent of his or her base salary equivalent wage; and
- C. Department Head (DH) Erica Ahmann Smithies is the only DH that is available for the entire interim duration; and
- D. The City Council has actively recruited for a permanent City Manager and employment is expected to commence within the next 30 days; and
- E. Until Permanent City Manager has commenced, the City Council will need to appoint an Interim City Manager.

RESOLUTION

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

- 1. Appoint Department Head Erica Ahmann Smithies as Interim City Manager and temporarily increase his/her base salary to \$175,885; and
- 2. Approves a budget adjustment from the General Fund reserves to cover the additional cost anticipated to be in amount no greater than \$2,802.

Attachment 1

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on June 27, 2017 by the following roll call vote:

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

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing a budget expense increase of \$160,647 to the General Fund (101), a budget expense increase of \$80,827 to the Water Fund (561), a budget expense increase of \$727 to the Wastewater Fund (571), a budget expense increase of \$35,000 to the Affordable Housing Fund (751), a budget revenue increase of \$169,727 to the General Fund (101), and a transfer of \$47,725 from the General Fund (101) to the Fire Department Equipment Replacement Fund (593).

CEQA Determination: Not a CEQA project

Prepared By: 
April Mitts, Finance Director

Reviewed By:

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

The City amends its budget during the year as new and updated information becomes available, or at various times during the year to appropriate funds for expenses that were not anticipated at the time the budget was adopted.

DISCUSSION

NAPA VALLEY TV

During the February 14, 2017 City Council meeting an Ad Hoc Utility Rate Committee was created with the intent to review the Water and Wastewater Rate Study approved

by City Council on November 29, 2016. To allow individuals who could not attend the Ad Hoc meetings, City Council approved Resolution No. 2017-45 authoring a budget adjustment of \$5,400 split between funds 561 and 571 for the recording of the Ad Hoc Utility Rate Committee meetings. The actual cost for recording of the Ad Hoc meetings was \$6,854. At this time staff is requesting an additional \$1,454 split between funds 561 and 571 to cover all expenses associated with the recording of the Utility Rate Ad Hoc Committee Meetings.

In addition, the City incurred costs for the recording of the Special Budget meeting held on May 2, 2017. The costs associated with this meeting totaled \$2,458. At this time staff is requesting an additional \$2,458 from the General Fund to cover the expenses associated with the recording of this meeting. Table 1 provides a summary of the budget adjustments requested.

Table 1 – Budget Adjustment for Napa Valley TV Expenses

Fund	Amount
101	\$2,458
561	\$727
571	\$727
TOTAL	\$3,912

STRIKE TEAMS

Throughout the year the City of St. Helena's Fire Department participates in Strike Teams as necessary. Strike Teams are used to respond to fires anywhere in the State of California where normal support is not adequate. Salaries paid to firefighters for attending Strike Teams is not included as a regular budgeted item because the amount of Strike Team responses is based on the number of incidents in a year. During FY 17, St. Helena Firefighters responded to 5 Strike Teams which consisted of: Soberanes, Clayton, Blue Cut, Tulley, and Canyon fires between July 2016 and September 2016.

When the St. Helena Fire Department responds to Strike Teams it receives funds to cover staff costs, use of City fire equipment/apparatus, and administrative costs. Staff costs are reimbursed based on actual hours deployed to the fire, use of fire equipment/apparatus is based on the type used, and the administrative fee is based on a percentage of the total amount received.

The City has established an equipment replacement/repair fund specifically for the Fire Department. All funds received for use of equipment/apparatus for Strike Teams is to be transferred into this fund.

A budget request is being taken to City Council to account for the funds received for the Strike Teams in FY 2017. The following requests are being made:

An increase to expense account #101-4800-2020 (Temp/Part-Time) of \$108,189 for additional hours paid to firefighters for their participation in Strike Teams.

An increase to revenue account #101-3280-0000 (Emergency Relief) of \$169,727 for funding received for participation in Strike Teams.

A transfer from General Fund (101) to Fire Department Capital Equipment Replacement Fund (593) for \$47,725 received for use of fire equipment/apparatus during Strike Teams which occurred and were reimbursed in FY 2017.

ATTORNEY

The City of St. Helena contracts with Burke, Williams & Sorensen, LLP to provide legal services for the City of St. Helena. The adopted FY 2016/17 budget allocated a total of \$642,037 for attorney services across several funds as shown in Table 2.

Table 2 – Adopted FY 2016/17 Attorney Budget

Fund	Amount
General Fund	\$582,037
Water Fund	\$15,000
Wastewater Fund	\$15,000
Affordable Housing Fund	\$30,000
TOTAL	\$642,037

During the mid-year budget review on January 24, 2017 a budget increase for the City Attorney of \$190,000 was approved by City Council. The budget increase was due to the following:

Table 3 – Adjusted Attorney Budget adopted on January 24, 2017

Fund	Amount	Reason
General Fund	\$50,000	Costs associated with enforcement of Short Term Rentals
General Fund	\$100,000	Costs associated with general contract services
General Fund	\$40,000	Costs associated with Public Records Act requests
Water Fund	\$135,000	Costs associated with litigation associated with a challenge to the City's operation of the Bell Canyon Reservoir
TOTAL	\$325,000	

Table 4 is a summary of the Adjusted FY 2016/17 budget which includes the mid-year budget adjustments adopted on January 24, 2017.

Table 4 – Adjusted FY 2016/17 Attorney Budget

Fund	FY 17 Adopted	Adjusted Amount	FY 17 Adjusted 1/24/17
General Fund	\$582,037	\$190,000	\$772,037

Water Fund	\$15,000	\$135,000	\$150,000
Wastewater Fund	\$15,000	\$0	\$15,000
Affordable Housing Fund	\$30,000	\$0	\$30,000
TOTAL	\$642,037	\$325,000	\$967,037

At this time staff is requesting additional budget adjustments to the City Attorney budget. The following requests are being made:

1. An increase of \$50,000 to the General Fund for General Municipal Services for the remainder of FY 2016/17
2. An increase of \$80,000 to the Water Fund for ongoing costs related to litigation, general municipal services, and Public Records Act requests.
3. An increase of \$35,000 to the Affordable Housing Trust fund for costs associated with various affordable housing projects in St. Helena, primarily Turley Flats.

Through April 30, 2017 the City has spent the following on General Fund items:

1. General Municipal Services - \$314,537
General municipal services include services such as regular attendance at City Council, Planning Commission and Executive Staff meetings; response to daily inquiries and requests for legal advice from Council members, City Manager and Executive Staff; review and revisions of staff reports and agendas; drafting and review of City ordinances and resolutions; assistance with code enforcement issues; conflict of interest consultation and advice.
2. Short Term Rental ("STR") Abatement - \$72,876
This involves abatement, by lawsuit and/or directive, of illegal STRs for properties including 1170 Peppertree Court, 130 Reed Court, 1655 Scott Street, 1570 Main Street, 430 Pratt Avenue. This figure includes TOTs, penalties, interest, as well as approximately \$98,000 in attorney's fees. This amount has been offset as part of settlements exceeding \$330,000.
3. Transactions & Use Tax - \$10,341
This involves the drafting of the Measure D transaction and use tax ordinance, resolutions placing measure on ballot, impartial legal analysis of measure, advising City Clerk related to election compliance and implementation of approved measure with State Board of Equalization
4. Code Enforcement - \$10,880
This involved attendance at a code enforcement hearing before the City Manager and assistance in drafting the Manager's findings and decision, and is offset by receipt of \$4,500 in fees imposed by the decision.
5. Adams Street Disposition & Development - \$13,549

This includes review and revisions to RFP documents, preparation of form Exclusive Negotiation Agreement, review of proposals submitted by three prospective developers, and providing legal advice to and participation in review of proposals and interview of prospective developers as part of RFP review team.

6. PRA Review - \$28,366

This includes: (1) over two dozen PRA Request from one requestor which required review of thousands of pages of documents; (2) multiple requests related to Measure A and the Hunter project, which also necessitated review of thousands of pages of documents; and (3) miscellaneous other requests related to review of medical records with privacy/HIPAA implications.

7. PBID Review - \$14,496

This includes review, research, analysis and revision of several drafts of proposed PBID Management Plan, communications with PBID proponent and PBID assessment engineer, and review and revision of staff report.

8. Public Contract Issues and Advice - \$34,912

This includes ongoing review and revisions of City agreements and related contract drafting and implementation issues.

9. Misc. Development - \$19,095

10. Labor and Employment - \$38,613

This includes response to regular inquiries from City staff concerning labor and employment issues; employee disciplinary matters; Government Code and PERS compliance advice and drafting for Interim and permanent City Manager agreements.

11. Litigation - \$79,970

This includes the Bradshaw Housing Discrimination claim, the Saldana code enforcement litigation, and continued work in connection with the Calderon litigation and settlement.

12. Hunter Project Review - \$33,331 (100% of this cost is recovered from the developer).

Through April 30, 2017 the City has spent the following on Water Fund items:

1. General Municipal Services - \$20,010

2. Water Audit/Grant Reynolds Litigation - \$115,566

This includes approximately \$49,000 in payments to hydrology and fish biology consultants. It also includes analysis and response to the claim, answering the complaint, preparing for and defending depositions, responding to discovery

requests, working with experts, attendance at City Council closed sessions and negotiating settlement.

3. Water Audit PRA - \$24,099

This includes numerous, extensive PRA requests related to York Creek Dam involving review of thousands of pages of documents resulting in ultimate production of more than 5,200 pages of material, narrowing the scope of the requests, due to threats of litigation and staff shortages.

Through April 30, 2017 the City has spent the following on Affordable Housing items:

1. McCorkle Project - \$8,628

This includes review and drafting of deed restrictions to ensure affordability, CC&Rs, documents related to the public improvements, subordination documents, and documents related to vacation of easements. It also includes research and analysis related to prevailing wage issues, and assistance with project implementation.

2. Turley Flats - \$29,412^[1]

This matter, in progress since 2014, has required extensive staff and attorney time to address, among other matters, the Developer's requests for additional funding and fee waivers, compliance with relocation requirements, modifications to City loan documents to address direction of the City Council, negotiation with the County of Napa regarding the County's funding contribution, loan documents, lien priority, and County requirements for a City RHNA contribution and City indemnity agreement, negotiation with the conventional lender regarding an intercreditor agreement to address disbursement of funds and lien priority, and due diligence review of Developer submittals including insurance and other matters.

^[1] Extensive work was required on this matter during May, and continues into June.

FISCAL IMPACT

The Fiscal Impact of approving the budget adjustments will be the following:

Table 5 – Summary of Fiscal Impact - Expenses

Item	Fund	FY 17 Adopted	FY 17 Adjusted 1/24/17	New Request	FY 17 Adjusted 6/27/17
Napa Valley TV	101-4100-2110	\$0	\$0	\$2,458	\$2,458
Napa Valley TV	561-4100-2110	\$0	\$2,700	\$727	\$3,427
Napa Valley TV	571-4100-2110	\$0	\$2,700	\$727	\$3,427
Strike Teams	101-4800-2020	\$0	\$0	\$108,189	\$108,189

Attorney	101-4400-2130	\$335,000	\$582,000	\$50,000	\$632,000
Attorney	561-4400-2130	\$15,000	\$150,000	\$80,000	\$230,000
Attorney	751-4400-2130	\$30,000	\$30,000	\$35,000	\$65,000

Table 6 – Summary of Fiscal Impact – Revenues

Item	Fund	FY 17 Adopted	FY 17 Adjusted 1/24/17	New Request	FY 17 Adjusted 6/27/17
Strike Teams	101-3280-0000	\$0	\$0	\$169,727	\$169,727

Table 7 – Summary of Transfers

From Fund	To Fund	Amount
101	593	\$47,725

RECOMMENDED ACTION

Staff recommends the City Council approve the resolution authorizing the above budget adjustments. Approving the budget adjustments will still allow the General Fund to maintain a 25% reserve in FY 17/18 based on the adopted budget.

ATTACHMENTS

[Attachment 1 - Budget Adjustment Resolution](#)

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**RESOLUTION APPROVING A BUDGET
EXPENSE INCREASE OF \$160,647 TO
THE GENERAL FUND (101), A BUDGET
EXPENSE INCREASE OF \$80,827 TO THE
WATER FUND (561), A BUDGET
EXPENSE INCREASE OF \$727 TO THE
WASTEWATER FUND (571), A BUDGET
EXPENSE INCREASE OF \$35,000 TO THE
AFFORDABLE HOUSING FUND (751), A
BUDGET REVENUE INCREASE OF
\$169,727 TO THE GENERAL FUND (101),
AND A TRANSFER OF \$47,725 FROM
THE GENERAL FUND (101) TO THE FIRE
DEPARTMENT EQUIPMENT FUND (593)**

RECITALS

WHEREAS, City staff has conducted a comprehensive review of the City's budget;

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

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

RESOLUTION

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

General Fund (101) Revenue:

1. Increase to 101-3280-0000: \$169,727

General Fund (101) Expenditures:

1. Increase to 101-4100-2110 - \$2,458
2. Increase to 101-4800-2020 - \$108,189

3. Increase to 101-4400-2130 - \$50,000

Water Fund (561) Expenses:

1. Increase to 561-4100-2110 - \$727
2. Increase to 561-4400-2130 - \$80,000

Waste Water (571) Fund Expenses:

1. Increase to 571-4100-2110 - \$727

Affordable Housing Fund (751) Expenses:

1. Increase to 751-4400-2130 - \$35,000

Transfers

1. Transfer of \$47,725 from General Fund (101) to Fire Department Equipment Fund (593).

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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



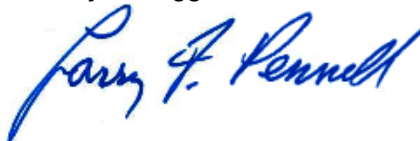
Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Consent

Subject: Consideration and Proposed Approval of a Resolution approving an Employment Agreement with André Pichly and Ratifying the City Manager's Appointment to serve as the Recreation Director; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action for Recreation Director beginning July 26, 2017 provides for an annual base salary of \$125,572 with the following benefits, vehicle allowance of \$200 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period

CEQA Determination: Not a CEQA project

Prepared By: 
Mandy Kellogg, Admin Services Mgr

Reviewed By: 
Larry F. Pennell, Interim City Manager

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

The City's Recreation Director resigned in April 2017. During this time the City conducted a recruitment for the Recreation Director position. The City received 99 applications for the position. The five highest ranking applicants were selected and interviewed by a distinguished panel on June 8, 2017. The top candidate has been identified.

DISCUSSION

André Pichly was interviewed and has been selected to serve as the City's next Recreation Director. Mr. Pichly has over 27 years of experience in the field of parks and recreation. Mr. Pichly is an adjunct faculty member of the Recreation, Parks and Tourism Administration Department at Sacramento State University. Mr. Pichly holds his CPRP (Certified Park & Recreation Professional) and meets all other requirements for the Director position. In recognition of Mr Pichly's 27 year of public service the City Manager recommends a three (3) month severance payment which is one (1) month longer than stated in the Unrepresented Employee policy and increasing the vacation accrual to fifteen (15) days paid vacation during each full year of his first five years of employment.

FISCAL IMPACT

Funding for this position is included in the FY 17/18 adopted budget and is funded by the General Fund.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution approving the Employment Agreement with André Pichly and ratifying the City Manager's appointment of André Pichly.

ATTACHMENTS

[Recreation Director Attachment 1 - Resolution Employment Agreement](#)
[Employment Agreement Pichly](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-

Ratifying the City Manager's Appointment of André Pichly as the Recreation Director and approving an employment agreement between the City of St. Helena and André Pichly; and in accordance with the newly enacted requirement of California Code Section 54953(c)(3) the recommended final action for Recreation Director beginning July 26, 2017 provides for an annual base salary of \$125,572 with the following benefits, vehicle allowance of \$200 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 2 formula of 2% at 60, final compensation based on highest 12-month period

RECITALS

- A. The City of St. Helena conducted a recruitment process for a Recreation Director; and
- B. André Pichly participated in that process and ultimately emerged as the preferred candidate.

RESOLUTION

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

- 1. Ratify City Manager's appointment of André Pichly as Recreation Director; and
- 2. Approve and authorize the City Manager to enter into an employment agreement effective July 26, 2017 with André Pichly as the Recreation Director of the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 2017 by the following vote:

Mayor Galbraith:

Vice Mayor White:

Councilmember Dohring:

Councilmember Ellsworth:

Councilmember Koberstein:

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Black, City Clerk

André Pichly Employment Agreement
City of St. Helena
Page 1 of 7

EMPLOYMENT AGREEMENT FOR RECREATION DIRECTOR

Between

CITY OF ST. HELENA AND ANDRÉ PICHLY

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of July 26, 2017, between THE CITY OF ST. HELENA, a municipal corporation (City), and ANDRÉ PICHLY (Director or Employee), collectively “the Parties”.

RECITALS

WHEREAS, City desires to employ André Pichly as Recreation Director for the City of St. Helena.

WHEREAS, André Pichly desires to serve as Recreation Director of the City of St. Helena beginning on July 26, 2017.

WHEREAS, André Pichly has the necessary education, experience, skills and expertise to serve as the City’s Recreation Director; and

WHEREAS, The City Manager, as appointing power, and André Pichly desire to agree in writing to the terms and conditions of André Pichly’s employment as Recreation Director.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. **Powers and Duties of the Recreation Director**

(a) Director shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as City Manager may from time to time assign.

(b) Director shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Director shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d) Director shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Recreation Director.

André Pichly Employment Agreement
City of St. Helena
Page 2 of 7

(e) Director shall devote full time to the performance of his duties; the Director shall notify the City Manager of any outside employment, which employment shall not interfere with the Director's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

(f) Director shall maintain a valid California Driver's License as a condition of his employment unless it is not possible because of a documented medical reason.

2. Term

This Agreement is effective July 26, 2017, and will continue in effect until terminated as provided herein. As stated in Section 3, Director's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Director's employment shall be deemed to have an unexpired term of two (2) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Director is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Director for any form of continued employment and (3) upon termination of this Agreement, the Director understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Director and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Recreation Director; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement.** The City Manager and Director may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City.** The City Manager may, in his or her sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Director.

André Pichly Employment Agreement
 City of St. Helena
 Page 3 of 7

(c) **Severance.** Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Director is still willing and able to perform the duties of Recreation Director, the Director shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Director after notice of the termination shall be debited from the period of severance pay. However, in the event the Director is terminated for cause, the Director shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law. Director shall not be entitled to any severance benefits.

(d) **Resignation by Director.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Director to resign at any time from his position as Recreation Director. Director may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Director shall give the City thirty (30) days written notice of his intention to resign.

(e) **Rights and Remedies of Director upon Termination.** Nothing in this Agreement is intended to, or does, confer upon Director any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, unless Director is entitled to a name clearing hearing under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.

(f) **Resignation in Lieu of Termination.** If the Director is terminated without cause, the Director shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Director resigned.

(g) **Administrative Leave.** The City Manager may place the Director on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Director for her services pursuant to the City's publicly available salary schedule for the Recreation Director. Effective July 26, 2017, the Director shall be placed at Step D of the Recreation Director's salary schedule (currently \$125,572). Salary for the Director shall be payable in instalments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager. The Director shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) **Performance Review.** The City Manager shall evaluate the Director's performance by January 30, 2018 and at least annually thereafter.

André Pichly Employment Agreement
 City of St. Helena
 Page 4 of 7

(c). CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a Tier Two Classic Member (2%@60), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program, and makes no promises regarding any particular level of benefits that will be provided under that program.

(d). The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Director's gross pay.

(e) Director shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Director's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) Director shall receive fifteen (15) days paid vacation during each full year of his first five years of employment. Upon commencing employment, the Director shall receive forty (40) hours of vacation as an advance accrual of vacation time. Upon completion of year five (5), the Director may accrue sixteen (16) days paid vacation annually. During years six (6) through ten (10), the Director may accrue an additional eight (8) hours of vacation per year. The maximum vacation that may be accrued by the Director is twenty (20) days per year. The maximum amount of accrued vacation may not exceed 380 hours.

(g) Director shall receive two (2) days of paid floating holidays awarded January 1st of each full year of his first five (5) years of employment. Upon completion of year five (5), the Director will be awarded three (3) additional days of floating holidays per year for a total of five (5). Director shall receive five (5) days of executive leave awarded January 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited. For purpose of calculating Vacation accruals and Floating Holidays; time shall be based on the Director's initial date of hire with the City.

(h) Vehicle Allowance. Director will receive a Vehicle Allowance of \$200 per month.

(i) Communications. Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(j) Professional Development and Training. City shall pay for Director's annual training and membership to essential professional associations.

(k) Hours of Work. The Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director position. If mutually agreed to between the City Manager and the Director, the Director may

André Pichly Employment Agreement
 City of St. Helena
 Page 5 of 7

have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through this position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Director's duties as Recreation Director. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Director:

(a) In the event Director is placed on paid leave pending an investigation, Director shall reimburse such pay to City if she is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event City pays for Director's legal criminal defense, he shall fully reimburse such funds to the City if she is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Director may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

André Pichly Employment Agreement
City of St. Helena
Page 6 of 7

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Manager
 City of St. Helena
 1480 Main Street
 St. Helena, CA 94574

TO EMPLOYEE: André Pichly
 Last home address on file with the City

12. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Director and the City Manager and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Director may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Director acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters in to this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

André Pichly Employment Agreement
City of St. Helena
Page 7 of 7

IN WITNESS WHEREOF, City and the Recreation Director have entered into and executed this Agreement as of the 26th day of July, 2017.

CITY OF ST. HELENA
A Municipal Corporation

RECREATION DIRECTOR

By: _____
Larry Pennell
Interim City Manager

By: _____
André Pichly

Approved as to Form:

By: _____
Thomas B. Brown
City Attorney



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: Public Hearing

Subject: Establishing an Appropriation Limits for Fiscal 2017-2018 and the Selection of Current Year Adjustment Factors

CEQA Determination: Not a CEQA project

Prepared By: 
April Mitts, Finance Director

Reviewed By:

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

State law requires the City to set an appropriation limit after adoption of the annual budget. This limit is commonly known as the "Gann Limit." The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriation limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors are allowed to be used in combination to provide the greatest increase or least decrease in the annual appropriation limit.

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. In June 1990, the people approved Proposition 111, which, among other things, amended the Article XIII-B. The amendment created a new base year of FY 1986-87, allowed annual increases based on the city or county population growth and

assessed valuation growth of non-residential property, provides for exclusion of capital expenditures over \$100,000, and requires an annual independent auditor review of the calculations. Statewide reporting guidelines were developed to define and implement the changes and establish the annual audit requirements.

The City's appropriation limit and the appropriations subject to the limit are calculated based on the statewide reporting guidelines and are reviewed by the independent auditor for compliance with the State law and guidelines. The appropriations limit has increased significantly since 1987 by applying the higher of county or city population growth rates and the percentage of non-residential assessed valuation growth. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION

FY 2017-18 Appropriation

The appropriations limit for FY 2017-18 is \$45,720,764. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 3.69% in combination with the 0.25% increase in City population growth rate.

The FY 2017-18 appropriations of \$45,720,764 is the portion funded from proceeds of taxes that are subject to the limit. This amount is \$34,131,260 or 74.65% under the appropriation limit.

The FY 2017-18 GANN Limit Calculation Sheets and supporting documents are included as Attachment 1.

FISCAL IMPACT

None, since the Appropriation Limit is higher than the Appropriations subject to Limit for Fiscal Year 2017-18.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt Resolution No. 2017-____ establishing an appropriation limit for Fiscal Year 2017-2018.

ATTACHMENTS

[Attachment 1 - GANN Worksheets 2018](#)

[Attachment 2 - Resolution Establishing GANN Limit for FY 2017-18](#)

Attachment 1

**CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2017-18**

PROCEEDS OF TAXES	11,589,505
EXCLUSIONS	0
APPROPRIATIONS SUBJECT TO LIMITATION	\$11,589,505
CURRENT YEAR LIMIT	\$45,720,764
OVER (UNDER) LIMIT	(\$34,131,260)
AVAILABLE CAPACITY AS A % OF LIMIT	74.65%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978/79 fiscal year, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

Attachment 1

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2017-18

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2017-2018 estimated revenues	\$13,104,254
Less:	
Nonproceeds of tax	(\$1,514,749)
Plus:	
User fees in excess of costs	0
Total appropriations subject to limit:	\$11,589,505

APPROPRIATION LIMIT

Fiscal year 2016-2017 appropriation limit:	43,983,747
A. Cost of living adjustment *	1.0369
B. Population adjustment **	1.0025
Change Factor (A x B)	1.0395
Increase in appropriation limit	\$1,737,017
FISCAL YEAR 2017-2018 APPROPRIATION LIMIT	\$45,720,764
REMAINING APPROPRIATION CAPACITY	\$34,131,260
Available capacity as a percent of limit	74.65%

* Based on percentage change in California per capita income.

** Based on annual population change for St. Helena.

Attachment 1

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2017-18

REVENUE SOURCE	PROCEEDS	NON-PROCEEDS	TOTAL
	OF TAX	OF TAX	
Property tax	3,606,041		3,606,041
Retail sales/use tax	4,349,811		4,349,811
Transient occupancy tax	2,711,133		2,711,133
Business license tax	143,550		143,550
Real property transfer tax	117,098		117,098
Motor vehicle in-lieu	648,119		648,119
Public Safety Sales Tax		55,700	55,700
Franchise Taxes		198,815	198,815
Charges for Services		898,732	898,732
Other Revenues		359,705	359,705
SUBTOTAL	\$11,575,752	\$1,512,952	\$13,088,704
PERCENT OF TOTAL	88.44%	11.56%	100.00%
INTEREST INCOME	\$13,753	\$1,797	15,550.00
TOTAL-GENERAL FUND	\$11,589,505	\$1,514,749	\$13,104,254

(excludes interfund transfers & Sales Tax Set-Aside)

Attachment 1

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2002

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2002/2003	0.9873	0.9985	0.9858	32,739,266	32,274,992
2003/2004	1.0231	1.0027	1.0259	32,274,992	33,109,700
2004/2005	1.0328	1.0099	1.0430	33,109,700	34,534,236
2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0382	1.0209	1.0599	41,498,079	43,983,747
2016/2017	1.0537	1.0123	1.0667	43,983,747	46,915,726
2017/2018	1.0369	1.0025	1.0395	\$46,915,726	45,720,764

Attachment 2

CITY OF ST. HELENA

RESOLUTION NO. 2017-_____

**APPROVING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2017-18 AND THE
SELECTION OF CURRENT FISCAL YEAR ADJUSTMENT FACTORS**

RECITALS

- A. **WHEREAS**, the people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and
- B. **WHEREAS**, the State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and
- C. **WHEREAS**, the people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and
- D. **WHEREAS**, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and
- E. **WHEREAS**, the Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and
- F. **WHEREAS**, The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2017-18.

RESOLUTION

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

- 1. The annual adjustment factors used to calculate the FY 2017-18 appropriations limit shall be the change in statewide per capita personal income percentage of 3.69% and the change in City population growth rate of 0.25%; and
- 2. The FY 2016-17 appropriation limit shall be \$45,720,764; and
- 3. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: New Business

Subject: Consideration and proposed approval of a resolution appointing applicants to various boards, commissions and committees

CEQA Determination: Not a CEQA project

Prepared By: *Cindy Black*

Cindy Black, City Clerk

Reviewed By:

Approved By:

Larry F. Pennell

Larry F. Pennell, Interim City Manager

BACKGROUND

The City Clerk held a recruitment seeking applicants from the community to fill expired and/or vacant Boards, Committees and Commissions terms. The Boards, Committees and Commissions that have expiring terms include the Active Transportation & Sustainability Committee, Library Board of Trustees, Parks and Recreation Commission, Planning Commission and the Tree Committee.

DISCUSSION

The City Clerk's office used various forms of communication reaching out to the community to publicize the recruitment. The initial recruitment and subsequent extended recruitment yielded adequate number of applicants for the Library Board of Trustees, Parks & Recreation Committee and the Planning Commission. However, the extended deadline didn't net an adequate number of applicants for the Active Transportation & Sustainability Committee and the Tree Committee.

The following notes expiring terms and available terms to fill:

Planning Commission

Planning Commissioners Tracy Sweeney and Bobbi Monnette terms of office will expire June 30, 2017. Sarah Parker resigned from her position leaving a vacant position expiring on June 30, 2020. Ten applications were received for three available terms.

Active Transportation & Sustainability Committee

Active Transportation & Sustainability Committee members Michael Chisek, Brian Cramer and a vacant position expire June 30, 2017. One application was received for three available terms.

Library Board of Trustees

Library Board of Trustee members David Phinney, Lin Weber and Terry Wood terms of office will expire June 30, 2017. Four applications were received for three available terms.

Parks and Recreation Commission

Parks and Recreation Commission members Matthew Demchuk and a vacant position terms of office will expire June 30, 2017. Two applications were received for two available terms.

***Tree Committee**

Tree Committee members Scott Freeland, Edie Kausch and two vacant positions terms of office will expire June 30, 2017 and one vacant term of office will expire June 30, 2018. No applications were received. The City didn't receive sufficient applicants to fill the terms and no quorum will exist after June 30, 2017.

*Council may want to consider alternatives for the Tree Committee due to consistently not having adequate applicants to fill all the vacant positions. This could include continuous recruitment, merging, suspending or disbanding the committee and City Council will consider all tree permits and related activities.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Per resolution 2013-26 Council Rules of Procedure appointments shall be made by the Mayor and subject to the City Council approval.

Planning Commission (three terms available)

- Appoint two applicants to fill terms expiring 6/30/2021.
- Appoint one applicant to fill a term expiring 6/30/2020.

Active Transportation Sustainability Committee (three terms available)

- Appoint one regular term expiring June 30, 2019.
Library Board of Trustees (three terms available)
- Appoint three terms expiring June 30, 2019.
Parks & Recreation Committee (two terms available)
- Appoint two terms expiring June 30, 2019.
***Tree Committee (six terms available)**
- No applications received to fill vacant positions

*Provide additional direction to staff regarding status of committee.

ATTACHMENTS

[Attachment 1 - Resolution](#)

[Planning Commission Applicants](#)

[Active Transportation and Sustainability Committee Applicant](#)

[Library Board of Trustees Applicants](#)

[Parks and Recreation Applicants](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**APPOINTING MEMBERS TO THE ST. HELENA
PLANNING COMMISSION, ACTIVE TRANSPORTATION & SUSTAINABILITY
COMMITTEE, LIBRARY BOARD OF TRUSTEES, PARKS AND RECREATION
COMMISSION AND TREE COMMITTEE**

RECITALS

- A. Existing vacancies and terms of office will expire on June 30, 2017 for the Planning Commission, Active Transportation & Sustainability Committee, Library Board of Trustees, Parks and Recreation Commission and Tree Committee.
- B. Applications have been received from community members for the various openings. Protocol calls for appointments to be made by the Mayor and approval by the City Council.

RESOLUTION

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

Planning Commission

- 1. The Mayor hereby appoints _____ and _____ to the St. Helena Planning Commission filling terms expiring on June 30, 2021 and _____ filling a vacant term expiring June 30, 2020.

Active Transportation & Sustainability Committee

- 1. The Mayor hereby appoints _____, for a two year term expiring on June 30, 2019; and

Library Board of Trustees

- 1. The Mayor hereby appoints _____, _____, and _____ to the St. Helena Library Board of Trustees for two year terms expiring on June 30, 2018.

Parks and Recreation Commission

1. The Mayor hereby appoints _____, and _____ to the Parks and Recreation Commission filling terms expiring on June 30, 2018.

Approved at a Regular Meeting of the St. Helena City Council on June 278, 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



RECEIVED
PLANNING DEPARTMENT
JUN 01 2017
City of St. Helena

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

PLANNING COMMISSION

Name: JASON DRISCOLL

Home Address:

1911 VINEYARD AVE, SAINT HELENA, CA 94574

Mailing Address: SAME AS HOME

Occupation: WINEMAKER

Business Address: SAME AS HOME

Telephone: Home _____ Cell 707-227-7878 Business _____

E-mail: jason@driscollwineco.com

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 6 years

Current occupation (within last 12 months) WINEMAKER

Business interests in last 12 months: DRISCOLL WINE CO, HIBOU WINE, STORAGE PRO

Previous Committee/Commission Experience:

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

PEPPERDINE UNIVERSITY '09, B.A. INTERNATIONAL POLITICS
CULINARY INSTITUTE OF AMERICA, A.O.S. CULINARY ARTS

Professional and/or community service activities:

COACH OF U6 SAINT HELENA SOCCER, TEAM USA

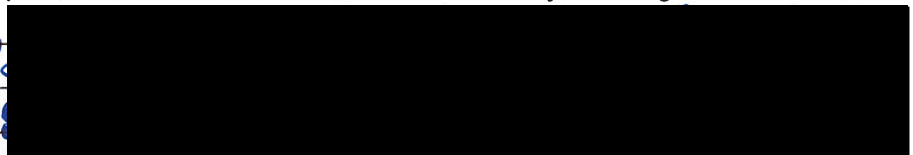
Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

MY WIFE AND I ARE HOMEOWNERS IN SAINT HELENA AND WE ARE RAISING OUR 2 CHILDREN
HERE. ITS IMPORTANT TO ME TO BE INVOLVED IN ANY WAY I CAN IN THE COMMUNITY
THAT MY FAMILY AND BUSINESS ARE BASED IN.

Names, addresses, and phone numbers of three individuals familiar with your background:

JUSTIN STEPHENS,
JIM CLOSE, 707-
DAVE KILLOKAR, 8



Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature]

6/1/2017
 Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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



CITY OF
ST. HELENA

JUN 02 2017

OFFICE OF
CITY CLERK

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

PLANNING COMMISSION

Name: LESTER HARDY

Home Address: 1513 TANTER STREET

Mailing Address: Same

Occupation: LAWYER

Business Address: As of 7/1/17:

Telephone: Home 480-8093 Cell 480-8093 Business 967-9610

E-mail: LTRAINHARDY@YAHOO.COM

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 38 years

Current occupation (within last 12 months) LAWYER

Business interests in last 12 months: LEGAL PRACTICE

Previous Committee/Commission Experience:

St Helena City Council 1990-1994
Utility Rate Ad Hoc Committee 2017

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

B.A. U.C. Santa Cruz 1992
J.D. Stanford Law School 1995

Professional and/or community service activities:

St Helena Kiwanis
Napa CASA

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I believe my experience with local land use policy will enable me to contribute knowledge perspective, and a sound approach to the process.

Names, addresses, and phone numbers of three individuals familiar with your background:

Jeff Farmer
John Stuart
Carrie Thatcher

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant _____ Date 6/2/17

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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



City of St Helena, City Hall
Received

JUN 02 2017

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelenaca.org

1480 Main St.

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Planning Commission

Name: Joshua Parke

Home Address:

1516 Sylvaner Ave

Mailing Address: 1516 Sylvaner Ave

Occupation: Designer

Business Address: PO Box 984 St Helena CA 94574

Telephone: Home _____ Cell [REDACTED] Business _____

E-mail: [REDACTED]

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 3 yrs

Current occupation (within last 12 months) Designer

Business interests in last 12 months: Architectural, interior, and product design

Previous Committee/Commission Experience:

None

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Bachelor of Fine Arts, Sculpture/Painting, Artist in Residence Bildwerk, Bavaria

Teaching experience, Penland School of Crafts, Pilchuck Glass School, Taipei Museum of Glass

Taiwan, Building trades and General Contractor 16 years

Professional and/or community service activities:

None

Local government related experience: None

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I would like my children to grow up in a community that fosters and nurtures the aesthetic
and built environment around us. We have an approval process in need of an objective balance
so home owners and business owners alike can have a reliable path forward in investing in the
community. I'd like to help the city create an environment that encourages momentum for vitality.

Names, addresses, and phone numbers of three individuals familiar with your background:

Doug Washington

Lisa Kirkendall

Kirsten Hampton-Brown

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

6 2 17
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



City of St Helena, City Hall
Received

JUN 0 12017

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelenaca.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

PLANNING COMMISSION

Name: MICHAEL A. CHISCK

Home Address:

2286 BOYSSON LN ST. HELENA CA 94574

Mailing Address: SAME

Occupation: RETIRED

Business Address:

Telephone: Home 646- Cell 522-4747 Business

E-mail: MIKECHISCK@YAHOO.COM

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 4 YEARS

Current occupation (within last 12 months) RETIRED

Business interests in last 12 months: NONE

Previous Committee/Commission Experience:

Active Transportation / Sustainability Comm. Mem -
(Last 12 months as Chairman)

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Please see Attached Resume for professional & education particulars. Note that I am no longer employed. Have not updated resume since I retired.

Professional and/or community service activities:

See resume for non-profit boards. Also involved with neighborhood activities in Washington D.C.

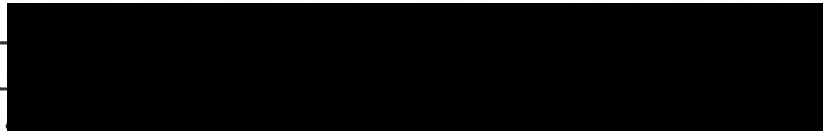
Local government related experience: Worked on local government related projects at McKinsey & Co.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Since moving here have come to love my community. I would like to help St. Helena meet its complex financial challenges while maintaining our quality of life.

Names, addresses, and phone numbers of three individuals familiar with your background:

Mike Clark
Dave Byers
Zachary



Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature]
Signature of Applicant

June 1, 2017
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

MICHAEL A. CHISEK

Corporate Strategy & Investment Planning

Contact

☎ 646.522.4747 ✉ mikechisek@yahoo.com

A trusted advisor and mentor to senior business leaders, skilled at filtering “the heart of the matter” out of complex problems and creating actionable strategies that help organizations to thrive.

History of driving business turnarounds, managing investment portfolios that outperform benchmarks, and guiding institutions in their investment policies and decisions.

Key qualifications:

- Senior Advisor/former CIO of an \$8B investment advisory firm
- Co-Founder of a \$400M investment partnership
- Former McKinsey partner
- Faculty-voted top student in Harvard MBA graduating class

Strategy

Corporate & Operational Restructuring
Change Management
Sales & Marketing Strategy

Investments

Institutional Asset Management Planning
Risk Management & Compliance Oversight
Portfolio Management & Company Analysis

PROFESSIONAL EXPERIENCE

SterlingStamos Capital Partners/Stamos Capital Partners, Menlo Park, CA & New York, NY 2009 – Present
Chief Investment Officer & Co-Managing Partner, SterlingStamos Capital Partners (2009 – 2014)
Senior Advisor & Chief Market Strategist, Stamos Capital Partners (2014 – Present)

Firm background: An \$8B registered investment advisor, SSCP managed global investments for institutions and high-net-worth families. In 2014, worked with founder to restructure operations, spinning off the public fund of funds and reacquiring Bank of America Merrill Lynch's 50% non-controlling stake, which the bank had purchased in 2007. SCP is now a \$4B family office for a small group of individuals and affiliated families.

Investment products/strategies: fixed income, long/short equity, levered high-yield debt, futures, commodity trading pools, arbitrage, real estate, oil and gas, private equity, FX, and quantitative.

Role: Hired as SSCP CIO to manage a 50-person team of highly trained investment professionals. Visited and evaluated hedge-fund managers across North America, Europe, and Asia. Conducted thorough attribution and factor analyses, and leveraged findings to improve portfolio performance. Provided investment guidance to institutions, including reviewing investment policy statements and asset allocations and presenting tailored solutions. Currently advise managing partner and SCP's investment team on manager selection, public company and private market investments, and business strategy.

- Increased operational transparency, diversified return streams, and implemented more appropriate hedging strategies following the market upheaval of 2008/2009. These strategies improved liquidity and stabilized the portfolio, enabling it to return to growth.
- Significantly narrowed the portfolio's volume of managers to reduce exposure and concentrate risk. Consistently outperformed benchmarks while reducing compliance burden and expenses.
- Strengthened and codified the firm's operational due diligence process resulting in selections of stable managers.

D. C. Capital Partners, New York, NY 1992 – 2008
Co-Founder & Portfolio Manager

Formed a New York-based investment partnership to blend partner's Goldman Sachs financial services experience with my McKinsey-developed ability to identify investment opportunities in companies poised for sustainable growth. Co-managed a highly successful equity long/short value portfolio, investing in technology, healthcare, and consumer goods. Oversaw all accounting and compliance.

- Achieved nearly all growth organically, increasing from \$29M to +\$400M AUM with minimal investor relations/asset gathering effort.
- Outperformed the S&P 500 by +400 basis points (after fees and expenses) annually during tenure.
- Built an exceptionally lean, efficient, and scalable operating model, never employing more than 5 staff.

MICHAEL A. CHISEK, p.2

☎ 646.522.4747 ✉ mikechisek@yahoo.com

McKinsey & Company, New York, NY & Washington DC

1981 – 1992

Partner

Hired out of business school as an associate; rapidly promoted to manager, senior manager, then partner. Managed studies in a range of industries including Fortune 500 health care, industrial, energy, transportation, and consumer good companies. Active in public/private practice, including conducting evaluations of municipal growth initiatives. Mentored multiple individuals who subsequently moved into distinguished leadership roles.

Notable team projects:

- Developed the operational strategy and financial analysis used in the highly publicized employee purchase of Weirton Steel. Project enabled the company and town to stay alive while competitors shut down.
- Played an instrumental role in a publicly announced project for the FAA, streamlining flight planning operations to protect aircraft and passengers during an air traffic controller strike.
- Overhauled the building, selling, and marketing of vehicles for a "Big Three" automobile manufacturer, significantly reducing costs for North American operations.
- Successfully revamped operations for a global chemical company facing a massive post-accident financial burden.
- Streamlined operations of several globally recognized brands for a consumer goods company.

U.S. Department of State, Washington DC

1973-1979

Foreign Service Officer

Served in DC and as Vice Consul in Douala, Cameroon.

EDUCATION

MBA, Harvard Business School, Cambridge, MA (1981)

Graduated with distinction. *Chosen by faculty to receive the Henry Ford Medal awarded to the class's top graduate.*

Bachelor of Arts Degree, Economics, University of Illinois, Champaign, IL (1973)

Graduated with high honors and distinction.

DIRECTORSHIPS

Former Member, Board of Directors, Washington National Opera – Worked closely with executive director to address chronic financial deficits by prioritizing spending. Substantially reduced the organization's operating deficit, relieving the need for emergency fundraising.

Former Member, Board of Directors, Washington International School – Co-led a capital campaign to fund the construction of a new school building.

PERSONAL

Reside in San Francisco and Saint Helena in Napa Valley.

Enjoy outdoor actives, especially hiking, biking, and swimming.

Conversational French speaking ability.

...

Michael A. Chisek
2286 Boyson Ln.
St. Helena, CA 94574

Cindy Black
City Clerk
City of St. Helena

June 1, 2017

Dear Ms. Black:

Please find enclosed an application for appointment to the St. Helena Planning Commission. I have also included a copy of my resume, which lists my professional experiences and my education. As noted on the application, the resume has me still working, but I have been retired since January of 2016.

I believe that the combination of my analytic and problem solving skills developed at my years at McKinsey, as well as the financial acumen I acquired during my time in the investment world, make me a suitable candidate for the committee. St. Helena faces difficult decisions balancing the need for funding with the desire to maintain our outstanding quality of life. I look forward to the opportunity to work on framing those decisions.

My wife and I love our new community and we look forward to spending the rest of our lives here.

Sincerely,



Michael A. Chisek

Enclosures:
Application for Appointment
Resume



RECEIVED
PLANNING DEPARTMENT

MAY 31 2017

City of St. Helena

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

St. Helena Planning Commission

Name: Tony Leonardini

Home Address:

2515 Pinot Way, St. Helena, CA 94574

Mailing Address: Same as Above

Occupation: owner - Adam Street Shipping
Partner/VP operations - B/A WINE GROUP

Business Address: 1241 Adam St., St. Helena, CA 94574
403 Gateway Rd. West, Napa, CA 94558

Telephone: Home N/A Cell 707-738-8020 Business 707-968-5499

E-mail: tleonardini@gmail.com

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 14 years

Current occupation (within last 12 months)

Same as above under occupation

Business interests in last 12 months: same as above plus

Part owner / whitehall Lane Winery

Previous Committee/Commission Experience:

secretary/Treasurer - St. Helena Fire Department Association

St. Helena Pool Board Member

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Business Administration (BS) Marketing - Loyola Marymount University
High School Diploma - St. Ignatius College Preparatory

Professional and/or community service activities:

St. Helena Fire Department Lobster Feed Chair - raised excess \$1 million.
Dads and Donuts, Toy & Food Drive, Master Swimmer, Master Water Polo

Local government related experience: While with the fire department,
I worked closely with many of the city departments and
many in the county.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Since I have left the fire department, I have been looking for
a way to help contribute my time and skills to the city of
St. Helena. With my abilities I believe I could contribute
positively and have a great impact on the Planning Commission.

Names, addresses, and phone numbers of three individuals familiar with your background:

John Sorensen
Jim Capponi,
Joel Gott, 18

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature]

Signature of Applicant

5/30/17

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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



City of St Helena, City Hall
Received

MAY 18 2017

1480 Main St.

St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Planning Commission

Name: Barbara (Bobbi) Monnette

Home Address:

644 McCorkle Ave., St. Helena, Ca 94574

Mailing Address: same

Occupation: Retire, P/T Private Practice

Business Address: P.O. Box 261, Rutherford, Ca 94573

Telephone: Home (707) 963-2840 Cell (510) 220-6587 Business (707) 963-2840

E-mail: matildabologue@yahoo.com

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 41 yrs

Current occupation (within last 12 months): Private practice psychotherapist, LCSW.

Business interests in last 12 months: none

Previous Committee/Commission Experience:

Planning Commission, St Helena, 6/2013 - 7/2017
Napa County Tobacco Advisory Board, ~ 6 yrs.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See attached resume

Professional and/or community service activities:

Planning Commission, City of St. Helena,
Volunteer Community Liaison/Citizenship Legal Services
Retired member of National United Healthcare Union
Member of NAFW see attached resume.

Local government related experience:

St. Helena Planning Commission.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

See attached statement

Names, addresses, and phone numbers of three individuals familiar with your background:

Bill Ryan Mar
Kathy Eldiron,
Chuck Vondra,

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature] 5/17/17
 Signature of Applicant Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

RESUME

Barbara (Bobbi) Monnette MSW, LCSW
License No. LCS 15571
December 2, 2015

EDUCATION

1988 MSW
CALIFORNIA STATE UNIVERSITY, SACRAMENTO, CALIFORNIA

1965 BA - SOCIOLOGY
UNIVERSITY OF CALIFORNIA, BERKELEY, CALIFORNIA

1960 - HIGH SCHOOL DIPLOMA
SEQUOIA HIGH SCHOOL, REDWOOD CITY, CALIFORNIA

EMPLOYMENT

1994 - PRESENT - PRIVATE PRACTICE: BARBARA MONNETTE COUNSELING SERVICES
P.O. BOX 261
RUTHERFORD, CA
OFFICE: 1807 JEFFERSON ST., NAPA, CA

1994 - 2009 - CLINICAL SOCIAL WORKER
KAISER PERMANENTE CHEMICAL DEPENDENCY SERVICES
800 SERENO DR.
VALLEJO, CALIFORNIA 94589

DUTIES: INCLUDED OUT-PATIENT INDIVIDUAL AND GROUP THERAPY, CASE MANAGEMENT FOR ADULT AND ADOLESCENT CHEMICALLY DEPENDENT AND CO-DEPENDENT MALE AND FEMALE CLIENTS. MY WORK IN THE ADOLESCENT PROGRAM INCLUDED INDIVIDUAL, GROUP, COUPLES, FAMILY, AND MULTI-FAMILY THERAPY.

ADOLESCENT CASE MANAGEMENT INVOLVES ON-GOING INTERACTION WITH JUVENILE PROBATION OFFICERS, SCHOOL PERSONNEL, PEDIATRICIANS, GROUP HOMES, CPS, POLICE OFFICERS, RESIDENTIAL TREATMENT CENTERS, AND REPRESENTATIVES OF OTHER COMMUNITY INSTITUTIONS.

ADULT CASE MANAGEMENT INCLUDES INTERACTION WITH EAP'S, SAP'S, COMPANY OWNERS, MD'S, PROBATION AND PAROLE OFFICERS, POLICE OFFICERS, GROUP HOME AND CLEAN AND SOBER LIVING PERSONNEL, HOSPITAL PERSONNEL, AND RESIDENTIAL TREATMENT CENTERS.

I DEVELOPED AND IMPLEMENTED AN INTEGRATED NICOTINE DEPENDENCY RECOVERY PROGRAM AT KAISER VALLEJO CHEMICAL DEPENDENCY DEPARTMENT. THIS PROGRAM WAS PRESENTED TO CDRP CHIEFS AT TWO REGIONAL MEETINGS IN 1996 AND 1998. I WORKED WITH KAISER VALLEJO AND NAPA HEALTH EDUCATION DEPTS. TO INTEGRATE OUR PROGRAMS IN ORDER TO PROVIDE BETTER SERVICES FOR ADOLESCENTS AND ADULTS INTERESTED IN TREATING THEIR NICOTINE DEPENDENCE

IN 1998 I PARTICIPATED IN THE DEVELOPMENT OF AN EATING DISORDERS PROGRAM AT KAISER VALLEJO CDRP. THIS PROGRAM EVOLVED INTO A POWERFUL RESOURCE FOR TEENS AND ADULTS IN RECOVERY FOR CHEMICAL DEPENDENCY, AND/OR CO-DEPENDENCY, WHO WERE ALSO EXPERIENCING

COMPULSIVE BEHAVIOR AROUND FOOD INTAKE AS PART OF THEIR ADDICTIVE LIFE-STYLE. THIS PROGRAM OFFERED AN APPROACH TO MANAGE ADDICTIVE EATING BEHAVIORS FROM A RECOVERY PERSPECTIVE. WE INCORPORATED DIALECTICAL BEHAVIORAL TREATMENT (DBT) AND COGNITIVE BEHAVIOR TREATMENT (CBT) MODELS INTO THE EDUCATION COMPONENT OF THE PROGRAM.

1989 - 1994 - MENTAL HEALTH THERAPIST AND CASE MANAGER
SOLANO COUNTY MENTAL HEALTH DEPARTMENT
FAIRFIELD, CALIFORNIA

DUTIES: INCLUDED OUT-PATIENT INDIVIDUAL AND GROUP THERAPY, AND CASE MANAGEMENT FOR A POPULATION OF MODERATELY TO SEVERELY MENTALLY ILL CLIENTS.

I ASSISTED IN DEVELOPING AND IMPLEMENTING A VOLUNTARY CHEMICAL DEPENDENCY PROGRAM FOR THIS POPULATION, WHICH INCLUDED A VOLUNTARY NICOTINE DEPENDENCY RECOVERY PROGRAM.

1988 - 1989 ADOLESCENT SEX OFFENDER PROGRAM CO-ORDINATOR
PARENTS UNITED
FAIRFIELD, CALIFORNIA

DUTIES: CO-ORDINATED THE ADOLESCENT SEX OFFENDER PROGRAM AT THE COMMUNITY TREATMENT CENTER (A BRANCH OF PARENTS UNITED), WHICH INCLUDED: SCHEDULING THE ADOLESCENT TREATMENT PROGRAM AT TWO TREATMENT SITES (ONE IN FAIRFIELD, ONE IN VALLEJO), AND SUPERVISING FIVE PROVIDERS; DIRECT TREATMENT – INCLUDED INDIVIDUAL AND GROUP THERAPY WITH ADULT MALE AND FEMALE SEX OFFENDERS, AND MALE AND FEMALE ADULT, ADOLESCENT, AND CHILD SURVIVORS OF CHILD SEXUAL ABUSE. THIS WORK INCLUDED INDIVIDUAL, COUPLES AND FAMILY MODALITIES AS NEEDED.

1976 - 1985 OFFICE MANAGER AND ASSEMBLY ASSISTANT

-
ARIEL ELECTRIC - RESEARCH & DEVELOPMENT AND MANUFACTURING COMPANY
ST. HELENA, CALIFORNIA

DUTIES: ACCOUNTS PAYABLE AND RECEIVABLE
COMPONENT BUYER
SHIPPING AND RECEIVING
ELECTRONIC ASSEMBLY
GENERAL OFFICE MANAGEMENT

1967 - 1970 - SOCIAL WORKER II
CONTRA COSTA COUNTY SOCIAL WELFARE DEPARTMENT
PLEASANT HILL, CALIFORNIA
RICHMOND, CALIFORNIA

DUTIES: AFDC CASE WORKER

1965 - 1967 - SOCIAL WORKER I
SONOMA COUNTY SOCIAL WELFARE DEPARTMENT
SANTA ROSA, CALIFORNIA
DUTIES: AFDC AND AFDC-U CASE WORKER

PUBLICATIONS:

“TREATING THE ADOLESCENT SEX OFFENDER IN THE COMMUNITY”
DR. CHARLENE STEEN AND BARBARA MONNETTE
CHARLES THOMAS, PUBLISHER 1989

I CURRENTLY SERVE ON:

NAPA COUNTY TOBACCO ADVISORY BOARD

I AM A MEMBER OF NASW (NATIONAL ASSOCIATION OF SOCIAL WORKERS)

I AM A LIFETIME UNIVERSITY OF CALIFORNIA BERKELEY ALUMNUS

I AM CURRENTLY A MEMBER OF THE RETIREE COMMITTEE OF NATIONAL UNITED
HEALTH WORKERS UNION

I AM A VOLUNTEER FOR COMMUNITY LIAISON CITIZENSHIP LEGAL SERVICES (CLS) MC
PHERSON FAMILY RESOURCE CENTER

I AM A PLANNING COMMISSIONER FOR THE CITY OF SAINT HELENA, CALIFORNIA

I AM THE GRATEFUL MOTHER OF THREE GROWN CHILDREN, AGES 42, 37, AND 35, AND
THE GRANDMOTHER OF TWO GROWING GRANDCHILDREN, AGES 6 AND 10.

REASONS FOR WISHING TO SERVE ON THE PLANNING COMMISSION

After some thought and deliberation, I have decided to reapply for a seat on the Planning Commission. My motivations to do so include: a continuing keen interest in our democratic system, especially at the City Government level, a deep concern for the safety and well being of my community, and a strong desire to open my mind to new ideas, processes, and information.

I continue to believe that the most important areas of concern for City Representatives, involve public safety, growth management, housing, circulation, economic vitality, and the preservation and sustainability of our infrastructure, resources, small town character, and ambience.

I have learned from the many City Council and Planning Commission meetings I have attended over the past years, both as a concerned Citizen and as a Planning Commissioner, that all of the issues before the Commission, involve some combination of the areas of concern referenced above, and more.

I am not a lawyer, nor do I have a formal background in City Planning. However, the strengths I could bring to the Commission include:

1. A sincere desire to continue to serve on the Commission.
2. A commitment to educate myself on aspects of the job that are new to me.
3. A forty-one year residency in St. Helena and the perspective that implies.
4. A "mature" approach that incorporates historical cultural experiences dating back to 1942 into my current thinking.
5. An appreciation and knowledge of contemporary perspectives, honed in part by my participation in St. Helena City Government, working with teens and young adults in my private practice, and by the generous advice and education offered regularly by my grown children, ages 47, 42, and 39.
6. Twenty-five years experience listening and problem solving while working as an individual, couples, and family therapist, and as a group facilitator/mediator, in the contexts of County Mental Health and Kaiser Permanente Department of Psychiatry, Chemical Dependency Services Department.
7. A sense of humor.
8. Time to do the homework necessary to serve on the Commission adequately prepared and informed.

To my mind, the most important opportunity that living in a democracy offers, is to participate in the process. If given that opportunity, the principles behind my work would include: integrity, honesty, sincerity, humility, fairness, justice, and rationality. Those principles and the safety and well being of the City of St. Helena would be my top priority, and would supersede my personal interests and biases.

I am not a contractor, business owner, nor am I employed in the Wine industry. What I offer is a keen interest in how St. Helena is governed, and in particular, that it is governed in a way that puts the well being of the City before any personal and/or special interests.

I have been tracking the goings on in St. Helena City Government for many years. I have lived here for 41 years, and all three of my children graduated from St. Helena High School. I've seen many changes during this time, some positive, some negative. Because I have served on the PC for the past 4 years, I will provide much needed continuity, especially with respect to issues like the General Plan Update, Hunter Project, and yet another new City Manager, to a Commission that will otherwise consist of four new members and one veteran.

Thank you for your consideration. Bobbi Monnette, Planning Commissioner



CITY OF ST. HELENA
CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
MAY 24 2007 968-2742
www.sthelena.org

1480 Main St.
ST. HELENA, CA 94574

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

PLANNING COMMISSION

Name: DOUGLAS KELLER

Home Address:

1250 PEPPERTREE CIRCLE, ST. HELENA, CA 94574

Mailing Address:

Occupation: RETIRED ATTORNEY

Business Address:

Telephone: Home 707-963-3905 Cell 415-350-4124 Business

E-mail: DDKELLER1@GMAIL.COM

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 6 MONTHS;

Current occupation (within last 12 months) RETIRED 7 YEARS PART TIME

Business interests in last 12 months:

Previous Committee/Commission Experience:

PROJECT OPEN HAND

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

UOP (1960) BUSINESS ADMIN & ACCOUNTING; U. OF CALIF (BOALT HALL), 1964,
CALIF INSURANCE COMMISSIONER, 1967-1995; ASST. GEN COUNSEL,
ADMINISTRATIVE LAW JUDGE

Professional and/or community service activities:

PROJECT OPEN HAND, SAN FRANCISCO;
BAY AREA LAWYERS FOR INDIVIDUAL FREEDOM; LIAISON TO SE PD

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

WISH TO STAY POLITICALLY INVOLVED; WANT TO TRY TO PRESERVE OLDER
ST. HELENA INTERESTS WHILE BALANCING THE NEED FOR
AFFORDABLE HOUSING AND PROGRESS

Names, addresses, and phone numbers of three individuals familiar with your background:

NANCY CARFO [REDACTED]
BOB PESTOWI [REDACTED]
JEAN REBO [REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]
 Signature of Applicant

May 24, 2014
 Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
 City of St. Helena
 City Clerk
 1480 Main Street
 St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Planning Commission

Name:

John S. Anderson

Home Address:

1880 Spring MT. Road

Mailing Address:

1880 Spring MT. Road

Occupation:

Business Owner

Business Address:

1367 Main ST., ST. Helena, CA 94574

Telephone: Home

-

Cell

707-479-2699

Business

707-963-8413

E-mail:

john@woodhousechocolate.com

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 20yrs

Current occupation (within last 12 months) Owner, Woodhouse Chocolate.

Partner, Woodhouse Barbecue

Business interests in last 12 months:

Previous Committee/Commission Experience:

BOD, Stags Leap District/BOD, Tower Road Warehouse

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See Attached

Professional and/or community service activities:

My wife Tracy and I donate our time, products and services To local organizations and charities

Local government related experience: None

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

See Attached

Names, addresses, and phone numbers of three individuals familiar with your background:

Christine Webber

Terry Davis, 600

Wayne Armstrong,

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Signature]
Signature of Applicant

5/25/17
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

John S. Anderson

1880 Spring Mountain Rd, Saint Helena, CA 94574 | (707) 479-2619 | john@woodhousechocolate.com

Objective

To serve as a Planning Commissioner for the city of St. Helena, CA.

Education

BACHELOR OF ARTS | 1984 | CLAREMONT MCKENNA COLLEGE

- Major: Political Science
- Minor: Economics

CERTIFICATE | 1986 | CHRISTIE'S FINE ARTS COURSE

- Major: Art History

MBA | 2003 | UNIVERSITY OF CALIFORNIA, DAVIS

- Major: Management – Graduated with honors

Skills & Abilities

MANAGEMENT

- I have been the manager of some enterprise since shortly after graduating from college. First as a department manager at Macy's and soon the Managing Director of S. Anderson and Woodhouse. Over the decades, I have developed the ability to build and, hopefully, inspire a cohesive team. I have also developed an ability to settle conflicts and satisfy disgruntled members of the public.

TECHNOLOGY

- I am skilled in the implementation and operation of computers and their peripherals as well as the standard selection of business programs. Graphics programs are a particular area of expertise.

Experience

MANAGING DIRECTOR | S. ANDERSON VINEYARD | 1986 - 2002

- Starting as Assistant Manager and soon becoming Managing Director I oversaw all aspects of a small family winery.

OWNER | WOODHOUSE CHOCOLATE | 2004 - PRESENT

- I run the day to day business operations of a nationally known chocolate kitchen and store.

MANAGING PARTNER | WOODHOUSE BARBECUE | 2016 - PRESENT

- I am the business director of this catering company.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

St. Helena is a vibrant and diverse community that provides a unique and special life experience to its citizens. As with many special places, maintaining a balance between visitors and local interests will be of even greater importance as we move into the future. I believe that my experience as a longtime resident and as a business owner will enable me to bring a balanced view to the issues that our town must face. As neighboring communities aggressively court new businesses and residents, Saint Helena will be pushed to maintain its local charm while still catering to the traveler. I believe that properly managed, commerce can thrive in our community, provide jobs, local taxes and enhance the lifestyle that all our citizens enjoy, no matter their income or interest.



City of St Helena, City Hall
Received

JUN 16 2017

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying: Planning Commission

Name: John Ponte

Home Address: 2690 Pinot Way St. Helena

Mailing Address: 2690 Pinot Way St. Helena

Occupation: Retired

Business Address: N/A

Home Telephone: 707.967.8234 *Business Telephone:* N/A

E-mail: john.ponte@att.net

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes

If yes, how long have you lived in St. Helena? Twenty years

Current occupation (within last 12 months) N/A

Business interests in last 12 months: None

Previous Committee/Commission Experience: As a member, various countywide, regional and statewide committees on the staff level including joint Bay Areawide committees and joint multi-county committees. As staff, significant experience serving boards of elected officials and appointed citizens' committees and commissions.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Bachelor of Arts in Chemistry, California State University, Stanislaus
Bachelor of Arts in Psychology, California State University, Stanislaus
Master of Public Administration, California State University, Stanislaus

Professional and/or community service activities:

Kiwanis (1998- , President 2001-02, Chair Kiwanis Foundation 2003-04 and 2016-)
St. Helena Star Editorial Board (2007-)
Native Sons of the Golden West (1999-)

Local government related experience: Twenty years of local/countywide/regional experience in transportation planning, programming and operations, with fourteen years in the Napa communities.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute.

I admire the people and the community in which we live and have a desire to serve our community. The best way for me to serve is applying what I learned in two decades in government. With an grasp of planning and its principles, an understanding of how local governments operate including the role of a planning commission and a knowledge base of the City, coming up to speed should be a short process.

Names, addresses, and phone numbers of three individuals familiar with your background:

Bill Savidge 11
Shannon Kuleto
Christopher Hill

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature]

Signature of Applicant

6/15/17
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

John Ponte

2690 Pinot Way
St. Helena, California 94574
(707) 967-8234
john.ponte@att.net

EDUCATION

Masters of Public Administration - California State University, Stanislaus
Bachelor of Arts in Chemistry - California State University, Stanislaus
Bachelor of Arts in Psychology - California State University, Stanislaus

WORK EXPERIENCE

- 1/93 to 12/07: Deputy Executive Director, Napa County Transportation and Planning Agency
Responsible for staff supervision in the transit, finance and planning divisions, responsible for the creation of the congestion management program/countywide transportation plan, interface with state and regional transportation entities, responsible for countywide programming in regional, state and federal transportation planning and programming documents including Trancas/29 interchange, Jamieson Canyon widening, 29/12 intersection auxiliary lane, and 29 channelization, moderator for the countywide technical advisory committee, joint oversight with partner Solano Transportation Authority of areawide traffic projection model, clearinghouse/ problem solver for transportation issues of member agencies, supervise agency budget of up to ten million dollars. Retired December 30, 2007.
- 2/90 to 1/93: Principal Planner (Transportation), Solano Transportation Authority
Responsible for all day-to-day operations of the agency under the guidance of a part-time director. Staff for six committees including four citizens' advisory committees. Sole author of the first Congestion Management Program for Solano County, created the countywide Abandoned Vehicle Abatement Authority, administered the countywide paratransit service, coordinated countywide proposals for state and federal transportation funding programs and documents, author of grant proposals for transportation studies and projects.

John Ponte
Page 2

- 10/88 to 2/90: Associate Planner, San Joaquin Council of Governments
Served as staff to the countywide Bicycle Advisory Committee, assisted in the creation of the Regional Transportation Improvement Program, the Regional Transportation Plan, and various other state and regional transportation plans and programs, assisted with the modification, maintenance and operation of the countywide transportation computer model, staff for the countywide Transportation Development Act public unmet transit needs review process.
- 5/88 to 10/88: Planning Assistant, City of Oakdale
General city planning duties under the direction of the Department head.
- 10/77 to 9/86: Research Associate, Shell Agricultural Chemical Company
Synthesized organic compounds for screening as potential herbicides, insecticides and fungicides.

COMMUNITY SERVICE

Kiwanis (1998- , President 2001-02, Chair Kiwanis Foundation 2003-04 and 2016-)
St. Helena Star Editorial Board (2007-)
Native Sons of the Golden West (1999-)



City of St Helena, City Hall
Received

JUN 16 2017

1480 Main St.

St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying: **Planning Commission**

Name: **Elaine de Man**

Home Address: **1113 Chiles Ave., St. Helena, CA 94574**

Mailing Address: **1113 Chiles Ave., St. Helena, CA 94574**

Occupation: **Self-employed: writer, publisher, event planner**

Business Address: **N/A**

Telephone: Home [REDACTED] Cell [REDACTED]

E-mail: **elainede@sbcglobal.net**

- Please indicate if above numbers can be made available to the public upon request: **No**

Resident of St. Helena? **Yes** Yes, how long have you lived in St. Helena? **18 + years**

Current occupation (within last 12 months) **Self-employed (as above)**

Business interests in last 12 months: _____

Previous Committee/Commission Experience: _____

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

B.S. Biology, U.C. Davis 1974; M.A. Zoology, San Francisco State University 1979

Freelance writer (*Smithsonian Air & Space Magazine*, among others) & **book editor** (*A Higher Standard of Leadership: Lessons from the Life of Gandhi*, winner of the Ben Franklin Award in Business, 1996)

Self-employed: Wine Country 'Ukulele Festival (2007 – present) and Card Shark Press (2005 – present)

Professional and/or community service activities:

Publicity Chair & Board member, National Women's Book Association (1991 – 1994); **Volunteer**, Napa Valley Wine Auction 1996 – 1999; **Chairperson**, Howell Mtn. Wine Auction (1998 & 1999); **Chair positions**, St. Helena Co-op and Public School Wine Auctions (2000 – 2002); **Business Manager**, Howell Mountain School District (2001 -2002); **Board member**, Santa Rosa Flyers (2003 – 2004); **Venue Manager**, Napa Valley Film Festival (2014 – present); **Volunteer**, Napa County Open Space District, Land Trust of Napa Valley, California State Parks, and the Sonoma County Wanderers (2011 – present)

Local government related experience: None

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I love this town. I love that I can go for an 8-mile hike in the woods nearby (where I might get eaten by a bear!) and have dinner at a world-class restaurant the same day. I love that my children grew up in a neighborhood full of other children and could walk or ride their bikes to school. But our community is changing, and I want to have a better understanding of how our town is going to address the challenges of the future, but not lose itself in the process. And the best way to do that is to play an integral role in some of the decisions that are being made today.

I have extensive experience in all aspects of small business management, including customer service, but I think it is my training as a scientist, which informs how I view the world and the questions I ask, that will offer me the best opportunity to be of greater service to the community as a whole. When a problem arises I am not satisfied with merely putting a Band-Aid on it. I want to know the root cause of the problem and how we got there, so the same mistakes are not repeated and so that we have a better understanding of alternative solutions. I love pouring over data and looking for correlations. And I believe in strong leadership—leadership that serves the needs of *all* of the city's customers, including, but not limited to, its employees, its residents, its visitors, and *all* of its business partners.

Names, addresses, and phone numbers of three individuals familiar with your background:

Diane Dillon, St. Helena, [REDACTED]

Lisa Pelosi, [REDACTED]

Connie Wilson, [REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]

Signature of Applicant

June 16, 2017
Date



CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

ACTIVE TRANSPORTATION AND SUSTAINABILITY COMMITTEE

Name: Jeff Farmer

Home Address:

1533 Tainter, SH

Mailing Address: -same-

Occupation: MATH TUTOR

Business Address: -same as home-

Telephone: Home _____ Cell 707-927-8371 Business _____

E-mail: jfarmer@seedgrow.com

➤ Please indicate if above numbers can be made available to the public upon request Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? _____

Current occupation (within last 12 months) MATH TUTOR AND ALGEBRA INSTRUCTOR

Business interests in last 12 months: NOT SURE WHAT THIS MEANS. I DO NOT
OWE A BUSINESS OTHER THAN MY "BUSINESS" OF TUTORING KIDS

Previous Committee/Commission Experience:

MOUNTAIN VIEW SCHOOL BOARD MEMBER 1993-94

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

- SEE ATTACHED -

Professional and/or community service activities:

- SEE ATTACHED

Local government related experience: SCHOOL BOARD MEMBER IN
MOUNTAIN VIEW, CA (1993-4)

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I WALK, I BIKE, I RIDE. I WOULD LIKE TO SPEED UP ALL METHODS
OF TRANSPORTATION - EACH IN THE BEST WAY AND IN COOPERATION
WITH OTHERS (SEE ATTACHED LETTER I WROTE TO THE STAR A FEW YEARS AGO)

Names, addresses, and phone numbers of three individuals familiar with your background:

ERSTER HARDY
JAN DARTER
LOWELL SMITH

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant

Date

TWO ATTACHMENTS ① RESUME ② LETTER TO THE STAR

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

It's getting on to summer and our town's streets are dotted with bicycle riders. Adults wear no helmets because they don't have to and kids wear helmets because they do have to. I wonder if the kids see the hypocrisy.

Another great thing about the season is the common disregard of driving laws when bicyclists and drivers conduct their dance on the road. There are the usual complaints from drivers that cyclists run stop signs and red lights. Very true. But there are also drivers encouraging cyclists to break the law when they meet for a little do-see-do. Here are a couple of examples.

I'm biking north on Main waiting to make the left on to Spring. A car headed south has apparently stopped to let me go. However, I don't really know this because I can't see him waving through the glare from his windshield. So I just sit there unwilling to take the chance. If I were in my car I might have jack rabbitted through. But in any a bicycle/car ménage à deux it always ends up badly for the bike. Finally the driver flashes his headlights. That's much better, so I go.

I arrive at the four way stop at Spring and Oak a block away. There are already two cars waiting so I wait my turn. One of the drivers sees me and waves me through. Somehow I get to jump to Number 1 in her eyes because I'm on a bike. However, the other driver hasn't indicated anything. Should I go and hope that the second driver agrees with the first driver? Or should I wave the car drivers through and wait my turn. I play it safe and shake my head no. I just don't know the second driver's intentions.

I keep thinking this just doesn't happen between cars; the rules are obeyed. But change one of the vehicles to a bike and every intersection becomes a dangerous negotiation between all the vehicles involved.

But we bicyclists bear responsibility as well. How many times have we car drivers seen bicyclists run stop signs, drive on the wrong side of the road, weave in and out of traffic with no hand signaling, and drive on sidewalks? It's no wonder that car drivers expect bicyclists won't obey the rules. They might as well assume bicyclists are just going to barrel their way through and let them do it.

It would just be simpler if everyone just obeyed the rules of the road.

A Bit About Myself....

Jeff Farmer
1533 Tainter St.
St. Helena, CA 94574

707-227-8371 (text/voice)
jfarmer@seedgrain.com

Objective

To provide tutoring in mathematics to students starting at the middle school level. I am motivated by my twenty-five years in the computer industry where logical thinking and practical mathematics are applied constantly to solve real problems.

Qualifications

I have tutored mathematics from the 6th grade through junior college level since 1998. This includes both volunteer and private tutoring for students in St. Helena public schools, St. Helena Catholic School, Calistoga High, Pacific Union College, Napa High, Vintage High, Justin-Siena, New Technology High, Pope Valley Elementary, PUC Elementary, Pathways Charter School, St. Helena Montessori, and Blue Oak.

Please Note: Although I have extensive experience tutoring, I am not a certificated teacher.

Tutoring Employment Detail

- Now:
 - Mathematics Tutor, Students selected from Napa County schools: middle, high school, and college. Topics ranged from long division, fractions, percents, decimals through advanced algebra, geometry, trigonometry, limit theory, and calculus (since 2002)
 - Math Instructor, **St. Helena Montessori** in Algebra (since Fall, 2015)
- Recent:
 - Consultant to **Pathways Charter School**: Tutoring and teaching pre-Algebra through Geometry. Class sizes range from 3-10 students; 2007 - 2014.
 - Math SAT: Employed with **Surfermath** (surfermath.com) to teach a Math SAT preparation class at St. Helena High School in 2009
 - Teacher at **Surfermath**, an afterschool math tutoring program in Napa; One-on-three tutoring students primarily from Napa High Schools (algebra, geometry, advanced algebra, 2006 – 2008)
 - Volunteer at **Project Make Sense** at St. Helena Elementary, 2002

- Fall, 2000: Substitute Teacher
Mountain View School District, Mountain View, CA
 - Taught several mathematics classes at the middle school as a substitute teacher
- Nov, 1999 – Feb, 2001: Mathematics and Physics Tutor
School of Choice, Cupertino, CA
 - Taught high school physics to a senior in the 1999-2000 school year. Taught long division and fractions to a 5th grader in the 2000-2001 school year.
- Fall, 1999 - Spring, 2000: Mathematics Tutor
Graham Middle School (Mtn View)
Crittenden Middle School (Mtn View)
 - Started an after school math program to help 6th - 8th grade students identified by math teachers at Graham and at Crittenden.

Employment Outside Education

1974 – 1977:	Hines VA Hospital, Hines, Illinois
1978 – 1978:	Information Processing Techniques, Palo Alto, California
1978 - 1980:	Stanford University Medical Center, Stanford, California
1980 – 1987:	Data General Corporation, Palo Alto, California
1987 – 2000:	Sun Microsystems, Palo Alto, California

Education/Certifications/Community

- B.A. Physics, Case Institute of Technology, 1972
- Undergraduate courses in Biology and Chemistry, University of Wisconsin, 1973
- Nuclear Medicine Certified, School of Nuclear Medicine, Hines, Illinois, 1975
- ARRT & ASCP certified in Nuclear Medicine, 1976
- St. Helena Kiwanis Club (2002 -), President (2010 - 2011), Treasurer (2013 - 2016)
- Red Cross Disaster Action Team for Napa County (2001 - 2009)
- Red Cross Board, Napa County Chapter (2005 - 2012), Board Chair (2006 - 2010)
- Trumpet Player, St. Helena Community Band (2012 -), Treasurer (2014 -)

Rev. 5/17



City of St Helena, City Hall

Received

MAY 15 2017

1480 Main St.

St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelenacalifornia.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Library Board of Trustees

Name: Lin Weber

Home Address:

1611 Doris Ct St Helena

Mailing Address: same

Occupation: Marriage & Family Therapist, historian, author

Business Address:

68 Coombs St A-6
Napa 94559

999 Adams St
St Helena

Telephone: Home



Cell 480-7008

Business 480-7008

E-mail: linweber@earthlink.net

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No cell only

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 47 yrs

Current occupation (within last 12 months) MFT

Business interests in last 12 months: Lin Weber, MFT

Previous Committee/Commission Experience:

Current member Library
Board, member since 2015,
reappointed to 2 yr term 2016

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

please see resume

Professional and/or community service activities:

please see resume

Local government related experience: library board

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

The library is a key cultural offering here in SH and is available to serve everyone regardless of age, at no cost. It's a major community asset that needs to be run well and wisely.

Names, addresses, and phone numbers of three individuals familiar with your background:

Fr Gordon Kalil

Inger Laidley

Nancy Haynes

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

5-15-17

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena

City Clerk

1480 Main Street

St. Helena, CA, 94574

Lin Weber, MFT 707-480-7008 Fax [REDACTED] linweber@earthlink.net

Experience

1986-present (2017) Licensed Marriage and Family Therapist. Private counseling practices in Napa and St. Helena CA

1983-1986 Interning psychotherapist, Napa County Mental Health

Certification Review Hearing Officer, Napa County

Patients' Rights Advocate, Napa County

1980-1983 Executive Director, Napa County Mental Health Association

1968-1970 Associate Editor, "Grade Teacher" magazine, Greenwich, Connecticut

Education

1980-1983 Sonoma State University, Rohnert Park, CA MA in Counseling Psychology

1978-1980 Pacific Union College, Deer Park, CA Teaching Credential, Secondary

1963-1967 Wheaton College, Norton, MA. B.A., English (Cum Laude with Departmental Honors)

Community Work

2015-present V. Chair, Board of Trustees, St Helena Public Library

2011-2016 Diocesan Review Board, Catholic Diocese of Santa Rosa

2002-2013 Member, Institutional Review Board, Queen of the Valley Hospital

2000-2002 Trustee, Napa Valley Museum

1998-1999 Senior Warden, Grace Episcopal Church, St. Helena

Historian and Author Author of *Old Napa Valley: The History to 1900*, Wine Ventures Publishing (1998) Author of *Roots of the Present: Napa Valley 1900-1950*, Wine Ventures Publishing (2001) Author of *Under the Vine and the Fig Tree: The Jews of the Napa Valley*, Wine Ventures Publishing (2003) Author of *Napa Valley Wine Country*, Arcadia Publishing (2004) Author of *Napa*, Arcadia Publishing, Images of America series (2004) Author of *The Wine Cellar*, Wine Ventures Publishing (2006) Author of *Queen of the Valley: 50 Years*, Wine Ventures Publishing (2007) Author of *Prohibition in the Napa Valley*, The History Press (2013) *150 Years: The History of St Helena Catholic Church* (2017); History Column, *St. Helena Star* (2004-2007) Historical articles in various periodicals; private historical research and reports for Bill Harlan, Leslie Rudd, Marie Oliver, many more.



City of St Helena, City Hall
Received

MAY 19 2017

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelenacalifornia.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

LIBRARY Board

Name: TERRY WOOD

Home Address: 1798 Main Str

Mailing Address: SAME

Occupation: Artist

Business Address: Studio on property

Telephone: Home 963-1111 Cell 738-1276 Business _____

E-mail: Terry1798@comcast.net

➤ Please indicate if above numbers can be made available to the public upon request Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? _____

Current occupation (within last 12 months) retired

Business interests in last 12 months: 0

Previous Committee/Commission Experience:

Library Board

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Same as before - new art & film classes

Professional and/or community service activities:

Library

Local government related experience:

only Bd of Trustees

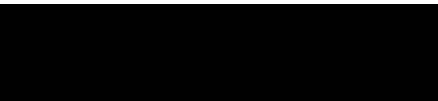
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Same as 2 yrs ago

Names, addresses, and phone numbers of three individuals familiar with your background:

Same

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

5-16-17

Date



City of St Helena, City Hall
Received

MAY 24 2017

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

LIBRARY BOARD OF TRUSTEES

Name: DAVID W. QUARRY SLABY

Home Address:

1240 PEPPER TREE CIR., ST HELENA CA 94574

Mailing Address: SAME

Occupation: RETIRED

Business Address: NONE

Telephone: Home [REDACTED] Cell SAME Business

E-mail: slaughterhouseDAVID@yahoo.com

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 3+ YEARS

Current occupation (within last 12 months) RETIRED

Business interests in last 12 months: OWN SMALL VINEYARD IN RUTHERFORD
WHERE I RESIDED SINCE 1997 BEFORE MOVING TO ST HELENA

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

SEE ATTACHED

Professional and/or community service activities:

NUMEROUS VOLUNTEER ACTIVITIES RELATED TO
LEGAL CAREER

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute I AM A VERY REGULAR USER OF OUR
LIBRARY AND RECOGNIZE IT IS AN AMAZING ASSET TO
THE CITY AND ITS RESIDENTS. I WANT TO HELP ENSURE
IT IS WELL MANAGED TO CONTINUE ITS INVALUABLE SERVICE
TO OUR COMMUNITY.

Names, addresses, and phone numbers of three individuals familiar with your background:

MICHAEL HIRBY,
DAVID AINSWORTH
MARGO CULCASTI,

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature

Date

5-22-17

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

David W. Slaby

1240 Peppertree Circle

St Helena, CA 94574



slaughterhousedavid@yahoo.com

Education

1973 American University, Washington, D.C. – B.S.B.A. Magna Cum Laude (Phi Kappa Phi,
National Honor Society; President, School of Business Student Government; University Senate Rep.;
C.C. Glover Award (as top Business School graduate)
1976 Boston University School of Law – J.D. (top 10%)
2001 U.C. Davis, Introduction to Wine and Winemaking (3rd out of class of 215)

Employment

United States Navy 1966-1971 – YN2(SS) Polaris Submarine Duty, Deterrent Patrol Insignia 4 stars;
Office of the Chairman, Joint Chiefs of Staff, Joint Service Commendation Medal and JCS Service
Medal
Kirkland & Ellis, Chicago, IL - 1976-1981, Associate
Pettit & Martin, San Francisco and San Jose, CA - 1981-1992, Associate and Partner; Managing Partner
Fenwick & West, Palo Alto, CA - 1992-1997, Partner; Chairman Antitrust Practice Group and
Chairman, Litigation Practice Group
McDermott, Will & Emery, Palo Alto, CA - 1997-2002, Partner; Managing Partner, Silicon Valley Office.
Slaughterhouse Cellars, Rutherford, CA – 2002-2012, Proprietor



RECEIVED
PLANNING DEPARTMENT

JUN 16 2017

City of St. Helena

CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelenacalifornia.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Board of Libraries Trustee

Name: Susan Calkin

Home Address:

1516 Allyn Ave. St. Helena, CA 94574

Mailing Address: same

Occupation: teacher (ret.)

Business Address:

Telephone: Home 913-7938 Cell 815-5861 Business

E-mail: susancalkin@sonic.net

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 29 yrs.

Current occupation (within last 12 months) substitute teacher

Business interests in last 12 months:

Previous Committee/Commission Experience:

Beautification Foundation, various church, education, alumnae Committees

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

see attached

Professional and/or community service activities:

see attached

Local government related experience:

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I have always been involved in libraries + reading :
as a teacher, elementary school librarian,
college librarian - and personally, with family and
feel public libraries are vital to a community

Names, addresses, and phone numbers of three individuals familiar with your background:

Donna + Bob Holder
Helen Christanson
Sandy Easter, Viney

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Redacted Signature]

Signature of Applicant

6/15/17
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

Susan Calkin
Board of St. Helena Library Trustee application

Education:

A.B. Smith College, Northampton, MA (magna cum laude)
M.A. &
Ph.D. University of California, Berkeley, CA

Credentials:

California Multiple Subject Clear Teaching Credential
California Community College Teaching Credential
California Community College Special Education Credential
California Community College Supervision Credential

Professional Experience:

Elementary School Teacher (Napa Co., Solano Co.) including Dual
Immersion (Spanish/English)
Elementary School Librarian (St. Helena Elementary)
Interim Librarian (Chapman University) part time
Instructor in History (Chapman University) part time
American Heart Association Education and FIPSE grant for graduate
not for profit education programs
Professor (University of Dallas & University of Texas, Dallas) part time
Professor, Dallas Community College District (part time)
Instructor and site administrator, AGE Program, De Anza College
(Cupertino, CA)
Acting Instructor, University of California, Berkeley (also head T.A.
history, reader)
Various part time jobs in youth camps & educational programs (U.S. & France),
translator and editor (Institute for International Studies)

Committees:

St. Helena Beautification Foundation
Church committees (currently Children's Ministry Vision Committee,
Worship, formerly Vestry, etc., Grace Church, St. Helena) over decades.
Napa Co. Office of Education Career in Curriculum committee
FSUSD Science Ed. Committee
Smith College alumnae committees (Dallas)



CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelenacalifornia.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

PARKS AND RECREATION

Name:

PAUL KASS

Home Address:

925 VALLEY VIEW CT ST HELENA

Mailing Address:

SAME

Occupation:

Retired

Business Address:

Telephone: Home

Cell

650 681 7295

Business

E-mail:

PAULDKASS@GMAIL.COM

➤ Please indicate if above numbers can be made available to the public upon request: Yes or No

Resident of St. Helena? Yes or No

Yes, how long have you lived in St. Helena?

owned since 1999

2012-4 years

Current occupation (within last 12 months)

Business interests in last 12 months:

Previous Committee/Commission Experience:

Friends of Cameo BOD

DRIS BOD

SUN FOUNDATION BOD

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

40 years in a variety of Human Resource roles, including
exec coaching, team development, facilitation, diversity
training, functional leadership, staffing.

Professional and/or community service activities:

Serve on Board @ Cameo Theater
Weekly Food For Love (Cooking for Ruanda House)

Local government related experience: _____

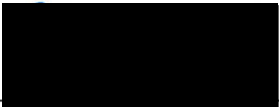
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I WANT TO GET MORE INVOLVED IN HELPING ON
COMMUNITY ISSUES AND SEE THIS COMMITTEE AS A
STARTING POINT TO GAIN EXPERTISE AND OFFER GUIDANCE.

Names, addresses, and phone numbers of three individuals familiar with your background:

STACEY BRESSLER
CATHY BUCK CAME
CYNTHIA KEE TO

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

5/17/17

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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



CITY HALL, 1480 MAIN STREET
OFFICE OF THE CITY CLERK
ST. HELENA, CA 94574
(707) 968-2742
www.sthelena.org

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Board/Committee/Commission to which you are applying:

Parks & Recreation Commission

Name: Matthew Demchuk

Home Address:

1000 Brown Street, #14, Saint Helena, California 94574

Mailing Address: Same

Occupation: Attorney

Business Address: 1335 Main Street, #110, Saint Helena, California 94574

Telephone: Home _____ Cell 707.975.7076 Business _____

E-mail: matthew@demchuk.com

➤ Please indicate if above numbers can be made available to the public upon request Yes or No

Resident of St. Helena? Yes or No Yes, how long have you lived in St. Helena? 27 years

Current occupation (within last 12 months) Attorney

Business interests in last 12 months: Sole Practioner, Trustee and Short Term Rental Permit holder in St. Helena

Previous Committee/Commission Experience:

Current Chair of the Parks & Recreation Commission

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See attached Resume

Professional and/or community service activities:

Past President of St. Helena Kiwanis Club, Past Chairman of St. Helena City Golf Championship,
Past Chairman of the Naked Vine Wine Auction, Current Board Member of St. Helena Tennis Assoc.

Local government related experience: Sat on interview panel for the hiring of new Recreation
Director for St. Helena

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I have been on the Parks & Rec Comm for the past two years, currently serving as Chair. I feel that
the Commission has initiated some very positive projects and I would like to see them through. I also
am very involved in the Recreation Department being a father of 3 young girls and a Bocce Captain

Names, addresses, and phone numbers of three individuals familiar with your background:

Brian Nash (707) [REDACTED]

Jack Oliver (707) [REDACTED]

Kim Phinney [REDACTED]

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[REDACTED]

Signature of Applicant

June 15, 2017

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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

Matthew E. Demchuk

924 Signorelli Circle * Saint Helena, CA 94574 * 707.975.7076 * matthew@demchuk.com

General Counsel

Accomplished general counsel with five years of experience devising and implementing practical solutions to complex problems. Skilled in dispute resolution and client management. Articulate communicator and clear, concise writer with polished presentation and interpersonal skills.

Areas of Expertise

Real Estate * Commercial Transactions * Corporate Compliance

Professional Credentials

Admitted to California Bar, 1995

Doctor of Jurisprudence, Golden Gate University, School of Law

Legal Expertise

- Contracts/Agreements
- Employment Practices
- Corporate Compliance
- Insurance/Risk Management
- Property Acquisition/Sales/Transfer
- Property Leases/Deeds
- Healthcare Regulatory/Billing Compliance

Professional Experience

Law Offices of Matthew Demchuk

Sole Practitioner

2012-Present

Specializing in the area of Healthcare Facility Mergers and Acquisitions. Representation of sellers in the sale of a Skilled Nursing Facilities, Assisted Living Facilities and Adult Care Homes, which includes the negotiation of Purchase Agreements, Interim Management Agreements, Interim Subleases and Operations Transfer Agreements; representation continues through interim period.

Additional Engagements include:

- Business Formation
- Contract Negotiation
- Trust Representation

Pronet Solutions, Inc., Phoenix, AZ

2007-2012

General Counsel. In-house counsel for privately held company 09with operations as information technology support for community banks in the Western United States and Chicago. Legal expertise includes

-Contracts

Managed contracts process, including negotiations and dispute resolution for managed services agreements; commercial property leases; vendor agreements; confidentiality agreements.

- ✓ Successfully negotiated the revision of the Master Managed Services Agreement to incorporate additional terms associated with Hosted Services.
- ✓ Processed high volumes of agreements conducting a meticulous review of each agreement. Prudently selected points to argue, with high rate of success in negotiations.
- ✓ Participated in the negotiation of the Stock Purchase Agreement that eventually sold the stock to a large publically traded entity.

-Human Resources

Handled resolution of wrongful termination, discrimination, sexual harassment, wage claims and FMLA matters; provided counsel on progressive disciplinary matters, terminations and development of personal policies and procedures.

- ✓ Successfully defended DOL wage audit that eventually resulted in the elimination of a six figure fine to the corporation.

-Risk Management

Served as primary liaison between corporation and insurance carriers; evaluated, monitored and settled claims; ensured compliance with policy reporting requirements.

- ✓ Established timely notifications and accurate record keeping of all incidents and claims.
- ✓ Interpreted insurance coverage/policies for all concerned parties.
- ✓ Conducted annual analysis of coverage limits and reported to Board.
- ✓ Served as Chairman on Audit Committee.

-Corporate Records

Maintained corporate records, as well as subsidiaries; maintained corporate compliance in formation state, as well as all other states in which corporation conducted business.

- ✓ Formed subsidiary for Managed Security Services.
- ✓ Maintained accurate corporate records for FDIC regulators.

-401(k)

Served as Plan Administrator; successfully transitioned to new plan trustee; successfully terminated plan upon sale of stock.

Healthcare Financial Solutions, Oakland, CA

2004-2007

Contractor. Worked within firms Management division on long-term management engagements in an executive capacity. Interim positions included

Palm Drive Hospital

Interim CEO of skilled nursing facility during and after acquisition by Hospital.

California Armenian Home

CEO of multi-level, non-profit, senior living property.

Marlinda Convalescent Hospital, St. Helena, CA

1995-2004

Nursing Home Administrator. Managed seventy bed nursing facility. Developed and implemented risk management program which resulted in zero claims. Represented facility in all administrative proceedings including the negotiation of all facility contracts.

Great Pacific Trading Company, Grants Pass, OR

1994-1995

Commodity Futures and Options Broker. Series 3 licensed broker. Developed Trading Hotline and in-training for compliance officer.

Affiliations

Member, California Bar Association

Education

Doctor of Jurisprudence, Golden Gate University, School of Law, San Francisco, CA 1993

Bachelor of Arts, English, California State University, Fullerton 1990



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: New Business

Subject: Report to City Council of the Forensic Accountant
Report by Nigro & Nigro.

CEQA Determination: Not a CEQA project

Prepared By: 
April Mitts, Finance Director

Reviewed By:

Approved By: 
Larry F. Pennell, Interim City Manager

BACKGROUND

In the late 1990's, looking to reduce the likelihood of severe flooding of vulnerable properties, City staff began a planning process with the intent to receive a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) for areas along the Napa River near Sulphur Creek. This initiative resulted in a \$37.6 million Comprehensive Flood Control Project. Although most the work on these projects has been completed and the LOMR issued, financial and contractual obligations remain open. Following a deobligation of \$1.9 million to FEMA in February 2014, the new city management team in early 2015 researched the events that lead to the deobligation. The results of the research were presented to the City Council on April 14, 2015.

Following this initial review, the City hired an experienced Grants Manager and conducted an internal review of the Project. This effort culminated in a January 26, 2016 report to the St Helena City Council identifying contractual compliance issues with at least two funding agencies and apparent weaknesses in grant and accounting practices. It was at this time, staff recommended contracting with a forensic accountant to assist the City in identifying whether expenditures related to the Flood Control Project

were allowable in respect to each project, and to determine if there is an indication that proper internal controls were followed during the course of the projects.

On January 29, 2016, the City of St. Helena published a Request for Proposals (RFP) for forensic accounting services from qualified firms with a certified forensic accountant/fraud examiner to audit the City's \$37.6 million Flood Control Project. On April 12, 2016, the City Council approved Resolution No. 2016-43 authorizing an agreement with Nigro & Nigro to provide a review of the Flood Control Project.

DISCUSSION

Over the past year, City staff has been working with the firm Nigro & Nigro as they performed various review tasks related to the Flood Control Project. Two reports have been prepared by Nigro & Nigro.

FINANCE DEPARTMENT REVIEW (Attachment 1)

The first report assists the City in identifying whether processes and procedures in the Finance Department are sufficiently designed and implemented. To achieve the objectives of the first report Nigro & Nigro interviewed various City personnel and reviewed City policies over the following control areas:

1. Accounting
2. Accounts Payable
3. Record Retention
4. Purchasing
5. Contract Management
6. Grant Management
7. Cash Management, Banking, and Reconciliations
8. Fraud Prevention.

The results of this engagement indicated several procedural deficiencies in both the design and in the implementation of the system of internal controls, as described in further detail in the report. The deficiencies identified by Nigro & Nigro mirror the deficiencies provided by during Fiscal Years 14/15 and 15/16 CAFR review by Van Lant & Fankhanel. This report was received by City staff on August 26, 2016 and since that time staff has already implemented some of the identified recommendations and is working on process/procedures to address the rest of the recommendations provided by Nigro & Nigro and Van Lant & Fankhanel.

FLOOD CONTROL PROJECT REVIEW (Attachment 2)

The second report prepared by Nigro & Nigro is the Flood Control Projects Review. This report assisted the City in identifying whether expenditures related to the "Flood Control Projects", which refer to the collective projects under Measure A, State Revolving Fund Loan Projects, FEMA Hazard Mitigation, and the Department of Water Resources Grant were allowable in respect to each project, and to determine if there is an indication that proper internal controls were followed during the course of the projects. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public

Accountants. In order to achieve the objectives, Nigro & Nigro performed the following procedures:

1. Obtained an understanding of the City's processes and procedures as they relate to the financial accounting and compliance of the Comprehensive Flood Control Project.
2. Determined whether restricted funds were expended appropriately on expenses related to the Project through a valid statistical sampling of expenses.
3. Determined whether financial records provide for complete and accurate reporting of the Project in accordance with generally accepted accounting principles and grant agreements.
4. Reviewed a sampling of contracts to determine whether they were awarded properly and related to the Project.
5. Determined whether the City has complied with laws and regulations that may have a material effect upon the City's financial statements, grant contracts, and reporting requirements.

Due to the overall lack of complete accounting records from the flood project period of 1999-2012, Nigro & Nigro was unable to determine if all of the expenditures related to the flood control project were fully represented in City prepared reconciliations of the activity, nor were they able to confirm that the records provided represent the complete sum of all records and documentation.

The City's three primary goals of the engagement with Nigro & Nigro were to:

1. Engage an expert to review the records
2. Piece together the various aspects of the flood control project
3. Review previous work on the project as well as validate and review the current staff's proposed appropriations based on available documentation and funding source allowable expenses.

It is Nigro & Nigro's conclusion that the City use the Comprehensive Flood Control Project Spreadsheet as a basis of the accounting of the flood control projects for all future audits by funding agencies. Additionally, Nigro & Nigro recommends the City work with funding agencies to make adjustments, if significant non-compliance is noted by any funding agency.

Nigro & Nigro's conclusion is that current City staff have done everything within reason to dissect the flood control project. Based on the tremendous amount of work performed by City staff to create the Comprehensive Flood Control Project Spreadsheet, and the confirmation of poor grant management that occurred during the timeframe of the flood control projects through this report, Nigro & Nigro does not believe that further procedures or the engagement of additional forensic accountants would yield significantly different conclusions.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Receive and File.

ATTACHMENTS

[Attachment 1 City of St. Helena Finance Department Review 2016](#)

[Attachment 2 City of St Helena Flood Control AUP Report](#)

[Attachment 3 Comprehensive Flood Control Spreadsheet](#)

Attachment 1

**CITY OF ST. HELENA
Accountants' Agreed Upon
Procedures Report**

**Finance Department Review
August 26, 2016**





To the Director of Finance
City of St. Helena
St. Helena, California

**Independent Accountants' Report on Applying
Agreed-Upon Procedures**

We have performed the procedures enumerated below, which were agreed to by the City of St. Helena ("the City"), solely to assist you in identifying whether processes and procedures in the Finance Department are sufficiently designed and implemented. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

In order to achieve our objectives, we conducted interviews of various City personnel and reviewed City policies over the following control areas:

- A. Accounting
- B. Accounts Payable
- C. Record Retention
- D. Purchasing
- E. Contract Management
- F. Grant Management
- G. Cash Management, Banking and Reconciliations
- H. Fraud Prevention

The results of our engagement indicated several procedural deficiencies in both the design and in the implementation of the system of internal controls, as described in further detail in this report. However, our work was limited to the records that were available and provided to us by City personnel, and may not represent the complete sum of all records or documentation.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the information. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of management of the City of St. Helena, and is not intended to be, and should not be, used by anyone other than these specified parties.

Murrieta, California
August 26, 2016

Attachment 1

A. ACCOUNTING**Summary**

The City receives a significant amount of resources from taxes, a system in which there is no direct relationship between the amounts a taxpayer pays and the services that taxpayer receives, or from transfers from other levels of government, with no expectation of repayment or of economic benefit proportionate to the resources provided. By contrast, private-sector companies derive most of their revenues from essentially voluntary payments from customers in approximate proportion to the amount of goods or services the customer receives. The primary objective of most of the City's activities is service to the public, not profit. The City has a duty to demonstrate that it has complied with budgetary and other legal restrictions on the use of its resources. This duty is referred to as fiscal accountability, and is built through a comprehensive framework of internal controls.

According to the Government Finance Officers Association, communication is an essential component of a comprehensive framework of internal controls. One method of communication that is particularly effective for controls over accounting and financial reporting is the formal documentation of accounting policies and procedures. A well-designed and properly maintained system of documenting accounting policies and procedures enhances both accountability and consistency. The resulting documentation can also serve as a useful training tool for staff.

Accounting Policies and Procedures

The City does not have a formal accounting policy and procedure manual. Instead, the City follows an informal set of procedures to accomplish the daily accounting functions and delineate responsibility between employees.

Journal Entry Procedures

The City does not currently have a formal policy or procedure for journal entry procedures. All employees within the Finance Department have the ability to initiate journal entries in the City's accounting software, Springbrook. The Finance Director, or designee, is responsible for reviewing and posting all journal entries. In instances where the Finance Director initiates a journal entry, the entry is reviewed and committed by the Finance Manager or the Administrative Service Manager within the Finance Department. Only the Finance Director, Finance Manager, and the Administrative Services Manager have the ability to commit journal entries. Backup is kept on file for all journal entries.

Year-end Closing Procedures

The City does not have a formal written policy with responsibilities, timelines, and due dates for the year-end closing process. However, the City does have a working draft of the year-end schedule. It is imperative for the City to follow a strict timeline in the year-end closing process to ensure that all accounts are closed accurately and timely. The City is working on establishing a year-end checklist with responsible parties and due dates.

Travel and Conference Policy

The City has a travel and conference policy described in the Employee Handbook, which was last updated in November, 2000. All travel at the City's expense must be approved by the City Manager, City Council, or Department Head. The policy does not clearly define approval guidelines or dictate what is required to be approved by the City Manager versus City Council, although, per the Director of Fiscal Services, only out-of-state travel is required to be approved by City Council. A "Travel Expense Statement" is required to be filled out and signed by the employee, their Supervisor and the Finance Director. The form is then turned in to the Finance Department, and the Accounting Assistant is responsible for reconciling the receipts to the approved form. If an employee uses a City credit card for meals during travel, there is no maximum amount regulated, and per diem rates do not apply. Cash advances are rarely used, but, if deemed necessary, an application must be approved one week in advance by the Finance Director. If the advance is over \$25, the advance must be approved by the City Manager. The City is in the process of updating the Employee Handbook and expects the handbook to be available before the end of the 2016 calendar year.

Attachment 1

Findings and Recommendations

- A. 1. We recommend that the City adopt an accounting policies and procedures manual, which delineates the authority and responsibilities of each employee, including detailed job descriptions.
- A. 2. We recommend that the City establish a journal entry procedure. This procedure should include the appropriate levels of review based on dollar thresholds or type of entry.
- A. 3. We recommend that the City create and implement a formal yearend closing calendar with clear roles and responsibilities to ensure accurate and timely closing of the books.
- A. 4. We recommend the City update the travel and reimbursement policy, as planned. The policy should clearly define the approval process and applicable thresholds.
- A. 5. We recommend that the Accounting Assistant review each receipt for prohibited or unreasonable purchases once these are defined in the updated policy. Furthermore, we recommend establishing guidelines over credit card use (discussed further in Section F. Cash Management, Banking and Reconciliations).
- A. 6. We recommend evaluating policies annually, and updating policies no less than every three years.

B. ACCOUNTS PAYABLE**Summary**

Accounts payable refers to the process by which vendors are paid for the goods and services provided to the City. Accounts payable is tracked within the Springbrook accounting software. There is one Accounting Assistant who is responsible for the accounts payable duties. Although the City does not have a written policy, the normal process for accounts payable is as follows:

- 1. The Accounting Assistant receives all invoices, date stamps each invoice and scans each invoice prior to sending to the appropriate department for approval to pay.
- 2. The respective department head, or responsible manager or supervisor, is responsible for reviewing and assigning an account code for each invoice received. In addition, all invoices must be signed for proof of approval. Invoices are then returned to the Finance Department.
- 3. The Accounting Assistant is then responsible for entering all invoices into the Springbrook accounts payable module. The accounting software will alert the user if a duplicate invoice number is entered or if the GL account is over budget. If the GL account is over budget, the invoice is returned to the Department.
- 4. The Finance Director, or designee, reviews the check batch for accuracy and posts the check batch. The check batch is compared to the invoices to ensure information is accurate, such as invoice number, invoice amount and vendor name. In addition, account coding and verification of approval signatures are reviewed.
- 5. After the check batch has been reviewed and committed, the Accounting Assistant processes accounts payable and initiates the check run. The Accounting Assistant must log the beginning and ending check number, the total number of checks processed, and the process date, in addition to signing the check log as the initiator of the check run.
- 6. The Finance Director, or designee, retrieves the printed checks from the printer and verifies the check numbers with the committed batch. In addition, the Finance Director, or designee, must sign as a witness, asserting that all checks listed by the Accounting Assistant were printed and accounted for.

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7. The check stock is kept in the safe and is pre-numbered. At the time checks are printed at the City, digital signatures are printed on the checks, therefore, checks are not physically signed by the signers. The signers on the Account include the City Manager, the Finance Director, and the Human Resources/IT Director.
8. The Accounting Technician is responsible for mailing the checks.

Findings and Recommendations

- B. 1. We recommend that the City adopt a formal written policy over accounts payable. This policy should cover all payment methods, including wire transfers.
- B. 2. We recommend that the ability to add new vendors to Springbrook be removed from the Accounting Assistant. This represents a lack of segregation of duties, as the individual responsible for processing payments may also add vendors into the system.

C. RECORD RETENTION**Summary**

The purpose of a record retention policy is to ensure that appropriate records are kept as long as legally and operationally required. In 2002, the City approved and implemented the first retention schedule. On September 8, 2015, the City updated the record retention policy. The policy defines the management, preservation, and protection of the City's records. The policy also includes a retention schedule for each type of record and the number of years required to be maintained for each record. The policy is as follows:

Ownership

Records and information created or received in the course or conduct of the City's business are the exclusive property of the City. Therefore, such records and information are subject to compliance with this Policy, the associated Retention Schedule and City procedures. Employees are to have no expectation of privacy for any record or writing created during the performance of City business or while using a system for managing the City's records and information. Requests for such records can be made through the California Public Records Act.

Authenticity

The City is committed to creating and maintaining complete, accurate, and trustworthy records and information in support of its business activities. Deliberately creating false or misleading records or information regarding the City's activities is strictly prohibited. Records and information are potentially discoverable in litigation, regardless of storage medium and regardless of physical location. Records and information should not contain language that is misleading, incomplete, inaccurate, fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, abusive, libelous, defamatory, or that violates any applicable law or regulation.

Classification

Each department shall maintain records according to records management best practices suited to the particular needs of the department. Records and information will be created, stored and managed with the appropriate classification that enables their protection as well as necessary access for future use.

Retention Requirements

Records and information are to be retained in accordance with the City's approved Retention Schedule. When records or information exceed their applicable retention period, regardless of the format, they shall be deleted, erased, or destroyed in compliance with City procedures.

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Suspending Retention Requirements

Records and information relevant to litigation, an investigation, or an audit and subject to a Legal Hold are to be retained and preserved until further notice from the City Attorney regardless of the retention period set forth in the Retention Schedule. Records and information subject to a Legal Hold or an audit that are no longer required for business purposes may be transferred to offsite storage facilities for preservation in coordination with the City Attorney.

Storage and Protection

Records and information, whether active or inactive, are to be appropriately stored and protected.

Records and information no longer considered active may be transferred to designated offsite storage facilities to fulfill retention requirements. Records and Information transferred to offsite storage are to be indexed for future access.

Availability

Records and information must be available for future business, litigation, and investigations as necessary, regardless of storage location.

Records and information that are deemed "public" are to be made available for the public in accordance with applicable laws and regulations.

Exiting Employees and Contractors

When an employee or a contractor leaves the City, the employee's/contractor's supervisor or manager is responsible for complying with the requirements of this Policy and any supporting procedures for retaining and managing the records and information of the exiting employee or contractor.

Vital Information

Records and information designated as "vital" are to be protected in a manner that establishes the priority of recovery of the data in a timely manner following a disaster or system disruption. Vital Records are those records or information that are needed to recover from a disaster or resume business operations. Vital Records should be protected in accordance with City procedures and standards.

Recovery Backup Media

Disaster recovery backup media are exact copies of an operating system, associated application and data created for the sole purpose of recovering data in the event of a disaster and are not subject to the requirements of the Retention Schedule because they contain duplicate information to be used for data recovery in the event of a disaster. Backups serve as a level of protection for electronic systems and the data that is stored on those systems only.

Historical Information

Historical artifacts, documents, events, memorabilia and collections, as defined on the Retention Schedule, are valuable in documenting the City's history and providing information for researchers. Historical Records are to be permanently preserved so as to assure their ongoing availability and access.

Findings and Recommendations

- C. 1. We recommend that the City review the policy annually and update the policy at least every three years. In our comparison of the record retention policy to the GFOA best practices, we did not note any instances of record policies which fell below the minimum identified by the GFOA.
- C. 2. We recommend that the City establish and identify special retention periods that align with any future grants, contracts or agreements with outside entities. This will ensure that the City does not risk the

Attachment 1

potential loss of funding due to non-compliance with grant or contract terms due to an inability to locate appropriate supporting documentation.

- C. 3. We recommend that City investigate the ability and perform a cost benefit analysis of storing all records electronically.
- C. 4. We recommend that the City establish a standardized indexing system to ease the burden of locating documents for audit or internal use. This will assist the City in ensuring documents can be easily located, even if employees who performed the work are no longer employed by the City.

D. PURCHASING

Summary

Purchasing and contract management refers to the City's process for procuring goods and services from vendors. The City has updated its purchasing policies as of January, 2016. The City's purchasing procedures are defined below for supplies, general services and equipment.

Departmental Purchase Procedures

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

- A. Purchases of five hundred dollars or less: requestor receives a verbal/written approval from supervisor, keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All purchases shall be made with funds in an unencumbered appropriation.
- B. Purchases greater than five hundred dollars, but less than one thousand five hundred dollars: requestor receives a verbal/written approval from supervisor, attempt to obtain at least three oral or written bids or quotes, requires requisition approved by supervisor, department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All such purchases shall be made with funds in an unencumbered appropriation.

Informal Bid Procedures

The purchase of supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with the estimated value greater than one thousand five hundred dollars, but not exceeding twenty-five thousand dollars, shall be made by a purchase order. Said purchases, subject to the department head's discretion, based upon a small amount, or urgent need and timeliness, may be let without the formal bidding procedures. In such case, the following procedures shall be followed:

- A. Solicitation of Bids. If it is determined that the request is of a sufficient size and time allows, the purchasing officer or designee, before issuing the purchase order to a specific contractor/vendor, shall: for purchases greater than one thousand five hundred dollars to five thousand dollars must obtain at least three oral or written bids or price quotes; for purchases greater than five thousand dollars to twenty-five thousand dollars shall obtain at least three written bids or price quotes. The purchasing officer or designee may negotiate to obtain the lowest possible contract amount from any vendor contacted who can provide supplies, general service, or equipment within the time constraints of the department's request. The purchasing officer or designee may solicit or determine bids of prospective vendors by written request, telephone, or may base award recommendations upon current catalogs or advertisements.

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- B. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.
- C. Maintenance of Records. After placing the order, a written record of the contract, bids, quotes or advertisements used or received shall be open public records and maintained by the purchasing officer or the department for a period of two years.
- D. Award. The purchasing officer or designee shall award the contract to the lowest responsive and responsible bidder, vendor or offeror whose quote, bid, or proposal fulfills the purpose intended, provided the amount is within the unencumbered appropriation for that item, or reject such bids or proposals, or negotiate further for terms more favorable to the City.

Formal Bid Procedures

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

- A. Published Notices. A notice inviting bids shall be published at least ten (10) calendar days before the date of the opening of bids. The notice shall be published at least once in a newspaper of general circulation printed and published in the city, and also in appropriate trade publications, if any, circulated within the general area. Such other notice as the purchasing officer or designee deems appropriate shall be made.
- B. Notices Inviting Bids. Notices inviting bids shall include a general description of the goods, articles, services or equipment to be purchased, any required bidder's security or performance bonds, state where bid blanks and specifications may be secured and the time and place for the opening of bids.
- C. Bidder's List. The purchasing officer or designee shall maintain a list of responsible bidders for various categories of supplies, equipment, and general services. A solicitation for a bid shall be sent to all responsible prospective contractors or suppliers whose names are on the bidder's list for the category of equipment, supplies or general services subject to the bid request.
- D. Bidder's Security/Failure to Sign Contract. If the city requires a bidder's bond or other form of security, the bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent (10%) of the bid amount. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the council may award the contract to the next lowest responsive, responsible bidder.
- E. Bid Opening Procedure. Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by city staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening.
- F. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.
- G. Bid Evaluation Procedures. All bids and bidders shall be analyzed by purchasing officer or designee and the responsible department for bidder's qualifications and compliance with bid specifications. The purchasing officer or designee shall prepare a recommendation to the department for award or rejection; the department shall then prepare a recommendation for award or rejection to the city council.
- H. Rejection of Bids. In its discretion, the city council may reject all bids and re-advertise. If no bids are received, the city council may proceed with the procurement without further complying and using whatever method it deems appropriate, such as rebid, abandon acquisition, or negotiate a contract.

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- I. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, provided the award amount is within the unencumbered appropriation for that item. The city council may waive any minor bid irregularities. Council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.
- J. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.
- K. Performance Bonds. The city may require a performance bond in such amount as it shall find reasonably necessary to protect the public interest. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Findings and Recommendations

- D. 1. We recommend implementing a formal requisition or purchase order process to ensure that all expenditures are pre-approved. Currently, requisitions are not tracked in the Springbrook system and are the responsibility of the department to track.
- D. 2. We recommend investigating the potential capability of Springbrook to route and track purchase approvals electronically.
- D. 3. We recommend adjusting the retention period stated within this policy (informal bid procedure, C) to four years instead of two years, to coincide with the City's current retention policy/schedule.

E. CONTRACT MANAGEMENT**Summary**

In 2001, the City opted, through formal City Council action, to participate in the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual by the California Uniform Construction Cost Accounting Commission. Public Works projects must go out to bid if the cost exceeds \$175,000. The City's bidding procedures are described below. The City Manager is authorized to approve all contracts under \$25,000. All contracts over \$25,000 require City Council approval.

Informal Bidding Procedures

For those projects which qualify for informal bidding, the following procedures shall be used:

- A. The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with the Uniform Public Construction Cost Accounting Act rules.
- B. The city clerk shall prepare a notice inviting bids.
 - 1. The notice inviting bids shall include a general description of the services and/or articles to be purchased, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance bond will be required.
 - 2. Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area, in accordance with California Public Contract Code Section 22036.

Attachment 1

3. Notices inviting informal bids shall be posted at the city hall and mailed at least ten (10) calendar days before the due date of submission of bids to all firms or suppliers on the bidder's list for the category of equipment, supplies, or general services being bid and to such other vendors as the Public Works Director deems appropriate.
 4. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.
- C. The city council shall award the contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the solicitation. The council may waive any minor bid irregularities.
- D. If all bids received are in excess of one hundred seventy-five thousand dollars, the city council may, by passage of a resolution by a four-fifths vote, award the contract up to one hundred eighty-seven thousand five hundred dollars to the lowest responsible bidder if it determines the cost estimate of the city was reasonable.

Formal Bidding Procedures

For those projects which qualify for formal bidding, the following procedures shall be used:

- A. Prior to soliciting bids, the city council shall approve and adopt the plans, specifications and working details, and authorize the bid request for all public work projects in excess of one hundred seventy-five thousand dollars.
- B. The city clerk shall prepare a notice inviting bids.
1. The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
 2. The notice shall be published at least once fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, which is circulated within the jurisdiction of the city.
 3. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at least fifteen (15) calendar days before the date of opening the bids.
 4. In addition to notice required by this section, the city may give other notice as it deems proper.
- C. Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project and bid on the envelope. Bids shall be opened by the city clerk's staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening. The Public Works Director shall make an analysis of the bids for compliance with bid specifications and thereafter make a recommendation for award or rejection.
- D. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended, according to criteria designated in the solicitation. The council may waive minor bid irregularities.

Findings and Recommendations

- E. 1. When we reviewed the California State Controller's Office website (last updated July 22, 2016) for the list of agencies participating under the requirements of the Uniform Public Construction Cost Accounting Act, we noted that the City was not listed. We recommend that the City file a copy of the resolution with the State Controller's Office as required by Public Contract Code 22030.

Attachment 1

- E. 2. Through inquiry we discovered that the City does not maintain a list of qualified bidders as required under the Uniform Public Construction Cost Accounting Act. We recommend that the City establish a list of qualified bidders.

F. GRANT MANAGEMENT

Summary

Local governments often receive significant grants from other governments and organizations to support their programs and activities. Often, grants come with specialized requirements that can apply to the general operations of the grant, specific compliance rules, monitoring of other parties that may receive resources from the grants, and specialized reporting requirements. There are typically negative consequences for failing to meet these requirements. Further, grants may, either as a condition of the grant itself or politically, commit a government to financially maintain a program or asset after the expiration of the grant. Accordingly, the City should develop a grants policy that requires certain steps to be taken before applying for or accepting grants to maximize the benefits of grants while minimizing their risks.

The City first implemented the Grant Application and Management Policy on March 23, 2016. The policy is presented below:

Roles and Responsibilities

1. City Council:
 - a. The City Council will approve all grant and loan agreements and all substantive contract amendments such as a change in grant award amount or project scope. Council will delegate contract execution to the City Manager, unless a grant agreement requires otherwise.
 - b. Council will also approve all agreements, Memoranda of Understanding, letters, Joint Powers Agreements and similar documents with local agencies where the City is receiving pass-through funds.
2. City Manager:
 - a. The City Manager executes all contract related documents, unless the grant agreement requires another position. Staff Reports and Resolutions must mention by title, not an individual's name.
3. Grants Manager:
 - a. Develops, recommends and maintains grant management policies with approval from City Council, City Manager or Finance Director as applicable.
 - b. Provide technical assistance to Operating Departments in preparing grant applications, submitting reports, maintaining records and responding to any audit or information requests from granting agencies.
 - c. All reports, requests for reimbursements and similar documents prepared by the Grants Manager will be approved by the Department Head where the project exists, the Finance Director, or the City Manager. When such documents and requests are prepared by Operating Department Staff, the Grants Manager will approve before submittal. All reports, requests for reimbursement and similar documents must be submitted for approval at least seven (7) days before the due date.
 - d. Coordinates preparation of the Single Audit Report with the Finance Director and is responsible for the distribution of single audit reports.
 - e. Maintains a master file of all grant award documents
 - f. Prepares list of State, Federal and Pass-through Grants to prepare for annual Schedule of Expenditures of Federal Awards (SEFA). Operating Departments will assist with information gathering.

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- g. As needed, monitors and assists Operating Departments on grant-related tasks:
 - i. Maintains financial and other records in accordance with grant requirements
 - ii. Monitors grant expenditures and receipt of revenues:
 - 1. All income, including Program Income, resulting from a grant funded project or program shall be managed and maintained per the terms of the award letter, grant agreement, contract or other document from the granting agency.
 - 2. Cash on hand from a funder shall be used first before requesting additional funds unless permitted under the terms of the grant agreement.
 - 3. Review advances and disbursements no less than annually to determine interest earned. Disbursement of interest must be made to the granting agency unless otherwise stated in the agreement.
 - 4. All grant receivables will be reconciled quarterly by the Grants Manager and approved by the Finance Director.
 - 5. Unless otherwise prohibited by the grant agreement, cash on hand shall be invested in an interest bearing account until required for disbursement.
 - h. Submits required reports, including requests for funds, whether prepared by Finance or Operating Departments staff.
 - i. Coordinates on-site management reviews by the grantor agency during the grant term.
 - j. Ensures compliance with grant requirements, paying special attention to those areas where the grantor's administrative procedures are different than the City's.
 - k. Provides a quarterly report to the City Council outlining all grant activity such as applications, awards, closeouts and audit findings.
- 4. Operating Departments:
 - a. Support Grants Manager with subject matter technical assistance in preparing grant applications, submitting reports, maintaining records and responding to any audit or information requests from granting agencies.
 - b. When grant applications are written by Operating Department Staff, they must be approved by the Grants Manager prior to submittal.
 - c. Monitors and assists Grant Manager, as needed, on grant-related tasks:
 - i. Completes "Grant Information Form" for all grant awards
 - ii. Maintains financial and other records in accordance with grant requirements
 - iii. Monitors grant expenditures and receipt of revenues
 - 1. All income, including Program Income, resulting from a grant funded project or program shall be managed and maintained per the terms of the award letter, grant agreement, contract or other document from the granting agency.
 - 2. Cash on hand from a funder shall be used first before requesting additional funds unless permitted under the terms of the grant agreement.
 - 3. Unless otherwise prohibited by the grant agreement, cash on hand shall be invested in an interest bearing account until required for disbursement.
 - iv. Prepares required reports, including requests for funds, which are approved by the Grants Manager. All reports, requests for reimbursement and similar documents must be submitted for approval at least seven (7) days before the due date.
 - v. Ensures compliance with grant requirements, paying special attention to those areas where the grantor's administrative procedures are different than the City's.

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- vi. Information gathering for annual Schedule of Expenditures of Federal Awards (SEFA).

Grants Process

1. Grant Evaluation: Staff will evaluate benefits and costs of specific grant programs on a case-by-case basis based on the following:
 - a. Purpose of the grant program and its compatibility with identified City goals and objectives such as: (1) Council directed goals, (2) approved Capital Improvement Plan or similar plan such as a bicycle or pedestrian master plan, (3) a State or Federal mandate, or (4) items listed in an approved Budget or similar document.
 - b. Additional staffing, office space, facilities, supplies or equipment that will be required if the grant is awarded.
 - c. Ongoing impacts of the grant program after it is completed.
 - d. Responsibilities of other departments and impacts on them in preparing the grant application or performing work scope if the grant is approved.
 - e. Total program or project costs, including portion funded through grant revenues and any required City contribution, both through a cash or in-kind match.
 - f. Source of funding for any required City share. All match commitments over \$5,000 must be pre-approved *in writing* by the Grants Manager or the Finance Director prior to application submittal.
 - g. Compliance and audit requirements, paying special attention to those areas where the grantor's administrative procedures are different than the City's.
2. Letters of Support
 - a. All Council issued letters of support for a City-submitted grant must be approved by a majority of the City Council.
 - b. All Council issued letters of support for an outside agency must be approved by a majority of the City Council. Any commitment of match funds, either cash or in-kind, must be explicitly stated in the letter with anticipated Fiscal Year(s) of the appropriations.
3. Grant Application:
 - a. Grants Manager or Operating Department staff work with grantor agency in identifying special program requirements and developing strategies for preparing a successful grant application.
 - b. Staff completes grant application documents, which are signed by the City Manager unless the grant requirements stipulate otherwise. A copy of the grant application is placed in the Master File located in the Finance Department.
 - c. Grant writer coordinates with affected departments as necessary
 - d. Grant applications only need City Council approval prior to submittal when:
 - i. It is required by the application instructions;
 - ii. The application adds new regular staffing;
 - iii. It creates a new ongoing operational expense such as salaries after the grant period is over;
 - iv. It creates a new operational program that is likely to want to be continued after the grant is complete;
 - v. The matching funds will be requested from General Fund Assigned or Unassigned Reserves;
 - vi. At the conclusion of the grant, there is an ongoing commitment or obligation to continue the program; or
 - vii. The purpose of the grant is outside the City's current plans, policies and goals.
4. Grant Administration
 - a. For all grants, staff prepares a City Council Staff Report and Resolution accepting the grant award. Unless otherwise indicated in the grant guidelines, the City Manager is the authorized

Attachment 1

- representative and signer. The Staff Report must include the agreement for execution and as necessary, a budget request form.
- b. For all grants, staff prepares a "Grant Information Form" and submits to Grants Manager for the Master File.
 - c. Following City Council acceptance of the grant award, the Grants Manager will coordinate the execution of grant documents by the City Manager and return the executed documents to the grantor agency.
 - d. In all cases for grant and loan administration, there will be a secondary approval on all documents, requests, reports, close outs, etc. submitted to a grantor agency in accordance with grant best practices.
 - e. All items created by Operating Department Staff will be approved by the Grants Manager. Documents prepared by the Grants Manager will be approved by the Department Head or Supervisor in charge of the project management.
 - f. Operating Department Staff or the Grants Manager maintains financial and other records on accordance with grant requirements. Some of this information may be duplicates to the Master File maintained by the Finance Department.
 - g. Operating Department Staff will coordinate with Grants Manager on account coding and financial documentation.
 - h. Operating Department Staff or the Grants Manager completes and submits the required reports, including requests for funds. Operating Department staff must submit any document to the Grants Manager at least seven (7) days prior to the submittal for approval. The Grants Manager must submit any document to the Department Head at least seven (7) days prior to submittal for approval.
 - i. Project and Grant staff monitors grant expenditures and receipt of revenues and ensures all costs are charged to the grant.
 - j. Grants Manager coordinates on-site management reviews and/or audits by the grantor agency during the grant term.
 - k. Project and Grant staff ensures compliance with grant requirements, paying special attention to those areas where the grantor's administrative procedures are different than the City's.
 - l. Operating Department staff performs the grant work scope.
 - m. Grant Manager will review grant status quarterly with Finance Director.
 - n. Each grant will be assigned a grant project number by the Grants Manager, which must be included on all internal correspondence.
5. Grant Closeout & Audit:
- a. Operating Department staff completes the grant work scope.
 - b. Operating Department staff notifies the affected departments that the project is completed and schedules a "closeout" meeting if necessary to resolve any final procedural issues.
 - c. Operating Department works with Grants Manager to "Zero out" budget accounts for grant revenues and expenditures, complete a budget adjustment form and justification as necessary.
 - d. Grants Manager ensures final receipt of any required grant closeout documents.
 - e. Grants Manager reviews Master File for completeness which retains all necessary program and financial records for the period of time required by the City's Records Retention Policy or the grantor agency, whichever is longer.
 - f. Grants Manager coordinates any on-site management reviews or audits after the grant is completed. All audit findings are included in the Grant Manager's Quarterly Report to City Council. Operating Department Staff will notify the Grants Manager of an expected audit no later than five (5) calendar days following the receipt of such information from the granting entity. The Grants Manager or designee from the Finance Department will participate in the audit.
 - g. Grants Manager resolves any audit findings.
 - h. Grants Manager ensures files are compliant for City's Annual Audit or for the Federal Single Audit Act.

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6. Fixed Assets Funded by Federal Grants:

This section will be updated when the City's Fixed Asset Policy is established.

Findings and Recommendations

- F. 1. Through review and inquiry of grant controls and procedures, we noted that there is no clear way to track grants individually in the Springbrook accounting software. We recommend assigning a unique "resource" code to each grant in order to accurately track revenues and expenditures. Similar to a unique Fund code, the resource code should comprise a self-balancing set of accounts. Further, because such revenues are frequently not fully expended within a fiscal year and related liabilities are not completely liquidated, the resource code can also be used to reflect restrictions and special reporting obligations on balance sheet accounts. Additionally, use of a resource code to identify expenditures related to a specific grant can help staff identify which employee should be responsible for reviewing expenditures to ensure that they meet specific grant requirements and that only allowable expenditures are charged against the grant.
- F. 2. We recommend that the City develop appropriate cash management procedures for drawdown and receipt of funds.
- F. 3. For reporting requirements, we recommend maintaining a comprehensive list of reporting requirements and a reminder system for meeting the reporting deadlines.
- F. 4. We recommend updating the Fixed Assets Funded by Federal Grants section since the Fixed Asset Policy was established and adopted on October 28, 2014.
- F. 5. We recommend that the City review its Grant Application and Management Policy to ensure it aligns with the requirements in the Office of Management and Budget's Uniform Guidance for all federal awards.

G. CASH MANAGEMENT, BANKING, AND RECONCILIATIONS**Summary**

Cash management policies should include procedures and responsibilities related to cash collections, cash reconciliations, cash security, and banking. The City does not have a formal cash management policy in place, but does follow a set of informal procedures.

The City maintains a checking account, money market account, Local Agency Investment Fund (LAIF) account, California Asset Management Program (CAMP) account, and two mutual fund accounts. Bank statements for the checking and savings accounts are available online. The Finance Director, City Manager, Administrative Services Manager, Accounting Technician, and Accounting Assistant, have access to view and download the monthly statements. Reconciliations are completed by the Accounting Technician and reviewed by the Finance Director or designee in their absence. A Check Register Reconciliation Sheet is kept on file which logs all deposits, printed checks and voided checks. This sheet is kept on a shared drive that the Finance Department has access to and this sheet is used to reconcile the bank account. During the reconciliation process, the check sequence is verified.

Cash and checks awaiting deposit, petty cash, credit cards and check stock are kept in the safe. It was determined that the safe is kept unlocked during the day. Voided checks are kept on file and stamped void and the signature line is kept intact.

The City keeps petty cash on hand in amounts that range from \$200-400 and amounts are kept in the safe. A petty cash form must be filled out, signed by employee's supervisor and turned in before use. The maximum

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amount that can be disbursed is \$25. Receipts are required to be turned in after each purchase. The petty cash is reconciled monthly by an Accounting Assistant. A check is then processed to reimburse the petty cash.

All Department heads and designated managers are issued credit cards ("Cal Cards") and are responsible for safekeeping. Holders of Cal Cards are given monthly statements to review and to reconcile receipts. The Accounting Assistant is responsible for reviewing the monthly statement and ensuring all receipts were received. There are two generic credit cards which are required to be checked out by the user. Before use, a credit card use form must state the name of the person checking out the card, the vendor being used, date, amount, description and supervisors' approval.

Findings and Recommendations

- G. 1. As of the date of this report, the City is approximately four months behind on completing the bank reconciliations. In the City's 2014-15 audit it was noted that there was a large number of outstanding checks which have not been cancelled and through inquiry we determined that this has not been resolved. We recommend that the City complete all bank reconciliations within two weeks of the statement date.
- G. 2. The City is still in the process of creating and updating policies and procedures. We noted specifically that there is no credit card policy, and that the employee handbook has not been updated since 2000, which includes policies such as travel and reimbursements. We recommend the City continue updating all necessary policies and procedures as soon as possible. This policy should include a statement on prohibited purchases, limits, and the requirements and responsibilities of users. Additionally, the policy should identify the escalation process for users who do not follow City policy. Once new policies and procedures have been adopted, we also recommend ensuring that all employees are properly trained on new policies and procedures. Last, we recommend the City continue evaluating policies, at least annually, and updating policies no less than every three years to ensure they meet operational needs.
- G. 3. We recommend the Accounting Technician perform monthly bank reconciliations within two weeks of receiving the bank statement. Additionally, the Finance Director should review the bank reconciliation and initial and date the bank statement and reconciliation as evidence they were reviewed.
- G. 4. We also noted that the safe is not kept locked during the day. We recommend the safe be kept locked at all times, and minimize who has access to the safe to ensure that assets are properly safeguarded.
- G. 5. Through our inquiries, it was noted that the City maintains checks on file with the signature line still intact. If a mistake is made on a check, the employee should mark the check void, void the check in the system, and issue another. Additionally, the signature lines, whether the check is signed or not, should be cut out and mutilated so that it cannot later be negotiated. The check should remain on file in a secure location as supporting documentation for the voided transaction.
- G. 6. We noted that checks are written to either "petty cash" or to the "City of Saint Helena". Although petty cash activity is only about \$25 per month, this could be a problem because it is difficult to keep track of who is actually receiving the funds being withdrawn from the account when the check is simply made out to "cash" and not the name of an actual person. It also provides an opportunity for someone to embezzle funds from the account. We recommend that the City begin making the checks payable to the name of the person who is cashing the check and receiving the funds.

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H. FRAUD PREVENTION**Summary**

According to the Association of Certified Fraud Examiner's 2016 Report to the Nations, the typical organization loses approximately five percent of its annual revenues to fraud. Government entities are among the top three industries victimized by fraud.

Fraud is a pervasive risk to the City, and often times through the falsification of records or collusion of employees, can be very difficult to detect. The City can implement various internal control mechanisms and detections measures to assist in reducing fraud risk. One cost effective measure to reduce the risk of fraud, is the establishment of a strong system of internal controls. An important aspect of a strong system of internal controls is written policies and procedures dictating the expected behavior of employees. Additionally, the City should establish a culture that promotes ethical behavior of employees.

The City does not currently have a formal code of conduct or ethics policy.

Findings and Recommendations

- H. 1. We recommend establishing policies and procedures to encourage ethical behavior and facilitate the reporting of fraud or abuse and questionable accounting practices.
- H. 2. We recommend the implementation of an anonymous fraud hotline, and that the City begin conducting employee training on fraud prevention, detection and reporting.
- H. 3. We recommend that the City conduct a fraud risk "check-up" either internally or through the use of an external consultant.

CITY OF ST. HELENA
Accountants' Agreed Upon
Procedures Report
Flood Control Projects Review
June 21, 2017



CITY OF ST. HELENA
Accountants’ Agreed-Upon Procedures Report
Flood Control Projects Review

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APPENDICES

- Appendix A – Measure A Ballot Initiative
- Appendix B – FEMA Hazard Mitigation Grant
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 - B-3: Expansion of \$4.5 Million
- Appendix C – State Water Resources Control Board Agreement
- Appendix D – Department of Water Resources Agreement



**Independent Accountants' Report on Applying
Agreed-Upon Procedures**

To the City Council, City Manager, and Finance Director
City of St. Helena
St. Helena, California

We have performed the procedures enumerated below, which were agreed to by the City of St. Helena ("the City"), solely to assist you in identifying whether expenditures related to the "Flood Control Projects", which refer to the collective projects under Measure A, State Revolving Fund Loan Projects, FEMA Hazard Mitigation, and the Department of Water Resources Grant were allowable in respect to each project, and to determine if there is an indication that proper internal controls were followed during the course of the projects. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

In order to achieve our objectives, we performed the following procedures:

1. Obtain an understanding of the City's processes and procedures as they relate to the financial accounting and compliance of the Comprehensive Flood Control Project.
2. Determine whether restricted funds were expended appropriately on expenses related to the Project through a valid statistical sampling of expenses.
3. Determine whether financial records provide for complete and accurate reporting of the Project in accordance with generally accepted accounting principles and grant agreements.
4. Review a sampling of contracts to determine whether they were awarded properly and related to the Project.
5. Determine whether the City has complied with laws and regulations that may have a material effect upon the City's financial statements, grant contracts, and reporting requirements.

Due to the overall lack of complete accounting records we were unable to determine if all of the expenditures related to the flood controls projects were fully represented in City prepared reconciliations of the activity, nor are we able to confirm that the records provided represent the complete sum of all records and documentation. Additionally, the results of our engagement indicate several procedural deficiencies in both the design and implementation of the system of internal controls during the course of the flood control projects (1999-2012) as described in more detail throughout this report.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the information. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of management of the City of St. Helena, and is not intended to be, and should not be, used by anyone other than these specified parties.

Nigro & Nigro, PC

Murrieta, California
June 21, 2017

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report
Flood Control Projects Review***PROJECT OVERVIEW****History and Background**

St. Helena ("the City") is a city located in Napa County, California, and lies approximately 65 miles north of San Francisco. The City's population was approximately 5,800 at the 2010 census. The City encompasses a total area of approximately 4 square miles and includes 416 vineyards covering 6,800 acres of planted vineyards.

The City from its inception has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, the City has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The main goal of the City is to maintain a small-town atmosphere and to provide quality services to its citizens.

The Napa River forms the north-east border of the City and is prone to seasonal flooding from November through April each year. Flooding that threatens lives and property occurs from the City of St. Helena south through the City of Napa. Recorded history indicates there have been at least 22 serious floods on the Napa River since 1865. The most serious recent floods occurred in 2005, 1997, 1995, and 1986. Among the most damaging was the flood of 1986, which caused more than \$140 million in damage and led to the evacuation of 7,000 residents countywide.

Flood Control Projects

During the course of the last 20 years the City has applied for, and been granted, several awards related to flood control and watershed improvement, in addition to a County-wide tax measure. The funds from this tax measure and various awards have been collectively utilized for planning studies and numerous flood control and watershed improvement projects throughout the City. These dollars and the related projects represent what are collectively referred to as the "Flood Control Projects".

The City generally accounted for these projects in Fund 235, Measure A (Funds 34 and 35 were used prior to FY 2008-09), however, not all financial activity related to the Flood Control Projects was captured within these funds.

In total, the Flood Control Projects were funded by the following:

Funding Source	Type of Funding	Total Received to Date
County of Napa Taxpayers	County-wide Ballot Initiative - Measure A	\$ 18,254,014
Federal Emergency Management Agency	Hazard Mitigation Planning Grants	6,030,000
State Water Resources Control Board	Loan for Flood Protection and Restoration	7,999,500
Department of Water Resources	Grant for Flood Protection	2,371,481
Aggregate Flood Control Projects		<u>\$ 34,654,995</u>

Additionally, unrestricted General Fund dollars were used when no adequate funding source was available.

County-wide Tax Measure - (See Appendix A)

On November 4, 1997, the Governing Board of the Napa County Flood Protection and Watershed Improvement Authority (NCFPWIA) adopted the Napa County Flood Protection Sales Tax Ordinance, which, subsequent to voter approval, established a one-half cent retail transactions and use tax. NCFPWIA is comprised of the Community of Angwin/Deer Park, City of American Canyon, City of Calistoga, City of St. Helena, Unincorporated Areas of Napa County and the Town of Yountville.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

PROJECT OVERVIEW (continued)***County-wide Tax Measure – (See Appendix A) (continued)***

On March 3, 1998, more than 2/3 of the electors voting on the Measure A ballot measure approved the ordinance. The sales tax commenced on July 1, 1998, and has an expiration date of June 30, 2018. The sales tax issuance authorized the issuance of bonds secured by sales tax revenues and required that sales tax revenues shall be used to pay Authority issued bonds before all other uses.

The local agencies of NCFPWIA entered into a Joint Powers Agreement “JPA” on November 1, 1998. The JPA specifies the distribution of sales tax after payment of debt service on Authority bonds outstanding.

Measure A specifically allowed for specific sets of projects in each municipality. The following projects were approved for the City of St. Helena:

1. Flood management measures for the Napa River, Sulpher Creek, York Creek, and other tributaries to prevent flooding; and
2. Construct urban stormwater run-off facilities at Fulton, McCorkle, Mills and other areas; and
3. Stabilization and enhancement of Bell Canyon Reservoir, or other existing reservoirs, which shall be for the purpose of flood protection and water supply reliability.

In the event that any project was determined to not be economically or environmentally feasible, the City of St. Helena has the authority to recommend a replacement project to the Napa County Flood Control and Water Conservation District.

FEMA Hazard Mitigation Grants

On December 11, 2000, the City was notified by the Governor’s Office of Emergency Services (OES) that the amended application for the completion of the City of St. Helena’s planning study had been approved for \$247,500 (federal share). This grant was intended to compliment the large-scale flood control project for the Napa River downstream under the Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Grant Program. (Appendix B-1)

After numerous appeals, the City was notified on April 26, 2005 by OES that FEMA had approved an expansion of the planning-only project and an extension of the activity completion date. The expansion increased the federal share of the projects to a total of \$3,535,053 and included a project completion date of June 30, 2006. (Appendix B-2)

In 2012, the City requested additional grant funds from FEMA, and was allocated an additional \$4.5 million for these projects. (Appendix B-3) All FEMA awards required a 25 percent local match.

State Water Resources Control Board Agreement – (See Appendix C)

On July 17, 2007, the City of St. Helena entered into an agreement with the State Water Resources Control Board to complete the St. Helena-Napa River Flood Protection and Estuary Restoration Project in the amount of \$9,100,000. Amounts were to be repaid in installment payments beginning one year after the first disbursement at an annual interest rate of 2.4%. The scope of the project consisted of land acquisition, flood protection, and restoration along an approximately one mile stretch of the Napa River within the City of St. Helena. Project components included the construction of a floodplain terrace on the southern bank of the Napa River, shoreline restoration, a new levee, floodwall/bank stabilization and construction of storm drain, and detention basin. Planned completion of the enhancement including construction of a levee, floodwall/bank stabilization and floodplain terrace, and land acquisition in the original agreement was identified as October 30, 2009.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

PROJECT OVERVIEW (continued)***Department of Water Resources Agreement – (See Appendix D)***

On November 1, 2009, the Department of Water Resources entered into an agreement with the City of St. Helena to assist in financing a Flood Protection Project pursuant to the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act. The terms of the agreement state that the State will reimburse the City eligible expenditures not to exceed \$3,100,000 for the following tasks:

1. \$10,000 – Project Administration
2. \$1,772,800 – Floodplain Terrace Construction
3. \$306,800 – Shoreline Restoration
4. \$910,400 – Bio-Technical Bank Stabilization
5. \$100,000 – Public Trail

The funds were intended to support FEMA Hazard Mitigation Grant, the State Water Quality Control Board Revolving Loan, and Measure A proceeds. The agreement was made to remain in effect until November 1, 2012.

Disallowed Costs and Repayment

On June 25, 2013, the City received notification from the Office of Emergency Services (OES), that, during a routine audit, it had identified \$1,821,220 in expenses, categorized as “other/prior to 2007”, it deemed were ineligible for reimbursement as it was unclear how the costs related directly to the Flood Protection Planning Project. The City had 60 days to appeal the decision and provide additional documentation supporting the City’s position.

The Finance Director filed an appeal on August 29, 2013, with additional information to support \$938,636 of the costs; however, on December 16, 2013, OES responded via mail that it still believed that it was unclear how the funds were related to the projects, and the first level appeal was denied. On January 13, 2014, the Finance Director contacted OES via email stating that she would not be able to provide any additional documentation before she left employment with the City. She further stated, “I don’t think anyone in St. Helena has the detail of information FEMA is requesting.” Subsequently, the City received a de-obligation notice from OES, and on February 14, 2014, the City received an invoice from OES for the de-obligation in the amount of \$1,901,700.

The City processed the de-obligation invoice on February 27, 2014, with a notation “OK to pay per Gary (City Manager Gary Broad)” written by the interim Finance Director. The payment was made out of Fund 235, and resulted in a negative cash balance of (\$1,647,119). This deficit was discovered by the City’s independent auditors during their audit of the 2013-14 fiscal year. To rectify the cash deficit, the newly hired Finance Director requested a Measure A drawdown in November 2014, for eligible Measure A expenditures; however, this request was denied due to bond debt outstanding in excess of amounts available to the City. The City made a journal entry to move cash from the General Fund to Fund 235 in order to clear the cash deficit.

Measures Taken By Current Administration

Once the cash deficit in Fund 235 had been addressed, the Finance Director and City Manager began investigating the events that led to such a large de-obligation of funds. Due to the complete turnover of key City staff positions, and lack of complete accounting records, newly hired City staff spent numerous hours piecing together the Flood Control Project expenditures and reviewing the various funding and grant agreements to obtain an understanding of what had taken place.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

PROJECT OVERVIEW (continued)**Measures Taken By Current Administration (continued)**

The timeline below provides an outline of the steps taken by current city staff.

1. February 10, 2015 – Finance Director reported on the City's Annual Comprehensive Financial Report (CAFR). Highlighted in this presentation was the \$1.9 million reimbursement in February 2014 to the Department of Homeland Security's Federal Emergency Management Agency (FEMA)/California Governor's Office of Emergency Services (OES). It was at this time staff was asked to research the reimbursement and report to City Council their findings.
2. April 14, 2015 – City Manager and Finance Director presented a report to City Council providing an update on the FEMA/OES Refund. Information for this report was found through contacting OES, researching finance documentation and files, and hiring an independent third party to research and conduct interviews with former staff. This report included:
 - a. A timeline of events regarding FEMA funding and subsequent payback of a portion of the funding
 - b. Review of current policy regarding the disbursement of funds
 - c. Recommended policy changes
 - d. Recommendation of a full-time permanent Grant Manager position
 - e. Supporting documentation
3. April 14, 2015 – City Council approved a full-time permanent Grant Manager position
4. May 12, 2015 – City Manager presented a report to the City Council providing an update to the FEMA/OES Refund since the April 14, 2015 meeting. This report included reports on the following:
 - a. Final interview with former City Manager Gary Broad (which was not included in the April 14, 2015 report)
 - b. The hiring of a Grant Manager

May 26, 2015 – Resolution provided to City Council authorizing a transfer of \$526,000 from the General Fund Unassigned Reserve to the Measure A fund to cover the FY 14/15 State Revolving Fund loan payment

5. June 2015 to January 2016 – Grant Manager review/analysis of Flood Control documents including:
 - a. Locating available Flood Control related materials located electronically, in Public Works, Finance, attic storage, and throughout City Hall
 - b. Review of 24 - 4" binders labeled, "Measure A". Review included review of checks and supporting documentation
 - c. Review of several hundred boxes of Flood Control Project information
 - d. Contacting various funding agencies to assist staff with contract and reimbursement documentation
 - e. Analysis of documentation
 - f. Staff prepared a document titled the Comprehensive Flood Control Project Spreadsheet, in an attempt to create a centralized repository of information and avoid future de-obligations of funding due to poor accounting practices from previous years. The document was prepared through a thorough review of the City's electronic and hard copy files, previous accounting system entries, discussions with prior staff and the various funding agencies, as well as additional review of email and letter correspondence that was available.

CITY OF ST. HELENA

Accountants' Agreed-Upon Procedures Report

Flood Control Projects Review

PROJECT OVERVIEW (continued)

Measures Taken By Current Administration (continued)

6. January 26, 2016 – Finance Director and Grant Manager presented a report to City Council providing the following:
 - a. Analysis of the Flood Control Project based on information available
 - b. Funding for the Flood Control Project
 - c. Expenses for the Flood Control Project
 - d. Synopsis of records management during the time of the Flood Control Project
 - e. Summary of each funding source and methodology used in reviewing documentation
 - f. Conclusion and next steps
 - g. Recommendation to hire a forensic accountant to review Flood Control Project related items
7. January 2016 – Request for Proposal issued for Forensic Accounting Services with a close date of February 26, 2016
8. March 2016 – Staff review of proposals for Forensic Accounting Services
9. March 22, 2016 – Finance Manager and Grant Manager presented Grants Policy to City Council for approval.
10. April 12, 2016 – Finance Director report to City Council recommending approval agreement with Nigro & Nigro to conduct a Forensic Accounting Audit of the Flood Control Project

On April 12, 2016, Nigro & Nigro, PC was contracted to conduct agreed upon procedures for the City of St. Helena related to the Flood Control Projects and the information contained within the Comprehensive Flood Control Project Spreadsheet.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

PROJECT LIMITATIONS

The performance of our procedures was limited by the following factors:

1. We were provided with the "Comprehensive Flood Control Project Spreadsheet" on June 21, 2016, to perform our procedures. As discussed in the section titled "Flood Control Project Accounting", this worksheet was prepared by current City staff using source documents, financial reports, reports to City Council, correspondence from granting agencies, and various other City documents. We were provided with general ledger reports from fiscal year 1999-2000 through 2015-2016, but we were unable to reconcile the activity from these general ledger reports to the information contained in the Comprehensive Flood Control Project Spreadsheet. During the time-frame the transactions took place (from inception to June 30, 2014), it appears that the City did not track restricted funds in a manner that allowed for an auditable reconciliation of the activity. Due to the lack of detailed accounting, we believe the methodology used by City staff was appropriate in order to recreate a comprehensive listing of all financial activity related to the Flood Control Projects.
2. We were provided with documents by City staff. Additionally, we were given access to documents that the City had in storage and files from the former Finance Director's computer. However, we cannot verify that all records provided represent the sum of all documents still in existence related to the Flood Control Projects.
3. We obtained an understanding of the processes and controls related to the accounting for the Flood Control Projects from current City staff. This is due to limited documentation of the City's processes covering the entire time period, and an inability to interview individuals with significant knowledge of the financial activity during the time period due to significant department turnover. Therefore, we are unable to confirm that the controls, as we understand them, were implemented in the manner explained to us by City staff.
4. During our review of various project expenditures, we used a combination of haphazard and judgmental sampling methodologies. This allowed us to add additional expenditures into our samples, and investigate further into areas where we felt there was greater risk of noncompliance with internal controls or grant agreements. However, haphazard and judgmental sampling techniques are not considered to be statistically valid sampling methods for the purpose of extrapolating our findings, therefore we did not extrapolate any exception rates we noted to the entire population of transactions.
5. During our procedures, we determined that we would not gain any additional information through the interviewing of former City Staff. Due to the lapse of time, and an inability for former City Staff to corroborate any claims with source documents, we felt it would not produce greater clarity to our work or our findings and may unnecessarily place the City into litigious defamation claims.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report
Flood Control Projects Review*

FLOOD CONTROL PROJECT ACCOUNTING

In the course of our work, we obtained an understanding of the accounting practices related to the City's financial accounting software. The City primarily accounted for all of the transactions related to the Flood Control Projects in Fund 235, but not all Flood Control Projects were tracked in this fund.

While the City does not have a formal accounting policy and procedure manual, nor did the City have a formal accounting policy during the timeframe of the Flood Control Projects, that we were able to identify there were, and still are, several documents which provide the framework and policy regarding the disbursement of funds. This is outlined in the April 14, 2015 report to City Council. These documents include the Municipal Code Section 2, the Budget Document, and the annual Resolution approving the fiscal year budget. Additionally, the City follows an informal set of procedures to accomplish the daily accounting functions and delineate responsibility between employees.

During the timeframe of the Flood Control Projects, the City used two different financial accounting systems. The MOM accounting system was used by the City until 2008, when it was replaced by Springbrook. The MOM accounting system, when in use by the City as its financial software, allowed for individual users to have their own unique login in which transactions could be tracked to one particular user. When the City converted to the Springbrook financial system, the same protocols were put into place. Each user of the system was assigned their own login with a unique sign on. Although the City no longer used the MOM system as the City's financial software there was still occasion where staff needed to access the data in MOM. Over time staff no longer had the ability to add new users to the MOM system and ultimately there was only one account login, which was utilized by multiple people. Additionally, current City Staff must still use this same login to pull historical information. Since the City converted all of its finances to the Springbrook financial system, the use of the one login to the MOM system had not affected past transactions. However; users in the MOM accounting system had full control to initiate, review and approve transactions, including journal entries.

Procedures Performed

1. Review processes and procedures related to the financial accounting system to obtain an understanding of the accounting process used by the City during the timeframe of the projects. Determine whether a reconciliation of the activity from the financial systems to the Comprehensive Flood Control Projects can be completed.

Results and Findings

1. The requirement that current City Staff utilize the same login credentials of the previous Finance Director to access historical information from the MOM accounting system deteriorates the reliability of the accounting information stored therein. Furthermore, it cannot be determined historically who had access to the MOM system.

In our review of journal entries in both the MOM and Springbrook accounting systems, we were unable to locate any supporting documentation for posted entries. Based on additional inquiries with current City staff, they have been unable to locate supporting documentation, and there is no indication that supporting documentation was retained for these entries. Due to several journal entries lacking supporting documentation, we are unable to verify whether any entries made during FY 1999-00 through FY 2014-15 were appropriate.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

FLOOD CONTROL PROJECT ACCOUNTING (continued)*Results and Findings (continued)*

Due to these internal control design deficiencies and the overall lack of complete supporting documentation, we were unable to identify a sound methodology to reconcile the MOM and Springbrook accounting systems to the Comprehensive Flood Control Project Spreadsheet. Alternatively, we reviewed City staff's methodology for the creation of the Comprehensive Flood Control Project Spreadsheet and assessed the reliability of the source documents and procedures undertaken as a baseline for further procedures within this report.

The City's procedures with respect to the creation of the Comprehensive Flood Control Project Spreadsheet were as follows:

- Use accounting system entries from Fund 235 (and Funds 34 and 35 prior to FY 2008-09) to create a listing of all flood control project expenditures.
- Review source documents from storage to locate any additional flood control project expenditures that were not captured in previously identified funds.
- Review emails and electronic files stored on the hard drives of previous employees to ascertain further information.
- Review correspondence with funding agencies to identify additional information or fiscal summaries provided by the City to the agency.
- Contact funding agencies to obtain additional information and official correspondences.
- Match source documents, when locatable, to expenditure listing.
- Identify grant agreement requirements and timelines to determine best allocation of expenditures when no further information was available.
- Ensure allocation of expenditures complies with all funding agreements and timelines.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report
Flood Control Projects Review*

UNASSIGNED EXPENDITURES

The Comprehensive Flood Control Project Spreadsheet identifies various expenditures, which were originally charged to a Flood Control funding source in Fund 235, but which do not appear to meet the criteria of any of the potential funding sources. The City has re-categorized these expenditures on the Comprehensive Flood Control Project Spreadsheet as charges to Unassigned.

Procedures Performed

1. We scanned the listing of unassigned expenditure charges, although our primary focus was on verifying the allowability of the restricted Flood Control expenditures.

Results and Findings

1. When we scanned the listing of expenditures in the Comprehensive Flood Control Project Spreadsheet which were identified as "Unassigned" expenditures, we noted purchases that appeared unusual in nature. We recommend that the City follow up on the following disbursements:
 - a. Warrant #48696 – Milano Family Winery \$14,100 on 10/7/2005 for Custom Crush of City-owned grapes
 - b. Warrant #52149 – Milano Family Winery \$7,422.55 on 9/22/2006 for winemaking and storage
 - c. For the grape custom crush, there were approximately 50 tons of Merlot grapes harvested according to the advertisement. Of this amount, 32.52 tons were transferred to the Milano Family Winery in Hopland, CA for a custom crush and wine production. The City's Police Chief spoke with the owner who told him that the City tried to sell the wine to a distributor but was unsuccessful due to a glut of grapes/wine on the market that year. The City instead chose to have a private vendor purchase the wine from the Milano Family Winery to pay off the City's final invoice. The wine was sold to a vendor in Emeryville, CA. The outcome of the remaining grapes is unknown. Of the remaining approximately 17.5 tons, there are vague records or documents to help identify what happened to them. Additionally, staff was not able to find any deposits for the purchase of any of the grapes.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

MEASURE A*Procedures Performed*

1. Review Measure A annual receipts.
2. Review a sample of expenditures and contracts allocated to Measure A on the Comprehensive Flood Control Project Spreadsheet to determine whether disbursements are related to the Flood Control Projects and allowable under the terms of Measure A.
3. Review available documents to determine whether Measure A funds were commingled with other available flood project funds.

Results and Findings

1. We were unable to independently verify the sum of all Measure A receipts due to the lack of complete accounting records. City records identify \$18,054,014 of Measure A tax receipts of which a portion was used to pay for debt service from fiscal year 1998-1999 through 2014-2015.
2. We reviewed 93 transactions, covering more than \$7.5 million in Measure A expenditures, and noted the following:
 - Of the expenditures sampled, 31 items had a purchase order or board resolution dated after the invoice date, indicating that the approval occurred after the obligation had occurred.
 - Eight items appear to be inconsistent with the ballot language or of questionable nature, as follows:
 - o Multiple payments, totaling \$5,296 were made to a consultant for out of pocket expenses, including; office supplies, business cards, cell phone, bell person/maid, dinners with multiple attendees, without back-up documentation. Without an original contract or supporting documentation we cannot verify that the City agreed to pay for such expenses or that such expenses were allowable.
 - o A \$350 payment was made to a consultant for incidental expenses, which was not supported by itemized receipts.
 - o We noted the procurement of aerial photography of the project area, which appears to be inconsistent with ballot language. The total cost of this photography was \$1,250.
 - o We noted that the City paid \$148 for a hotel room in St. Helena for the former Mayor during his tenure as Mayor.
 - o We noted a \$14,882 payment for pothole repair, which appears to be unallowable under the terms of the ballot language.
 - We noted four instances where the City was unable to locate adequate supporting documentation for the disbursement.
 - In four of the expenditures sampled, we could not verify that the correct and/or allowable personnel had approved the expenditure.
 - We reviewed lobbying expenditures from the two primary vendors, Dunlap, Van Vleck, and Brown (Dimare, Van Vleck, and Brown) and Carmen Group. We reviewed 18 of 217 lobbying expenditures, for a total tested of \$161,159 of \$1,658,608. We only noted one instance where a Dunlap, Van Vleck, and Brown invoice included a description related to the Flood Control Projects. In order to ascertain whether or not the work the Carmen Group had performed was related to the Flood Control Projects we reviewed and relied on monthly/quarterly reports that were submitted since the invoices did not detail the activity performed. We were able to verify that the Carmen Group worked on a variety of projects for the City. These include but are not limited to; dealings with the energy and water appropriations subcommittee, legislative offices for a Comprehensive Flood Protection Project, Upper Creek Dam Removal Project and a Wastewater Treatment Plant Upgrade and Expansion Project.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

MEASURE A (continued)*Results and Findings (continued)*

2. (continued)

- We found what we believe to be excessive lobbying costs, including the following:
 - o Lodging at various 5-star hotels in Washington, D.C. for various people at amounts ranging from \$289 to \$399 per night.
 - o Excessive costs for meals, which do not include detailed itemized receipts:
 - Greystone \$669.79
 - La TraVigne \$639.07
 - Martini House \$599.02
 - Market \$434.99
- The expenses for Delta Oilfields were part of the FEMA payback by the City. These were disallowed by FEMA, likely in part because the vendor sold some of the mobile homes which is prohibited by Federal grant rules. These expenses are Measure A eligible.
- We reviewed detailed billings from the law firms to confirm all legal work was done related to flood projects. We reviewed \$40,597 of \$245,626 total legal expenses. We noted that 14 of 15 invoices could be verified that work on the Measure "A" flood projects was done. We noted that all billings had a section that would generally say Measure "A", or flood project, but would infrequently give a detailed account of their work.
- We reviewed contracts for the various vendors who operated under the title and parameters of engineer to verify their job title, responsibilities, scope of work varied from traditional city employees. Of the seven expenditures sampled, we found that three of the seven contracts were allowable and the engineers were doing work outside of the normal city employee job descriptions. The remaining four contracts could not be located.
- We selected five contracts for construction management firms to ensure that the job titles, responsibilities, and scope of work varied from City employee duties. Only one of the contracts could be located and reviewed. We found that the scope of services provided by Alta Engineering was appropriate. The City could not locate the remaining four contracts.
- We selected two vendors who received payments for construction services in excess of the \$175,000 bid threshold to determine that amounts paid were consistent with contracted amounts and/or Council approved change orders, projects were properly bid, requests for bids were published at least 14 days in advance of bid opening, bidder's security was obtained and that the lowest responsive bidder was selected. We noted that evidence of bidder's security was not obtained for one of the contracts.
- We selected two additional construction contracts which would have followed informal bidding procedures, but the City was unable to locate any supporting documentation for the award of these contracts.
- We reviewed a sample of travel expenditures to ensure compliance with the Employee Handbook c. 2000. We noted one instance where there were no receipts retained, and two instances where employees claimed meals which appeared to be inconsistent with the policy.
- During our review we noted that two former employees had billed for their time. We reviewed employment records to ensure the services were provided outside the dates of their employment with the City. We noted one former employee provided services outside of his employment with the City, however, we could not verify the employment dates for the other employee as the personnel file could not be located, and are therefore unable to make a determination.

CITY OF ST. HELENA

Accountants' Agreed-Upon Procedures Report

Flood Control Projects Review

MEASURE A (continued)

Results and Findings (continued)

3. We reviewed the 2008-2009 Napa County Grand Jury report on the Napa County Flood Protection Sales Tax Measure A.
 - a. On page 5 of the report, it states: "Although it might appear from this response that identified revenue sources are co-mingled, this is not the case; Measure A revenues must be maintained separately." The report makes it clear that Measure A funds must not be commingled with funds from other available funding sources.
4. To complicate matters further, on January 16, 2008, the City transferred over \$700,000 of FEMA Hazard Mitigation Grant funds into the same fund used to account for Measure A funds, thereby commingling the funds. Not only is commingling of the funds a violation of the requirements of the funding source, it is also poor accounting practice. The commingling of funds that occurred effectively hinders the ability of current City staff to verify the proper use of funds through the accounting system.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review***FEMA HAZARD MITIGATION GRANTS***Procedures Performed*

1. Review grant agreements and amendments.
2. Review a sample of expenditures allocated to FEMA on the Comprehensive Flood Control Project Spreadsheet to determine whether disbursements are related to the Flood Control Projects and allowable under the terms of the agreement.
3. Review the events surrounding the de-obligation of funds and ascertain cause of the de-obligation of funds.

Results and Findings

1. We reviewed a copy of the application that was originally submitted in 1996. We noted that there were several project submittals and scope of work changes between the original application and the approval of the amended application. We were unable to confirm that we received all of the revisions since the City has only been able to locate some of the correspondence with FEMA. We were unable to review documentation relating to the additional \$4.5 million granted in 2012, as current staff was not able to locate the supporting documentation. The total FEMA expenditures on the Comprehensive Flood Control Project Spreadsheet are \$6,030,000. The City has identified local matching expenditures of \$2,132,666, representing 26.1 percent, which complies with the terms of the FEMA awards.
2. We reviewed a sample of FEMA expenditures identified in the Comprehensive Flood Control Project Spreadsheet, which is summarized as follows:

Category/Vendor	FEMA	Local Match	Total	Amount Tested	Percent Tested
<i>Construction/Engineering</i>					
Coastland Civil Engineers	\$ 69,976	\$ 25,147	\$ 95,123	\$ 23,324	25%
MBK Engineering	885,405	295,135	1,180,540	80,700	7%
Prunuske Chatham	121,858	40,619	162,477	-	N/A
<i>Legal Services</i>					
Coombs & Dunlap	123,704	41,235	164,939	5,820	4%
<i>Professional Services</i>					
Alta Engineering	119,952	53,137	173,089	173,089	100%
Diad, Inc.	3,915	1,305	5,220	-	N/A
Forensic Analytical Consulting Services	8,276	2,759	11,035	-	N/A
Jones & Stokes	70,366	24,163	94,529	-	N/A
Kleinfelder, Inc.	64,664	21,555	86,219	-	N/A
Mead & Hunt	888,490	296,163	1,184,653	48,861	4%
MIG, Inc	227,033	76,431	303,464	-	N/A
Parsons, Brinkerhoff	1,120,456	373,485	1,493,941	282,488	19%
Swanson Hydrology	454,776	151,592	606,368	31,862	5%
<i>Property Acquisition/Appraisals/Surveys</i>					
Albion Surveys, Inc.	4,297	1,432	5,729	-	N/A
Associated Right of Way Services, Inc.	352,094	117,365	469,459	-	N/A
Chaudhary & Associates	69,987	46,704	116,691	-	N/A
Hamilton, Ricci & Associates	15,009	5,003	20,012	-	N/A
Miller, Star & Regalia	200,672	65,524	266,196	20,206	8%
North American Title Company	686,740	313,135	999,875	281,102	28%
Remy, Thomas & Moose LLP	300,710	100,237	400,947	-	N/A
Schenberger, Taylor, McCormick & Jecker	66,183	22,061	88,244	-	N/A
<i>Administration</i>					
Salaries & Benefits - Fund 35	175,437	58,479	233,916	233,916	100%
Total Expenditures	\$ 6,030,000	\$ 2,132,666	\$ 8,162,666	\$ 1,181,368	14%

CITY OF ST. HELENA

Accountants' Agreed-Upon Procedures Report

Flood Control Projects Review

FEMA HAZARD MITIGATION GRANTS (continued)

Results and Findings (continued)

We noted the following:

- During our review of the legal expenditures, we reviewed two invoices to ascertain if the scope of services was related to the Flood Control Projects and noted no exceptions.
- We reviewed a sample of the professional services contracts to ensure that services provided were allowable under the terms of the grant. The City was unable to locate the original contract for Alta Engineering; however, the other charges appear to be allowable.
- We reviewed a sample of property acquisition and related services invoices to determine whether the transactions were consistent with the grant language. The City was unable to provide adequate supporting documentation for the Miller, Star & Regalia charges; however, the North American Title Company charges appear to be allowable.
- The City was unable to locate the supporting documentation for the salary and benefit charges during the time frame of the grants.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

STATE REVOLVING LOAN FUND*Procedures Performed*

1. Review grant agreement number 07-817-550-0 and four subsequent amendments.
2. Review requests for disbursements and verify that disbursements listed in the requests are included in the Comprehensive Flood Control Project Spreadsheet.
3. Review property acquisition records and verify that property was acquired in accordance with agreement terms.
4. Review bidding for projects that were required to secure a formal bid as it relates to the construction of the project.
5. Review construction contract awarded and change orders.

Results and Findings

1. We noted that the agreement was amended four times as follows:
 - A. Amendment #1 was approved on February 9, 2010, and modified the agreement as follows:
 - i. Completion of the Project date changed from October 30, 2009 to October 30, 2011.
 - ii. Modified the Project Funding Costs and Construction Schedules.
 - iii. Included an Amended Plans and Specifications Approval Letter date May 1, 2009.
 - B. Amendment #2 was approved on April 23, 2010, and modified the agreement as follows:
 - i. Added a service charge of 1% to each installment payments and reduced the annual interest rate to 1.4%.
 - C. Amendment #3 was approved on November 17, 2010, and modified the agreement as follows:
 - i. Interest rate was suspended until the payment date in 2014, and wholly replaced with the AB2356 Community Grant Fund Charge.
 - D. Amendment #4 was approved on June 20, 2014, and modified the agreement as follows:
 - i. Revised the total amount provided by the Agency to \$7,999,500.
 - ii. Revised the repayment schedule to reflect final amount disbursed.

Total project expenditures, according to the disbursement requests were as follows:

No.	Date	Costs Incurred			Costs Claimed to Date	SWRCB Approved	
		Property Acquisition	Construction	Total		Request	To Date
1	10/14/2008	\$ 899,500	\$ -	\$ 899,500	\$ 899,500	\$ 899,500	\$ 899,500
2	8/10/2009	-	1,404,916	1,404,916	2,304,416	1,390,910	2,290,410
3	12/11/2009	-	1,898,945	1,898,945	4,203,361	1,363,030	3,653,440
4	5/17/2010	-	240,045	240,045	4,443,406	190,024	3,843,464
5	7/7/2010	-	717,904	717,904	5,161,310	1,255,134	5,098,598
6	11/8/2010	-	1,958,234	1,958,234	7,119,544	2,020,946	7,119,544
7	6/30/2011	-	1,896,747	1,896,747	9,016,291	879,956	7,999,500

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review***STATE REVOLVING LOAN FUND (continued)***Results and Findings (continued)*

2. We reviewed all Argonaut's progress billings (excluding retentions) and then selected a random sample of 15 of the remaining 61 items allocated to State Revolving Loan Fund on the Comprehensive Flood Control Project Spreadsheet. We reviewed invoices to determine whether the expense related to the flood control projects as follows:
- 3.

Vendor	Total Paid	Amount Tested	Percent Tested
Argonaut Constructors (including retention)	\$ 6,023,801	\$ 5,517,814	91.6%
AT&T	42,323	-	-
Bud's Welding	4,091	-	-
Chaudhary & Associates	18,462	16,866	91.4%
Cornflower Farms	85,141	85,141	100.0%
Jon Lander	50,000	7,120	14.2%
Kleinfelder, Inc	238,625	62,862	26.3%
Mead & Hunt	88,516	20,442	23.1%
North Fork Native Plants	18,450	18,450	100.0%
Pacific Legacy	132,315	9,734	7.4%
Prunuske Chatham, Inc	23,695	6,001	25.3%
Salaries & Benefits - Fund 235	227,008	227,005	100.0%
Seeds to Slabs	434	-	-
Waterways Consulting, Inc.	146,740	22,510	15.3%
Western Highway Products	400	-	-
Total Construction Costs	<u>\$ 7,100,000</u>	<u>\$ 5,993,943</u>	<u>84.4%</u>

We noted the following during our review of the expenditures and requests for disbursements:

- In multiple instances, we did not note any evidence that the invoice was marked as approved by City staff. This represents a breakdown in internal controls, as the City may have paid for work which had not yet been completed.
- Request for disbursement No. 2 identifies \$1,390,910 in payments approved by the State; however, the allocation on the Comprehensive Flood Control Project Spreadsheet for these invoices totals \$1,389,354 as allocated for the State Revolving Loan Fund. ¹
- Request for disbursement No. 3 identifies \$1,363,030 in payments approved by the State; however, the allocation on the Comprehensive Flood Control Project Spreadsheet for these invoices totals \$1,384,282 as allocated for the State Revolving Loan Fund. ²
- We were unable to locate supporting documentation for \$666,187 in State approved disbursements from request for disbursement No. 5.
- Request for disbursement No. 6 identifies \$2,020,946 in State approved disbursements, however, the Comprehensive Flood Control Project Spreadsheet only identifies \$1,732,796 in expenditures. ³
- We could not verify the subsequent release of retention payments made to Wells Fargo on Argonaut's progress billings.

^{1, 2, 3} The differences identified is due to timing of disbursements from funding source.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report
Flood Control Projects Review*

STATE REVOLVING LOAN FUND (continued)*Results and Findings (continued)*

2. (continued)

- City salaries and benefits allocated as allowable under this grant are not supported by details of the scope of services those individuals/departments were charging. Departments charged include: City Manager \$43,670.72, Finance \$22,350.82 and Public Works \$160,986.27.
- We were unable to review an invoice for several of the items selected in our sample, as follows:
 - o Pacific Legacy, Inc. \$9,733.60
 - o Jon A. Lander \$7,120.00
 - o Kleinfelder, Inc. \$62,861.50
 - o Chaudhary & Associates \$15,843.39 and \$1,022.69

3. The agreement allowed for acquisition costs of \$2,000,000 for the land and any easement costs necessary, including appraisal, legal and right of way services, to purchase those portions of the Hunter (APN: 009-030-020) and Vineyard Valley (APN: 009-030-037) properties needed for the project.

On November 25, 2008, the City purchased the Hunter parcel (APN: 009-030-020) for \$899,500. Payment from the State of California was made directly to North Bay Title Co. in association with the purchase.

The City purchased the Vineyard Valley parcel (APN: 009-030-037) using Measure A funds.

Land acquisitions required that a deed of trust be recorded on any and all project properties. We could find no evidence that a deed of trust was recorded when originally purchased. However, the City and SRF are working together to execute a deed of trust on the property as required by the grant. We noted that the City awarded a \$6,954,866 construction contract to Argonaut Constructors. The dollar amount of this contract meets the requirement to necessitate formal bidding procedures; however, during our review of the bidding documents provided we were unable to locate copy of the bid advertisement, bidder's security, a listing of all responsive bidders and evidence that the lowest bidder was selected, as required by Government Code and City policy.

4. The original Argonaut contract could not be located for our review. Our review of Argonaut invoices appears to indicate that the work performed was related to the construction of a floodwall and related improvements to the surrounding area. Based on Escrow Retention Billing #17 from Argonaut, the final contract amount as of February 2, 2011, was \$7,371,598.19 and represents change orders totaling \$416,732.19. During our review, we were able to identify that at least 28 change orders were executed on the contract. However, we were only able to review 25 of the change orders, totaling \$309,321.71, which were all approved by City staff.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

DEPARTMENT OF WATER RESOURCES GRANT*Procedures Performed*

1. Review grant agreement.
2. Review documentation to determine whether any expenditures were double-billed to this grant and any other funding sources.
3. Review a sample of expenditures allocated to Department of Water Resources on the Comprehensive Flood Control Project Spreadsheet to determine whether disbursements are related to the Flood Control Projects and allowable under the terms of the agreement.
4. Review a sampling of contracts to determine whether they were awarded properly and for work related to the Flood Control Projects.

Results and Findings

1. We reviewed the grant agreement and noted that the City received \$2,371,481 from the Department of Water Resources.
2. In its report to the City Council on January 26, 2016, City staff identified approximately \$2 million of expenditures that appear to be charged to both the DWR grant and to the State Revolving Fund.
3. We reviewed a sample of the charges allocated to the Department of Water Resources Grant from each of tasks 2 through 4, as follows:

Task/Vendor	Total Paid	Amount Tested	Percent Tested
<i>Task 1</i>			
City of St. Helena	\$ 10,000	\$ -	N/A
<i>Task 2</i>			
Argonaut Constructors	1,660,431	1,006,791	60.6%
Cornflower Farms	85,141	85,141	100.0%
North Fork Native Plants	18,450	18,450	100.0%
Subtotal Task 2	1,764,022	1,110,382	62.9%
<i>Task 3</i>			
Argonaut Constructors	246,000	11,040	4.5%
<i>Task 4</i>			
Argonaut Constructors	323,200	170,800	52.8%
<i>Task 5</i>			
Argonaut Constructors	28,259	28,259	100.0%
Aggregate Grant	\$ 2,371,481	\$ 1,320,481	55.7%

We noted that all identified transactions complied with the terms of the grant agreement.

CITY OF ST. HELENA

Accountants' Agreed-Upon Procedures Report

Flood Control Projects Review

DEPARTMENT OF WATER RESOURCES GRANT (continued)

Results and Findings (continued)

4. Prior to securing the Department of Water Resources Grant, the City awarded the bid to Argonaut Construction for the construction of the St. Helena Comprehensive Flood Protection Project. Please see the section "State Revolving Fund" for testing of this contract.

Additionally, we noted there was a contract awarded for the project of Ecosystem Restoration to Cornflower for \$85,141, however, we were unable to locate any bid documents related to this project. At the time the project was awarded, the City assumed it was approved to operate under the California Uniform Public Construction Cost Accounting Act since the City Council had approved the appropriate resolution. However, the City was never added to the authorized users list maintained by the State Controller's Office. This project should have followed formal bidding procedures.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report**Flood Control Projects Review*

RECOMMENDATIONS FOR FUTURE STEPS

1. Although we did note several major inconsistencies and instances where control mechanisms were not followed, it is probable that additional deficiencies occurred throughout the timeframe of the Flood Control Projects. However, deficiencies in the design and implementation of internal controls, poor grant management, and a lack of complete supporting documentation impacted our ability to draw further conclusions regarding the execution of the Flood Control Projects.
2. We recommend that the City implement a mechanism to improve grant management going forward. Specifically, we recommend assigning a unique "resource" code to each grant in order to accurately track revenues and expenditures. Similar to a unique fund code, the resource code should comprise a self-balancing set of accounts. Further, because such revenues are frequently not fully expended within a fiscal year and related liabilities are not completely liquidated, the resource code can also be used to reflect restrictions and special reporting obligations on balance sheet accounts. Additionally, use of a resource code to identify expenditures related to a specific grant can help staff identify which employee should be responsible for reviewing expenditures to ensure that they meet specific grant requirements and that only allowable expenditures are charged against the grant.
3. Due to limited City staffing, complexity of the projects, and length of time covered and lapsed since these projects began, we recommend that the City hire a designated staff member to manage all "flood control project" inquiries by granting agencies and the public. We recommend that this position be a limited-term position until all flood related activity is finalized and through each funding source's final audits – approximately three years. Hiring additional staff will limit the impact future inquiries have on the daily operations of the City.
4. Based on the limitations described above we are unable to make a determination that the financial records represent a complete and accurate listing of the Flood Control Projects.
5. We recommend that the City retain all documentation related to the Flood Control Projects to comply with the requirements of the granting agencies to ensure future and past funding is not compromised due to an inability to audit.

CITY OF ST. HELENA*Accountants' Agreed-Upon Procedures Report
Flood Control Projects Review*

CONCLUSION**Scope of Accountants' Agreed Upon Procedures Engagement**

An Accountant's agreed upon procedures engagement differs significantly from a grant or fiscal audit. An agreed upon procedures engagement establishes specific objectives for the accountant to perform, whereas a grant or fiscal audits centers on the performance of specific procedures. By performing this project as an agreed upon procedures engagement, it allowed us to work with the City and design specific steps. When areas of concern were identified in the performance of our objectives we added or modified our procedures to obtain additional information whenever possible.

The City's three primary goals of this engagement were to:

1. Engage an expert to review the records
2. Piece together the various aspects of the flood control project
3. Review previous work on the project as well as validate and review the current staff's proposed appropriations based on available documentation and funding source allowable expenses

Although we would have advised the City to engage computer forensic experts to ensure that integrity of the electronic data stored in the previous accounting files and computer files, the overall process appears sound. The process conducted by City staff is very similar to the methodology our team would have used to re-create an accounting of transactions for the Flood Control Projects, if we had been engaged to perform such procedures.

The engagement performed was directed by a team of Certified Public Accountants and Certified Fraud Examiners. These designations are a mark of expertise in accounting and forensic accounting investigations, with rigorous licensure and annual continuing education requirements.

Nigro & Nigro, PC, and all engagement partners have remained independent in both appearance and in fact from the City of St. Helena throughout the performance of this engagement.

Conclusions

It is our conclusion that the City use the Comprehensive Flood Control Project Spreadsheet as a basis of the accounting of the flood control projects for all future audits by funding agencies. Additionally, we recommend that the City work with funding agencies to make adjustments, if significant non-compliance is noted by any funding agency.

It is our conclusion that City staff have done everything within reason to dissect the flood control project. Based on the tremendous amount of work performed by City staff to create the Comprehensive Flood Control Project Spreadsheet, and the confirmation of poor grant management that occurred during the timeframe of the flood control projects through this report, we do not believe that further procedures or the engagement of additional forensic accountants would yield significantly different conclusions.

Appendices

Appendix A – Measure A Ballot Initiative

ORDINANCE NO. 1 (NCFPWIA)

AN ORDINANCE OF THE NAPA COUNTY FLOOD PROTECTION AND WATERSHED IMPROVEMENT AUTHORITY, IMPOSING A 1/2% NAPA COUNTY FLOOD PROTECTION TRANSACTIONS (SALES) AND USE TAX PURSUANT TO THE PROVISIONS OF REVENUE AND TAXATION CODE SECTION 7285.5, ESTABLISHING A NAPA FLOOD PROTECTION AND WATERSHED IMPROVEMENT EXPENDITURE PLAN, ESTABLISHING A FINANCIAL OVERSIGHT COMMITTEE AND TECHNICAL ADVISORY PANEL, REQUIRING ANY FUNDS GENERATED AS A RESULT OF THE IMPOSITION OF THE NAPA COUNTY FLOOD PROTECTION TRANSACTIONS (SALES) AND USE TAX TO BE SPENT ON THE PROJECTS IDENTIFIED IN THE EXPENDITURE PLAN, AUTHORIZING THE ISSUANCE OF BONDS OR OTHER OBLIGATIONS TO FINANCE THE PROJECTS IDENTIFIED IN THE EXPENDITURE PLAN PAYABLE FROM THE REVENUES GENERATED BY THE TRANSACTIONS (SALES) AND USE TAX AND ESTABLISHING AN APPROPRIATIONS LIMIT.

The Napa County Flood Protection and Watershed Improvement Authority (hereafter "Authority") does ordain as follows:

SECTION 1. Title

This Ordinance shall be known as the "Napa County Flood Protection Sales Tax Ordinance" (the "Ordinance") which establishes and implements a transactions and use tax (hereafter "Flood Protection Sales Tax") and establishes a Napa County Flood Protection and Watershed Improvement Expenditure Plan (hereafter "Plan") describing the specific projects for which the revenues received as a result of the imposition of the tax may be expended, all pursuant to Revenue and Taxation Code Section 7285.5. The transactions and use tax provisions of this Ordinance shall be applicable in the incorporated and unincorporated territory of the County of Napa. The County of Napa shall hereinafter be referred to as "District".

SECTION 2. Findings

The Authority finds that:

A. Since 1862, more than 27 major floods have plagued the Napa Valley, resulting in a significant loss of life and damage to property. Among the most damaging was the flood of 1986 which caused more than \$140 million in damage and led to the evacuation of 7,000 residents. The 1995 flood damaged an estimated 227 businesses and residences at a cost of over \$100 million.

B. In addition to these major and extremely serious floods, damage from the more common annual flooding—like the recent floods of January 1997—cost an annual average of \$6 million in repairs and cleanup.

C. A Plan has been developed and is designed to protect the residents and businesses of Napa County from all floods up to and including a 100-year storm event.

D. The Plan is an integrated approach which applies to all the Napa County watersheds.

E. The Plan was developed by a unique and broad-based coalition of Napa County residents, including local community water experts, engineers, architects, environmentalists, business owners, government officials and other leaders.

F. The Plan relies on natural processes to protect Napa County residents and their properties, takes into account the Napa River's overall watershed, and envisions wetlands, open space, bypass channels, set-back levees, river widening by establishing flood plain terracing, elevation and relocation of homes and bridge replacements as its main weapons against flooding.

G. None of the projects in the Plan are intended or designed to encourage population growth in Napa County. All of the projects are for flood protection, preserving ground water integrity, reducing sediment in the Napa River system, and for maintaining the reliability of the water supply for the existing Napa County population as of the effective date of this Ordinance.

H. The majority of the Plan will be paid for by federal money as well as state and existing local resources.

I. The ultimate goal of the Plan is to provide flood protection, save lives, protect property, restore the Napa River, Napa Creek, and other tributaries, maintain Napa County's economic vitality, and enhance riparian environments.

J. The allocation of the Flood Protection Sales Tax revenues that will be generated as a result of the passage of this 1/2% transactions and use tax by the Authority and the subsequent approval by the People with a 2/3rds vote, shall be based on the amount of Flood Protection Sales Tax revenue generated by the various geographic areas within the County, subject to Section 20 of this Ordinance.

SECTION 3. Purpose and Intent

The Authority declares that, in passing this Ordinance, it is its intent to fund a Plan which will:

A. Minimize the County's vulnerability to major floods that have plagued Napa County, resulting in a significant loss of life and substantial damage to property;

B. Manage flood waters throughout Napa County, thereby providing benefits to Napa, Calistoga, St. Helena, Yountville, American Canyon, Angwin/Deer Park, and the unincorporated County areas;

C. Provide flood protection from all floods up to and including the 100-year storm event while avoiding environmentally damaging channelization and excessive dredging, and utilizing environmentally beneficial methods such as wetlands and open space, as well as bypass channels, set-back levees and floodwalls, river widening by establishing flood plain terracing, elevation and/or relocation of homes, floodproofing of businesses, and bridge replacements;

D. Minimize flood damage, save lives, protect property, safeguard the environment, maintain the economic viability of Napa County and avoid to the greatest extent possible the need for flood insurance;

E. Provide for water reliability and wastewater treatment, using accepted watershed management practices, to maintain water quality in the Napa River;

F. Ensure ongoing community input in the finalization of all projects necessary for flood protection and water supply reliability for the existing Napa County population as of the effective date of this Ordinance.; and

G. Ensure ongoing involvement of all municipalities of Napa County in the implementation of the Plan by execution of a Joint Powers Agreement (JPA) between the Authority, Napa County, the Flood Control and Water Conservation District, and the incorporated Cities and Towns of Napa County. This agreement shall contain specific allocations and methods of distribution of the Flood Protection Sales Tax revenues based on the tax revenues generated by each of the incorporated and unincorporated areas in Napa County subject to section 20 of this Ordinance.

SECTION 4. Use of Flood Protection Sales Tax Revenues

A. The revenues generated by the Flood Protection Sales Tax shall be used to fund the projects included in the Plan. The revenues shall also be utilized to fund reasonable costs incurred in the administration of the Napa County Financial Oversight Committee and the Technical Advisory Panel which are established by this Ordinance.

B. The Napa County Auditor–Controller shall deposit all revenues received from the Flood Protection Sales Tax and all earnings thereon into the general fund of the Authority and the proceeds shall be used only for the projects identified in Sections 7 and 8 of this Ordinance, the administration costs identified in subparagraph (A) of this section, and the payment of bonds or other obligations issued to finance such projects and related financing costs.

SECTION 5. Equitable Distribution of the Flood Protection Sales Tax Revenues to County-Wide Projects

The distribution of the Flood Protection Sales Tax revenues to fund the projects described in this Ordinance, over the life of the tax, shall occur in a manner which is proportional to the Flood Protection Sales Tax revenues generated by each of the incorporated and unincorporated areas in Napa County. The portion of the distributions representing the share of the revenues allocated to the unincorporated area may be used to assist in paying for the flood protection projects involving incorporated areas that are described in this Ordinance.

Specific allocations and methods of distribution based on the amount of Flood Protection Sales Tax revenues generated by each of the incorporated and unincorporated areas in Napa County shall be specified in a Joint Powers Agreement which shall be developed following the enactment of the Flood Protection Sales Tax.

SECTION 6. Napa County Flood Protection and Watershed Improvement Expenditure Plan

The Plan involves the following two interrelated components which are described in greater detail in Sections 7 and 8 of this Ordinance:

A. The Napa River and Napa Creek Project for the City of Napa which will provide the City of Napa with flood protection from all floods up to and including a 100 year storm event; and

B. Countywide flood protection and watershed improvement projects for the communities of Calistoga, Yountville, St. Helena, Angwin/Deer Park, American Canyon, and the unincorporated areas

of Napa County.

SECTION 7. Approved Projects: City of Napa: Napa River and Napa Creek Flood Protection Project

The following component of the Plan involves the City of Napa:

The Napa River and Napa Creek Project as detailed and designed by the Community Coalition for Napa Flood Management and the Army Corps of Engineers. This project, approximately 50% of which is expected to be paid for by the Army Corps of Engineers, is designed to protect the City of Napa against all floods up to and including a 100-year storm event such as the floods of February, 1986 and January 1997. This environmentally restorative project includes the following components:

- A. A dry bypass channel with a weir will be constructed to divert flood waters around the Oxbow (the extreme bend in the Napa River near First Street);
- B. A tidal and floodplain terrace will be created;
- C. Wetlands will be created on the east and west banks of the Napa River;
- D. Toxics throughout the project area, including the Oil Company Road area, will be cleaned up and excavated to improve flood water conveyance and improve the water quality of the Napa River;
- E. New bridges will be constructed so they do not act as obstructions during flooding;
- F. Maintenance roads/recreation trails will be extended from Kennedy Park through downtown Napa to Trancas Street;
- G. Set-back levees and floodwalls will be constructed;
- H. Properties will be purchased and/or relocated if necessary to implement the Plan; and
- I. Capital improvement maintenance of the project.

SECTION 8. Approved Projects: County-Wide Flood Protection and Watershed Improvement Projects Not Involving the City of Napa

The component of the Plan that involves the rest of the County must include the following projects which are designed to protect against flooding, improve water quality, preserve the integrity of ground water resources and/or stabilize water supply reliability for the existing Napa County population as of the effective date of this Ordinance. None of these projects are intended or designed to expand water capacity for growth and new development.

All of these projects shall be planned in accordance with the "Living River Guidelines" contained in the Community Coalition's Flood Management Plan and the Napa River Watershed Owners Manual of the Napa County Resource Conservation District.

The Technical Advisory Panel, which is established by Section 9(B) of this Ordinance, will be available to assist each municipality in project planning, upon request by the municipality or jurisdiction.

- A. Community of Angwin/Deer Park
 - 1. Stabilization and enhancement of existing water reservoirs which shall be for the purpose of flood protection and water reliability; and

2. Stabilize water quality.
- B. City of American Canyon
 1. Implement the adopted Flood Control and Storm Drain Master Plan to protect existing development; and
 2. Restore wetlands by replacing the existing wastewater treatment facility.
- C. City of Calistoga
 1. Stabilization and enhancement of Kimball Reservoir which shall be for the purpose of flood protection and water supply reliability; and
 2. Flood protection and drainage improvements in the Grant Street area and other critical areas to protect residents and businesses from flooding.
- D. City of St. Helena
 1. Flood management measures for the Napa River, Sulpher Creek, York Creek, and other tributaries to prevent flooding; and
 2. Construct urban stormwater run-off facilities at Fulton, McCorkle, Mills and other areas; and
 3. Stabilization and enhancement of Bell Canyon Reservoir, or other existing reservoirs, which shall be for the purpose of flood protection and water supply reliability.
- E. Unincorporated Areas of Napa County:
 1. County unincorporated area flood damage reduction projects including elevating/relocating structures, including bridges, in the floodway and floodplain; and
 2. Agricultural watershed and stormwater runoff management improvements planned jointly by the agricultural industry, the County, the Napa County Resource Conservation District and the Department of Fish and Game, including projects which will:
 - Reduce the amount of storm runoff and sediment in the Napa River System from agricultural lands; and
 - Increase flood storage of the River system by the setback of active land uses from river and tributary banks.
- F. Town of Yountville
 1. Flood protection for the Town's mobilehome parks and surrounding areas; and
 2. Hopper Creek and Beard Ditch improvements and restoration for flood protection.

In the event any project described in this Section is not economically or environmentally feasible, the legislative body having jurisdiction over the lands involved shall recommend to the Napa County Flood Control and Water Conservation District a replacement project. Only replacement projects that meet the criteria set forth in the first two paragraphs of this Section shall qualify and may be approved provided, however, that facilities for, or purchase of, North Bay Aqueduct or other water imported from outside Napa County shall not qualify as replacement projects. The Napa County Flood Control and Water Conservation District shall consider recommending approval of a replacement project to the Authority

only after obtaining the recommendation of the Financial Oversight Committee and the Technical Review Committee. Approval by the Authority shall be in the form of an amendment to this Ordinance. Changes meeting the above criteria, to the extent permitted by law, shall not need a vote of the People ratifying the amendment.

SECTION 9. Napa County Financial Oversight Committee and the Technical Advisory Panel

A. Financial Oversight Committee.

1. **Establishment.** A Napa County Financial Oversight Committee is hereby established and shall remain in existence for as long as the Flood Protection Sales Tax is in effect. The Financial Oversight Committee's purpose and charge is to inform the public regarding the expenditure of the Flood Protection Sales Tax proceeds that will be generated as a result of the approval of this Ordinance by the Authority and the electorate.

2. Responsibilities.

The Financial Oversight Committee shall be responsible for:

a. Providing the public with information regarding the manner in which the expenditure of the Flood Protection Sales Tax proceeds that will be generated as a result of the approval of this Ordinance by the Authority and the electorate has occurred;

b. Reviewing the expenditure of the Flood Protection Sales Tax proceeds that will be generated as a result of the approval of this Ordinance by the Authority and the electorate, and the proceeds received as a result of the issuance of any bonds or other obligations payable from the Flood Protection Sales Tax proceeds, and causing to be prepared an annual audit regarding the use of these proceeds;

c. Reviewing the financial impact of all projects, planned and approved, utilizing the Flood Protection Sales Tax proceeds that will be generated as a result of the approval of this Ordinance by the Authority and the electorate, and advising the public whether such projects are consistent with the purpose, spirit, intent and language of this Ordinance;

d. Informing the public if there is an expenditure of the Flood Protection Sales Taxes that will be generated as a result of the approval of this Ordinance by the Authority and the electorate which is inconsistent with the purpose and intent of this Ordinance.

e. Meet not less than once each calendar quarter, pursuant to the Ralph M. Brown Open Meeting Act and invite public participation and comment with respect to any expenditure or the implementation of any project envisioned by this Ordinance.

3. Membership.

a. The Financial Oversight Committee shall consist of the following individuals:

i. One representative recommended by each of the five Napa County City/Town Councils, and one representative recommended by the Board of Supervisors of the County of Napa. However, the representatives shall not be officers, agents, employees, or elected officials of any City in Napa County or the County;

ii. Two representatives each of whom must be recommended by the business community;

iii. One representative who must be recommended by the local media;

iv. One representative who must be recommended by the Napa County Taxpayers Association;

v. Two representatives each of whom must be recommended by the environmental community;

vi. One representative who must be recommended by the Friends of the Napa River; and

vii. Two representatives who must be recommended by the agricultural industry; and

viii. A certified public accountant, whose practice includes auditing public agencies, but who is

not currently acting as an independent auditor in the case of any incorporated area within the County of Napa or the County of Napa, who must be recommended by the representatives and appointees identified in subparagraphs (i) through (vii).

b. All representatives shall be appointed by the Board of Supervisors. However, no appointments shall be made by the Board of Supervisors other than from the recommended list of the public agencies or organizations identified in subdivision (A)(3)(a) above.

c. In addition to the sixteen members described above, the Financial Oversight Committee may recommend to the Board of Supervisors that it appoint up to two additional members if in the opinion of the Committee additional representation of individuals and groups located in Napa County is necessary.

d. No member of the Committee shall receive any salary or compensation for serving on the Committee. However, the Committee may, in the case of the Certified Public Accountant, upon the unanimous vote of the other members of the Committee, compensate said individual in an amount not to exceed the rate of compensation commonly charged by Certified Public Accountants in the City of Napa.

e. All members of the Committee, except for the Certified Public Accountant, shall be individuals who live in the incorporated or unincorporated areas of Napa County. The panel shall have resources sufficient to carry out their duties.

B. Technical Advisory Panel

1. Establishment. A Technical Advisory Panel is established and shall remain in existence for as long as the Flood Protection Sales Tax is in effect.

2. Membership. The Napa County Flood Control and Water Conservation District Board of Directors shall appoint the Technical Advisory Panel whose purpose and charge is to provide technical expertise in reviewing the Corps of Engineers proposed project which is located within the City of Napa to ensure consistency with the Community Coalition Project Plan. The Panel shall consist of no more than nine members. Members of the Panel shall have expertise in one or more of the following disciplines: (1) architecture, (2) landscape architecture, (3) civil engineering, (4) hydrology/hydraulics, (5) urban planning or design, (6) water and wastewater engineering (7) geotechnical engineering and/or (8) environmental sciences/natural resource management. All members shall demonstrate a thorough knowledge of and commitment to the "Living River Guidelines" and the "Urban Design Criteria" of the Community Coalition Flood Management Plan and the watershed management guidelines contained in the Napa River Watershed Owner's Manual of the Napa County Resource Conservation District, as well as sound engineering flood protection principles.

3. The Panel may provide technical expertise to review and comment on the planning of other Countywide projects.

4. The Panel is advisory to the Napa County Flood Control and Water Conservation District.

5. The Napa County Flood Control and Water Conservation District Board of Directors shall appoint the Panel to ensure its ongoing input and recommendations regarding the following Army Corps of Engineers documents prior to executing same:

- a. The General Design Memorandum and related Environmental Impact Statement (EIS);
- b. The Project Cooperation Agreement;
- c. All preliminary plans and construction contracts, final plans and specifications related to the City of Napa Corps of Engineers project.

6. All members of the Panel shall be individuals whose domicile is in Napa County.

7. The panel shall have resources sufficient to ensure continuous onsite review of Army Corps of Engineers construction activities.

SECTION 10. Expiration of Tax; Extension of Tax.

A. The transactions and use tax imposed by this Ordinance shall expire June 30, 2018; provided, that if the Authority shall not have contracted with the State Board of Equalization on or before July 1, 1998, and as a result the operative date is the beginning of a calendar quarter subsequent to July 1, 1998, the expiration date shall be extended, for a period of time equal to the delay. Notwithstanding the preceding sentence, this tax may be extended beyond the twenty-year period if the question of extending the tax is placed on the ballot and approved by the legally required percentage of qualified voters voting on the extension.

B. This transactions and use tax may be reduced or rescinded by a majority vote of the Governing Board of the Authority; provided, however that such modification or rescission shall not occur if to do so would violate any law, including but not limited to Article I, §10 of the United States Constitution and Article I, §16 of the California Constitution or if prohibited by any covenant made with the holders of any bonds or obligations payable from this transactions and use tax. The Governing Board of the Authority shall take such action only after receiving a recommendation regarding such rescission or modification from the Financial Oversight Committee and, subsequent to such receipt, conducting a noticed public hearing. Such action shall be subject to California law pertaining to the cancellation of prior contractual obligations and the rules and regulations of the State Board of Equalization.

SECTION 11. Purpose.

This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a one half of one percent retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the Authority to adopt this tax Ordinance which shall be operative only if two-thirds of the electors voting on this Ordinance approve same at an election called for that purpose.

B. To adopt a retail transactions and use tax Ordinance which incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax Ordinance which imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California Sales and Use Taxes.

D. To adopt a retail transactions and use tax Ordinance which can be administered in a manner which will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of recordkeeping upon persons subject to taxation under the provisions of this Ordinance.

E. To establish an expenditure limit for the Authority as required by Article XIII B of the California Constitution.

F. To authorize bonds and other obligations to be issued for the purpose of financing projects in the expenditure plan with said bonds or other obligations to be payable from the transaction and use tax proceeds.

SECTION 12. Operative Date; Contract with the State.

The operative date of this Ordinance, at which time collection of the tax imposed by this Ordinance shall commence, is July 1, 1998. Prior to July 1, 1998, the Authority shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Transactions and Use Tax Ordinance; provided, that if the Authority shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such contract.

SECTION 13 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the District at the rate of one-half of one percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance. The tax shall be imposed for a period of twenty years.

SECTION 14. Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under the rules and regulations to be prescribed and adopted by the State Board of Equalization.

SECTION 15. Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the incorporated and unincorporated area of the District of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made. The tax shall be imposed for a period of twenty years.

SECTION 16. Adoption of Provisions of State Law.

Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

SECTION 17. Limitations On Adoption of State Law and Collections of Use Taxes.

In adopting this provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this Authority shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this Authority or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "District" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

SECTION 18. Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

SECTION 19. Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county,

or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the District which is shipped to a point outside the District, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the district shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with section 9840) of the Vehicle Code by registration to an out-of-District address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-District and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this district of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax Ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time

for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the District shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the District, or participates within the District in making the sale of the property, including, but not limited to, soliciting or receiving the order either directly or indirectly, at a place of business of the retailer in the district or through any representative, agent, canvasser, solicitor, subsidiary or person in the District under the authority of the retailer.

7. "A retailer engaged in business in the District" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the District.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code, with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

SECTION 20. Bonds and Other Obligations.

Upon voter approval of this Ordinance, the Authority shall have the authority to issue bonds or other obligations (including, without limitation, lease or installment sales agreements) to finance any of the projects included in the Plan as it may be amended from time to time (including reserves and other financing costs), which bonds or other obligations shall be payable from the revenues of the Flood Protection Sales Tax. In allocating Flood Protection Sales Tax revenues all debt service requirements and other financing costs of such bonds and other obligations shall be met prior to allocating funds for any other purposes or projects.

SECTION 21. Amendments.

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to transactions and use taxes and which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 of Division 2 of the Revenue and Taxation Code, shall automatically become part of this Ordinance, provided, however, that no such amendment shall operate so as to increase the rate of tax imposed by this Ordinance or extend the period of time the tax will remain in effect.

SECTION 22. Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the Authority, or against any officer of the State or the Authority, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION 23. Napa County Auditor-Controller Audit.

In addition to the audit required pursuant to Section 9(A)(2)(b), the Napa County Auditor-Controller shall annually conduct an audit of how the new transactions and use tax revenues are spent by the County of Napa. The audit shall be published in at least two County newspapers and copies of the audit shall be provided to, and must be available at, every public library located in the County.

SECTION 24. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

SECTION 25. Effective Date; Approval of the Voters.

This Ordinance shall take effect on March 3, 1998, but only if 2/3rds of the electors voting on the Ordinance at an election held on March 3, 1998, vote to approve this Ordinance.

SECTION 26. Annual Appropriation Limit.

The maximum annual appropriation limit for the Authority is \$20,000,000.00, subject to such adjustments or increases as are provided for by law.

SECTION 27. Implementation Subsequent to Vote.

Upon approval of this Ordinance by 2/3rds of the voters, the Authority may adopt policies and take such actions as may be necessary for the implementation of the one-half of one percent (1/2%) transactions and use tax authorized by this Ordinance. Such actions shall include, but not be limited to, the Authority amending this Ordinance without being required to secure a ratification by the electorate to provide for use of additional federal, state or local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances, or if such amendments are deemed necessary and recommended by the Authority's general counsel, bond counsel, or legal counsel for the State Board of Equalization; provided, however, that no amendments that will increase the rate of the transactions and use tax rate or extend the term beyond twenty years may be

made without securing the approval of the amendment by the legally required percentage of qualified voters voting on the amendment.

SECTION 28. Publication of Ordinance.

This Ordinance shall be published at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in the County of Napa, together with the names of the Directors voting for and against the same.

The foregoing Ordinance was introduced and read at a special meeting of the Napa County Flood Protection and Watershed Improvement Authority, held on the 28th day of October, 1997 and passed at a special meeting of the Napa County Flood Protection and Watershed Improvement Authority, held on the 4th day of November, 1997, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	DIRECTORS DIRECTORS DIRECTORS DIRECTORS	<u>VARRELMAN, LUCE, FERRIOLE, WINTER and RIPPEY</u> _____ <u>NONE</u> _____ <u>NONE</u> _____ <u>NONE</u> _____ <i>Mike Rippey</i> <u>MIKE RIPPEY, Chairman</u> Board of Directors
--	---	---

ATTEST:

MARY JEAN McLAUGHLIN
Clerk of the Board

By Leri Lissom
Deputy

APPROVED NOV 04 1997
BOARD OF SUPERVISORS
COUNTY OF NAPA

MARY JEAN McLAUGHLIN
CLERK OF THE BOARD

BY Michelle Price Deputy

APPROVED AS TO FORM	
Office of County Counsel	
By: <u>Winters</u>	
Date: <u>10/30/97</u>	

Appendix B – FEMA Hazard Mitigation Grant

B-1: Original Letter

B-2: Expansion of \$3.3 Million

B-3: Expansion of \$4.5 Million



GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Disaster Assistance Resources Branch
Grant Payments Unit
Post Office Box 419023
Rancho Cordova, California 95741-9023
Phone: (916) 464-1010
Fax: (916) 464-0718



C: nly/ke
Tamera

December 11, 2000

Bonnie Long
City Administrator
City of St. Helena
City Hall, 1480 Main Street
St. Helena, CA 94574

RECEIVED
DEC 12 2000
CITY OF ST. HELENA

Dear Ms. Long:

SUBJECT: FEMA-1203-DR-CA, OES PROJECT #1012 1010 FIPS #055-64140

The Governor's Office of Emergency Services (OES) is pleased to notify you that your application has been approved by the Federal Emergency Management Agency (FEMA). FEMA has obligated an amount of \$255,100.00 for this project.

Payments to subgrantees are made on a reimbursement basis. To receive reimbursements for incurred Hazard Mitigation Grant Program (HMGP) costs, OES requires a completed Request for Advance or Reimbursement of Funds form (OES 400) signed by the applicant's designated agent (see enclosed). If your original application included a request for advance of project funds, you must return the enclosed OES 400 form. Additionally, current signed copies of the List of Assurances (LOA) and the original Designation of Applicants Agent Resolution (OES 130) forms must be on file with our office. Private-non-profit organizations must also provide a signed Vendor Data Record (STD. 204). Administrative costs for the project will be calculated and disbursed after final approval and closeout of project.

A special account for the deposit of the state warrant must be established upon receipt. Expenditures for any work other than the work approved in this application should be maintained separately and are the sole responsibility of the subgrantee.

This grant is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs or approved amounts, or those found owed as a result of an audit or final inspection, must be refunded to the State within 30 days upon receipt of an invoice from the Governor's Office of Emergency Services.

Please read all enclosed documents carefully prior to initiating your project. In accordance with Title 44 Code of Federal Regulations (CFR) Part 206.440, if you disagree with FEMA's obligated amount(s) or scope of work for the project addressed in this supplement, you must appeal FEMA's determination within 60 days from receipt of this letter. The appeal must contain documented justification supporting your position. Please submit your letter of appeal to the following address:

Ms. Long
Page 2

Disaster Assistance Division
Hazard Mitigation Section
P.O. Box 419023
Rancho Cordova, CA 95741-9023
HMGP Program Issues: (916) 464-1014
Payment Questions: (916) 464-1010

Enclosed is a copy of FEMA's letter of approval and a Procedures Package. Questions regarding payments and other matters should be directed to the respective telephone numbers listed above.

GRANT PAYMENTS UNIT

Enclosures



Federal Emergency Management Agency

Region IX
Building 105
Presidio of San Francisco
San Francisco, California 94129

SEP 6 2000



Mr. Paul Jacks
Governor's Authorized Representative
Governor's Office of Emergency Services
Post Office Box 419023
Rancho Cordova, California 95741-9023

Reference: Project Submittal and Scope of Work Change
HMGP #1203-1012 (formerly 1203-328-1010)
City of St. Helena, Regional Flood Planning Study, FIPS #055-64140
Supplement #99

Dear Mr. Jacks:

We have received the change in scope of work and amended application for the City of St. Helena as requested by your office on July 17, 2000. This project was previously submitted by Hunt's Avenue Inc., and has subsequently been withdrawn and de-obligated in the amount of \$247,500 (federal share), \$1,276 (grantee), and \$7,600 (subgrantee), costs, as a result of your request. The enclosed Supplement #99 re-obligates \$247,500 (federal share), \$1,276 (grantee) and \$7,600 (subgrantee) costs, for the City of St. Helena.

As indicated in your submission, the scope of work from the Hunt's Avenue Inc., project (1203-328-1010) would be changed from the construction of a floodwall around the Hunt's Grove Apartment Complex to the City of St. Helena's planning study to compliment the large-scale flood control project for the Napa River downstream. The Napa River project, which is the project being constructed by the U.S. Army Corps of Engineers (USACE), is the project approved under the County's Measure A.

Since your request addresses an integral solution for the area in coordination with the Measure A project and a commitment to implement the planning alternatives, FEMA will review the project. However, in order to facilitate the review, please forward a total project cost and benefit cost analysis.

Please remind the applicant that any construction that occurs prior to a written approval may jeopardize funding for this project. Please reference the project number assigned (1203-1012) for all future correspondence.

We would also like to commend the City for their coordination efforts and long-term planning approach to mitigate potential impacts in the event of a disaster.

STATE OF CALIFORNIA



ARNOLD SCHWARZENEGGER, Governor

GOVERNOR'S OFFICE OF EMERGENCY SERVICES

DISASTER ASSISTANCE PROGRAMS BRANCH

HAZARD MITIGATION SECTION

POST OFFICE BOX 419023

RANCHO CORDOVA, CALIFORNIA 95741-9023

PHONE: (916) 845-8150 FAX: (916) 845-8386



April 26, 2005

Mr. Ken Slavens
Mayor
City of St. Helena
1480 Main Street
St. Helena, California 94574

Dear Mr. Slavens:

SUBJECT: FEMA-DR-1203-CA, OES #1012, FEMA #1012
FIPS #055-64140
FLOOD PROTECTION PROJECT

The Governor's Office of Emergency Services (OES) has received the enclosed letter dated April 11, 2005, from the Federal Emergency Management Agency (FEMA) approving your request for additional funding in the amount of \$4,383,405 total project cost, with a 75 percent federal share of \$3,287,553, as shown in the enclosed Supplement #149 Obligation Report, to complete this Hazard Mitigation Grant Program project. The project completion date is June 30, 2006.

Please refer to FEMA's letter for additional information. If you have any questions, please contact James Hartwig at (916) 845-8176.

Sincerely,

MARCIA RENTSCHLER
Hazard Mitigation Manager

Enclosure

c: Bert Johansson, City Manager

***Appendix C – State Water Resources Control
Board Agreement***

05/17/10
4
C-06-6093-110
07-817-550-0
N/A
January to May 2010

RECEIVED
MAY 20 2010
By *Lynne C.*

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

TITLE: City Manager

(A) DESCRIPTION	(B) ISA/LOAN/ GRANT AMOUNT	(C) COSTS INCURRED TO DATE	(D) ELIGIBLE PERCENT	(E) COSTS CLAIMED FOR PAY'T TO DATE	STATE USE ONLY		
					(F) COSTS APPROVED FOR PAY'T TO DATE	(G) AMOUNT PREVIOUSLY PAID	(H) APPROVED PAYMENT THIS REQUEST
Property Acquisition	\$2,000,000	\$899,500	100%	\$899,500	899,500	899,500	-
Construction	\$7,100,000	\$3,543,906	100%	\$3,543,906	2,943,964	2,753,940	190,024
SUBTOTAL	\$9,100,000	\$4,443,406		\$4,443,406	3,843,464	3,653,440	190,024
Less Local Match (16.667%) if applicable							
TOTAL	\$9,100,000	\$4,443,406		\$4,443,406	3,843,464 *	3,653,440	190,024

COMMENTS: *	A \$599,942 difference exists between Columns E & F. The City included construction change orders (CCO's) in the claimed amount. CCO's are not eligible at this time. In addition, the City did not deduct the 10% retention from Argonaut Constructors. If the retention is held in an escrow account, please provide us with a copy of the escrow agreement.					
-------------	--	--	--	--	--	--

I certify that the costs shown in column "C" have been incurred and that these costs have been paid or will be paid within 30 days of receipt of the funds requested hereby. If such costs have not been paid within 30 days, funds received under this request will be returned to the State Water Resources Control Board (SWRCB). I certify that all prior funds received from this ISA/loan/grant have been disbursed within 30 days of receipt or have been returned to the SWRCB.

In addition to the foregoing, where the Local Match ISAs apply, I certify that the appropriate payment has been made with local funds that equate to at least the State match portion.

I also certify that costs claimed are specific to the ISA/loan/grant and within the approved scope of work.

Signature of the Authorized Representative

Date _____

STATE USE ONLY: APPROVAL FOR PAYMENT

☒ All Quarterly Reports have been submitted to date.

Project Manager Signature

Project Manager
Title

6/2/10
Date

Reviewer Signature _____

Payments Analyst

Date JUN 02 2010

Approval Signature _____

Title

Date 6/2/2010



CITY OF
ST. HELENA

MAR 17 2010

RECEIVED IN
FINANCE

Page 1 of 5

From Contractor : Argonaut Constructors

Pay
Application

Date

Invoice
Number

Contract

9

02/25/2010

3107

09-SHF-01

1236 Central Ave
Santa Rosa, CA 95401
(707)542-4862

To Owner : CITY OF ST HELENA

Project : F09 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

1480 MAIN STREET

ST HELENA, CA 94574

ST HELENA, CA 94574

Payment Terms: N30

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	1.00	170,000.00	0.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Implementation	1.00	LS	56,000.00	56,000.00	0.05	2,800.00	1.00	56,000.00	0.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.00	0.00	1.00	40,000.00	0.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	0.00	0.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.95	4,750.00	0.95	4,750.00	250.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.00	0.00	1.00	270,000.00	0.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.00	0.00	1.00	9,000.00	0.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	0.00	0.00	57,123.96	171,371.88	-28,871.88
112A	Over Ex Levee Area	10,000.00	CY	3.00	30,000.00	0.00	0.00	7,705.00	23,115.00	6,885.00
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	0.00	0.00	7,090.00	20,561.00	5,539.00
114	Levee Inspection Trench Excavat	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,143.00	45,715.20	-19.20
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	324.00	9,720.00	324.00	9,720.00	5,280.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	-1,876.00	-4,127.20	51,713.00	113,768.60	-3,768.60
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	3,500.00	15,050.00	3,500.00	15,050.00	48,160.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	3,069.00	89,001.00	13,804.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	0.00	0.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	41.00	2,624.00	99.00	6,336.00	1,344.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	9.00	1,812.00	9.00	1,812.00	188.00
123	Curb Gutters & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Starr Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	1.00	320,000.00	0.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	1.00	280,000.00	0.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,300.00	97,500.00	0.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"x10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	1.00	6,700.00	0.00
133	Pipe Gates	4.00	EA	5,500.00	22,000.00	2.00	7,000.00	2.00	7,000.00	7,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	4.15	15,562.50	14,437.50
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	9.15	34,312.50	-6,937.50
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	0.00	0.00	745.00	536,400.00	93,600.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.10	44,046.50	1.00	440,465.00	0.00
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.05	4,300.00	1.00	86,000.00	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.20	17,000.00	0.95	80,750.00	4,250.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
202	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Implementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.00	0.00	0.50	32,500.00	32,500.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.00	0.00	0.75	26,250.00	8,750.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,690.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Bubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00

Total Base Contract 6,984,866.00 104,975.30 3,271,070.68 3,713,795.32

Change Order: 01 - CCO #1 (EW #1)

EW001	UTILITY RELLOCATION 36"	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
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Total Change Order 01 10,396.78 0.00 10,396.78 0.00

Change Order: 02 - CCO #2 (EW #1)

EW001.1	POTHOLES LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
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Total Change Order 02 5,165.29 0.00 5,165.29 0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2)										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	0.00	0.00	1.00	3,884.00	0.00
Total Change Order 06					3,884.00		0.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5)										
EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	0.00	0.00	1.00	2,124.40	0.00
Total Change Order 07					2,124.40		0.00		2,124.40	0.00
Change Order: 08 - CCO #8 (EW #6)										
EW006	REMOV IRRIGATION PIPE	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
Total Change Order 08					3,121.53		0.00		3,121.53	0.00
Change Order: 09 - CCO #9 (EW #8)										
EW008	EXCAVATE @ BURIAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATE @ BURIAL	1.00	TM	1,573.68	1,573.68	0.00	0.00	1.00	1,573.68	0.00
Total Change Order 09					2,884.20		0.00		2,884.20	0.00
Change Order: 10 - CCO #10 (EW #9)										
EW009	PLACE ABIL ADAMS ST	1.00	TM	547.25	547.25	0.00	0.00	1.00	547.25	0.00
Total Change Order 10					547.25		0.00		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	0.00	0.00	1.00	2,002.53	0.00
Total Change Order 11					6,684.59		0.00		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11)										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	0.00	0.00	1.00	9,941.87	0.00
Total Change Order 12					9,941.87		0.00		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14)										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
Total Change Order 13					1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #13)										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	0.00	0.00	1.00	30,369.88	0.00
Total Change Order					48,701.37		0.00		48,701.37	0.00
Change Order: - CCO # (EW #15)										
EW015	INSTALL FES @ MH 1	1.00	TM	5,558.72	5,558.72	0.00	0.00	1.00	5,558.72	0.00
Total Change Order					5,558.72		0.00		5,558.72	0.00
Change Order: - CCO # (EW #17)										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	0.00	0.00	1.00	36,980.80	0.00
EW017.1	UNDERCUTTING @ FLD	1.00	TM	40,530.04	40,530.04	0.00	0.00	1.00	40,530.04	0.00
Total Change Order					77,510.84		0.00		77,510.84	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: - CCO # (EW #20)										
EW020	INSTALL RSP & FABRIC	1.00	TM	11,164.86	11,164.86	0.00	0.00	1.00	11,164.86	0.00
	Total Change Order				11,164.86		0.00		11,164.86	0.00
Change Order: - CCO # (EW #21)										
EW021	TRENCHING WRK PG&E	1.00	TM	3,119.66	3,119.66	0.00	0.00	1.00	3,119.66	0.00
EW021.1	TRENCHING WRK PG&E	1.00	TM	25,121.56	25,121.56	0.00	0.00	1.00	25,121.56	0.00
EW021.2	TRENCHING WRK PG&E	1.00	TM	1,809.77	1,809.77	0.00	0.00	1.00	1,809.77	0.00
EW021.3	TRENCHING WRK PG&E	1.00	TM	7,640.16	7,640.16	0.00	0.00	1.00	7,640.16	0.00
	Total Change Order				37,691.15		0.00		37,691.15	0.00
Change Order: - CCO # (EW #22)										
EW022	ADD ADDTL VALVE	1.00	TM	2,375.00	2,375.00	0.00	0.00	1.00	2,375.00	0.00
EW022.1	ADD ADDTL VALVE	1.00	TM	1,050.00	1,050.00	0.00	0.00	1.00	1,050.00	0.00
	Total Change Order				3,925.00		0.00		3,925.00	0.00
Change Order: - CCO # (EW #24)										
EW024	POTHOLE TREE #42	1.00	TM	347.17	347.17	0.00	0.00	1.00	347.17	0.00
	Total Change Order				347.17		0.00		347.17	0.00
Change Order: - CCO # (EW #26)										
EW026	REALIGNMENT FLOOD	1.00	TM	189.16	189.16	0.00	0.00	1.00	189.16	0.00
	Total Change Order				189.16		0.00		189.16	0.00
Change Order: - CCO # (EW #27)										
EW027	WORK FOR AT&T	1.00	TM	2,440.45	2,440.45	0.00	0.00	1.00	2,440.45	0.00
	Total Change Order				2,440.45		0.00		2,440.45	0.00
Change Order: - CCO # (EW #29)										
EW029	STORM MOD @ STARR	1.00	TM	8,699.74	8,699.74	0.00	0.00	1.00	8,699.74	0.00
	Total Change Order				8,699.74		0.00		8,699.74	0.00
Change Order: - CCO # (EW #37)										
EW037	Extra Type D Erosion Control	1.00	TM	28,907.55	28,907.55	1.00	28,907.55	1.00	28,907.55	0.00
	Total Change Order				28,907.55		28,907.55		28,907.55	0.00
Change Order: - CCO # (EW #38)										
EW038	EXCAVATE INDIAN ART	1.00	TM	600.28	600.28	0.00	0.00	1.00	600.28	0.00
	Total Change Order				600.28		0.00		600.28	0.00
Change Order: - CCO # (EW #40)										
EW040	RELOCATE ROCK @ ST1	1.00	TM	557.31	557.31	0.00	0.00	1.00	557.31	0.00
	Total Change Order				557.31		0.00		557.31	0.00
Total Contract and Change Orders					7,257,700.86		133,882.85		3,543,905.51	3,713,795.32

↑ Total includes CCOs

Billing Summary for Contract F09

1. Original Contract:		6,984,866.00
2. Change Orders:		272,834.86
3. Revised Contract:		7,257,700.86
	Current	To Date
4. Total Completed: <i>INCL CCO's</i>	133,882.85	3,543,905.54
5. Stored Material To Date:	0.00	0.00
6. Less Retainage: <i>10%</i>	13,388.29	354,390.55
7. Balance:	120,494.57	3,189,514.99
8. Less Previous Payments:		3,033,020.42
9. Total Due This Invoice:	120,494.57	156,494.57

↗ Total Incurred Including
 CCO's
 3,543,905.54 +
 less CCO's 272,834.86 -
 3,271,070.68*
 ↗ ACTUAL INCURRED
 3,271,070.68*
 Retention 10%
 ↗ 327,107.07*
 327,107.07*
 ↗ 2,943,963.61*
 ↗ Total Eligible
 for reimbursement



From Contractor : Argonaut Constructors

1236 Central Ave
Santa Rosa, CA 95401
(707)542-4862

To Owner : CITY OF ST HELENA

1480 MAIN STREET

ST HELENA, CA 94574

CITY OF
ST. HELENA
JAN 11 2010
RECEIVED IN
FINANCE

Page 1 of 5

Pay Application	Date	Invoice Number	Contract
8 R	01/05/2010	3058	08-SHF-01

Project : F09 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

ST HELENA, CA 94574

Payment Terms: N30

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	1.00	170,000.00	0.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Impementation	1.00	LS	56,000.00	56,000.00	0.00	0.00	0.95	53,200.00	2,800.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.00	0.00	1.00	40,000.00	0.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	0.00	0.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.00	0.00	1.00	270,000.00	0.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.00	0.00	1.00	9,000.00	0.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	0.00	0.00	57,123.96	171,371.88	-28,871.88
112A	Over Ex Levee Area	10,000.00	CY	3.00	30,000.00	0.00	0.00	7,705.00	23,115.00	6,885.00
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	0.00	0.00	7,090.00	20,561.00	5,539.00
114	Levee Inspecton Trench Excavat	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,143.00	45,715.20	-19.20
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	0.00	0.00	53,589.00	117,895.80	-7,895.80
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	3,069.00	89,001.00	13,804.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	0.00	0.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	58.00	3,712.00	58.00	3,712.00	3,968.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Gutters & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Starr Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	1.00	320,000.00	0.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	1.00	280,000.00	0.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,300.00	97,500.00	0.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"X10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	1.00	6,700.00	0.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	4.15	15,562.50	14,437.50
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	9.15	34,312.50	-6,937.50
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	0.00	0.00	745.00	536,400.00	93,600.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.00	0.00	0.90	396,418.50	44,046.50
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.45	38,700.00	0.95	81,700.00	4,300.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.75	63,750.00	0.75	63,750.00	21,250.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
202	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Impementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.00	0.00	0.50	32,500.00	32,500.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.00	0.00	0.75	26,250.00	8,750.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Bubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00
Total Base Contract					6,984,866.00		106,162.00		3,166,095.38	3,818,770.62
Change Order: 01 - CCO #1 (EW #1)										
EW001	UTILITY RELOCATION @ LAGUNA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78		0.00		10,396.78	0.00
Change Order: 02 - CCO #2 (EW #1)										
EW001.1	POTHOLING LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02					5,165.29		0.00		5,165.29	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2)										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	0.00	0.00	1.00	3,884.00	0.00
Total Change Order 06					3,884.00		0.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5)										
EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	0.00	0.00	1.00	2,124.40	0.00
Total Change Order 07					2,124.40		0.00		2,124.40	0.00
Change Order: 08 - CCO #8 (EW #6)										
EW006	REMY IRRIGATION PIPE	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
Total Change Order 08					3,121.53		0.00		3,121.53	0.00
Change Order: 09 - CCO #9 (EW #8)										
EW008	EXCAVATE @ BURIAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATE @ BURIAL	1.00	TM	1,573.68	1,573.68	0.00	0.00	1.00	1,573.68	0.00
Total Change Order 09					2,884.20		0.00		2,884.20	0.00
Change Order: 10 - CCO #10 (EW #9)										
EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	0.00	0.00	1.00	547.25	0.00
Total Change Order 10					547.25		0.00		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	0.00	0.00	1.00	2,002.53	0.00
Total Change Order 11					6,684.59		0.00		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11)										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	0.00	0.00	1.00	9,941.87	0.00
Total Change Order 12					9,941.87		0.00		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14)										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
Total Change Order 13					1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #13)										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	0.00	0.00	1.00	30,369.88	0.00
Total Change Order					48,701.37		0.00		48,701.37	0.00
Change Order: - CCO # (EW #15)										
EW015	INSTALL FES @ MH 1	1.00	TM	5,558.72	5,558.72	0.00	0.00	1.00	5,558.72	0.00
Total Change Order					5,558.72		0.00		5,558.72	0.00
Change Order: - CCO # (EW #17)										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	0.00	0.00	1.00	36,980.80	0.00
EW017.1	UNDERCUTTING @ FLD	1.00	TM	40,530.04	40,530.04	0.00	0.00	1.00	40,530.04	0.00
Total Change Order					77,510.84		0.00		77,510.84	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: - CCO # (EW #20)										
EW020	INSTALL RSP & FABRIC	1.00	TM	11,164.86	11,164.86	0.00	0.00	1.00	11,164.86	0.00
Total Change Order					11,164.86		0.00		11,164.86	0.00
Change Order: - CCO # (EW #21)										
EW021	TRENCHING WRK PG&E	1.00	TM	3,119.66	3,119.66	0.00	0.00	1.00	3,119.66	0.00
EW021.1	TRENCHING WRK PG&E	1.00	TM	25,121.56	25,121.56	0.00	0.00	1.00	25,121.56	0.00
EW021.2	TRENCHING WRK PG&E	1.00	TM	1,809.77	1,809.77	0.00	0.00	1.00	1,809.77	0.00
EW021.3	TRENCHING WRK PG&E	1.00	TM	7,640.16	7,640.16	0.00	0.00	1.00	7,640.16	0.00
Total Change Order					37,691.15		0.00		37,691.15	0.00
Change Order: - CCO # (EW #22)										
EW022	ADD ADDTL VALVE	1.00	TM	2,875.00	2,875.00	0.00	0.00	1.00	2,875.00	0.00
EW022.1	ADD ADDTL VALVE	1.00	TM	1,050.00	1,050.00	0.00	0.00	1.00	1,050.00	0.00
Total Change Order					3,925.00		0.00		3,925.00	0.00
Change Order: - CCO # (EW #24)										
EW024	POTHOLE TREE #42	1.00	TM	347.17	347.17	0.00	0.00	1.00	347.17	0.00
Total Change Order					347.17		0.00		347.17	0.00
Change Order: - CCO # (EW #26)										
EW026	REALIGNMENT FLOOD	1.00	TM	189.16	189.16	0.00	0.00	1.00	189.16	0.00
Total Change Order					189.16		0.00		189.16	0.00
Change Order: - CCO # (EW #27)										
EW027	WORK FOR AT&T	1.00	TM	2,440.45	2,440.45	0.00	0.00	1.00	2,440.45	0.00
Total Change Order					2,440.45		0.00		2,440.45	0.00
Change Order: - CCO # (EW #29)										
EW029	STORM MOD @ STARR	1.00	TM	8,699.74	8,699.74	0.00	0.00	1.00	8,699.74	0.00
Total Change Order					8,699.74		0.00		8,699.74	0.00
Change Order: - CCO # (EW #38)										
EW038	EXCAVATE INDIAN ART	1.00	TM	600.28	600.28	0.00	0.00	1.00	600.28	0.00
Total Change Order					600.28		0.00		600.28	0.00
Change Order: - CCO # (EW #40)										
EW040	RELOCATE ROCK @ STH	1.00	TM	557.31	557.31	0.00	0.00	1.00	557.31	0.00
Total Change Order					557.31		0.00		557.31	0.00
Total Contract and Change Orders					7,228,793.31		106,162.00		3,410,022.69	3,818,770.62

Billing Summary for Contract F09

1. Original Contract:		6,984,866.00
2. Change Orders:		243,927.31
3. Revised Contract:		7,228,793.31
	<u>Current</u>	<u>To Date</u>
4. Total Completed:	106,162.00	3,410,022.69
5. Stored Material To Date:	0.00	0.00
6. Less Retainage:	10,616.20	341,002.27
7. Balance:	95,545.80	3,069,020.42
8. Less Previous Payments:		2,973,474.62
9. Total Due This Invoice:	<u>95,545.80</u>	<u>95,545.80</u>

10% Retention

***Appendix D – Department of Water Resources
Agreement***

SAP Contract No. 4600009016

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CITY OF ST. HELENA
UNDER THE FLOOD PROTECTION CORRIDOR PROGRAM**

THIS AGREEMENT, made in quintuplicate and commencing this 1st day of November of 2009, is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State), and the City of St. Helena (hereinafter called the Grantee).

The State and the Grantee agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

This Agreement is made by and between the State and the Grantee to assist in financing a Flood Protection Project pursuant to the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act, (California Water Code Section 79035 et seq. Division 26, Chapter 5, Article 2.5), and Public Resources Code Section 75001, et seq. the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, specifically Public Resources Code Section 75032.5.

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the Project description and Budget, copies of which are incorporated herein by this reference and set forth in Exhibit B, Project Location, Exhibit C, Scope of Work and Exhibit D, Budget which describe tasks to be accomplished and costs associated with those tasks under this Agreement.

SECTION 2 TERM OF AGREEMENT

This Agreement shall remain in effect for three (3) years from the date of execution. The date of execution shall be the last date of the required signatures of the parties to the Agreement. Certain activities specified in this Agreement have a different term such as maintenance responsibilities of the grantee which continue in perpetuity and require annual reporting for five years after project completion.

SAP Contract No. 4600009016

SECTION 3 PROJECT COSTS

The Total Project Costs (identified in Exhibit D) are estimated to be \$30,725,553.00.

SECTION 4 STATE GRANT

Pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board, or any other State authority, the State will reimburse the Grantee, in accordance with the terms of this Agreement, an amount equal to the Grantee's eligible expenditures for this project not to exceed \$3,100,000.00, as the State Share, as identified in Exhibit D, Budget. The State will not make payments of any kind—advances or reimbursements—until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

SECTION 5 GRANTEE'S COST SHARE AMOUNT

The Grantee agrees to fund the difference, if any, between the actual Project Cost and the State Grant (Section 4). The rate of payment of State grant funds expressed as a percentage share of the State Grant cannot exceed the rate of payment of expenses by the grantee expressed as a percentage of the grantee's share of project costs without prior State authorization.

SECTION 6 INCORPORATION OF STANDARD TERMS AND GRANTEE COMMITMENTS

In addition to Exhibits B, C, and D, this agreement by this reference incorporates Exhibit A, Standard Terms and Exhibit G, Adaptive Management Plan. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Grantee in the Application, documents, amendments and communications filed in support of its request for financing.

SECTION 7 METHOD OF PAYMENT

The Grantee shall submit invoices on a quarterly basis for non-capital costs and on an as-needed basis for capital costs. All payments will be made to the Grantee upon receipt of an original invoice by the State of California, Department of Water Resources, 3310 El Camino Avenue, Room 147, Sacramento, California 95821, to the attention of David Martasian, Project Manager for the State. Invoices should include SAP contract number and work plan element identification.

SAP Contract No. 4600009016

The Grantee shall meet all conditions for disbursement of money under this Agreement, including the provisions of the Conditions for Disbursement which is located in Exhibit A. Failure by Grantee to comply may, at the option of the State, result in termination of the Agreement.

SECTION 8 PROGRESS REPORTS AND STATEMENT OF COSTS

The Grantee shall submit quarterly progress reports, starting with the end of the first complete calendar quarter after date of execution, describing the status of the Project and containing a Statement of Costs to the State. The submittal and approval by the State of these reports is a requirement for continued disbursement of State Grant funds. Progress reports shall summarize the work completed during the reporting period, include a statement of progress toward completion compared to the Project schedule, and provide a comparison of costs to date compared to the approved scope of work and Project budget. Additionally, if the grantee is aware of any anticipated problems, obstacles, or issues that could affect the project budget, schedule, or scope of work, they should be discussed in the progress reports.

SECTION 9 FINAL REPORTS

Upon project completion or termination, the Grantee shall submit a Final Report describing project activities and a report of expenditures (Final Financial Report) for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within sixty (60) days of the project completion or termination. The Final Report shall describe the results of the project's activities, and include photographs of pre-project conditions and of the work completed. The Grantee shall also submit a Post-Completion Annual Report of Maintenance Activities annually for five years following completion of the project, with the first report due 12 months after the project completion date.

For any construction activity undertaken pursuant to and funded by this agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State with a copy of the final report of project expenditures required in the paragraph below. The Grantee shall keep on file, for the useful life of the project, as built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice.

The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.

SAP Contract No. 4600009016

SECTION 10 RELATIONSHIPS OF PARTIES

The Grantee, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the State. Grantee is solely responsible for planning, design, construction, maintenance, and operation of the activity undertaken pursuant to and funded by this agreement. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Grantee's responsibility for its work.

SECTION 11 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible for complying with all applicable federal, State and local laws, rules or regulations affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations and ordinances.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with the California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this funding agreement.

Work that is subject to the California Environmental Quality Act (CEQA) and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

SECTION 12 GRANTEE'S RESPONSIBILITIES FOR WORK

The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

SAP Contract No. 4600009016

SECTION 13 PROJECT OFFICIALS AND NOTICES

The Project Manager for the State is David Martasian.

The Grantee Project Manager shall be Karen Scalabrini. The Grantee Project Manager shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

Either party may change its representative upon written notice to the other party. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing to the Project Manager.

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

David Martasian
State of California
Department of Water Resources
Flood Protection Corridor Program
3310 El Camino Avenue, Room 140
Sacramento, CA 95821
(916) 574-1300

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Karen Scalabrini, City Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574
(707) 968-2751

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

Notices may be sent by any of the following means: delivery in person, by certified U.S. Mail, postage prepaid, by "overnight" delivery service or, electronic transmission followed by submittal of a hard copy.

SAP Contract No. 4600009016

SECTION 14 MAINTENANCE OF PROPERTY IMPROVED

Grantee agrees to use, manage, and maintain the property developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities are outlined in Exhibit E, Planned Maintenance Activities. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the property as discussed in Exhibit A, Standard Terms: Easements. Such title transfer will occur in a way that binds the new owner to the same obligations.

SAP Contract No. 4600009016

IN WITNESS HEREOF, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

CITY OF ST. HELENA

By: Mary Neilan
Mary Neilan, City Manager

Date: 12/13/10

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By: Mark W. Cowin
Mark W. Cowin, Director

Date: 2/11/11

Approved as to Legal Form and Sufficiency

By: Cathy Crothers
Cathy Crothers, Acting Chief Counsel

Date: 3/30/11

Attachment 2

Exhibit A – Standard Terms

Exhibit A
SAP Contract No. 4600009016

STANDARD TERMS

1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) Separate Accounting of State Grant Disbursements and Interest Records:
The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee's funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) Disposition of Money Disbursed:
All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) Remittance of Unexpended Funds:
The Grantee, within a period of sixty (60) days from the final disbursement from the State to the Grantee of State Grant funds, shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not needed to pay Eligible Project Costs.
- d) Interim and Final Audits:
The State reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit, at the State's expense.

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State for a period of three years after project completion. All Grantee's records and the Grantee's subcontractors related to this agreement shall be retained for at least three years after project completion.

Exhibit A
SAP Contract No. 4600009016

2. **ACKNOWLEDGEMENT OF CREDIT:** The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project, erecting signs at the project site, or using any data and/or information developed under the Agreement.
3. **AMENDMENT:** This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.
4. **AMERICANS WITH DISABILITIES ACT:** By signing this Agreement, Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. **ANTITRUST CLAIMS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods, and services and construction of public works with funds provided by the State under this Agreement.
6. **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until has all required signatures have been obtained.
7. **AVAILABILITY OF FUNDS:** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.
8. **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Scope of Work (Exhibit C), and shall use the services of one of these organizations whenever feasible.
9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Project Manager, Department of Water Resources, within thirty (30) days of the Grantee's knowledge of the claim. Project Manager and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

Exhibit A
SAP Contract No. 4600009016

10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
11. **CONDITIONS FOR DISBURSEMENT:** The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with the requirements of the legislation creating the funding source for the grant funds. Before engaging in site modifications to be paid for from State funds, the grantee must complete the following:
- a) For Construction Projects, the Grantee must submit to the State, final plans and specifications certified by a California Registered Civil Engineer or equivalent documentation as to compliance with the approved Project.
 - b) The Grantee must submit a written statement by an authorized representative that it has obtained all necessary permits, easements, rights-of-way and approvals as may be required by other State, federal, and/or local agencies, as specified in Section 11 of this Agreement.
 - c) The Grantee must demonstrate compliance with the California Environmental Quality Act and if applicable the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, legal notices and environmental permits as may be required prior to modifying the Project site.
 - d) The Grantee must demonstrate continuing availability of sufficient funds to complete the Project.
 - e) The Grantee shall develop, and submit for State approval, a plan to minimize the impacts to adjacent landowners (California Water Code Section 79041, Division 26, Chapter 5, Article 2.5). This plan may require completion of a hydrologic and hydraulic study, and if so the specifications will be included in Exhibit C, the project Scope of Work.

Exhibit A
SAP Contract No. 4600009016

12. CONFLICT OF INTEREST:

a) Current State Employees:

No state officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No state officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees:

For the two year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the twelve-month period prior to his or her leaving state service.

c) City/County/Non Profit Employees:

No employee, officer, employer or agency of the City/County/Non Profit shall participate in the selection or in the award or administration of a contract supported by State Funds if a conflict of interest, real or apparent, would be involved. The City/County/Non Profit shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 et seq., PCC Sections 10365.5 et seq., PCC Sections 10410 et seq., and Government Code Sections 1090 et seq., and 8100 et seq.

Exhibit A
SAP Contract No. 4600009016

13. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors or subcontractors for violations.
- b) Establish a Drug-Free Awareness Program to inform employees, contractors and subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. The Grantee's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors or subcontractors for drug abuse violations.
- c) Every employee, contractor and subcontractor who works under this Agreement:
 - 1. Will receive a copy of the Grantee's drug-free policy statement, and
 - 2. Will agree to abide by terms of the Grantee's statement as a condition of employment, contract or subcontract.

14. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to property already owned in fee by the Grantee using grant funds provided through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to new easement owner.

Exhibit A
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Failure to provide an easement acceptable to the State can result in termination of this Agreement.

15. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State Grant funds received only to eligible project costs, as identified in Exhibit D - Budget.
16. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
18. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the State.
19. **INSPECTIONS OF BOOKS, RECORDS AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests as provided in the Funding Agreement.
20. **LABOR COMPLIANCE PLAN:** Prior to awarding a contract for public works projects funded in whole or in part from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, or any other source of funding so requiring, the grantee shall comply with Public Resources Code Section 75075, which requires adoption and enforcement of a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to the funded public works project. At the

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State's request, Grantee must promptly submit written evidence of its compliance with Labor Compliance Program requirements. [This item will need to be changed for Prop 1E projects]

21. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee, its contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

22. **PROHIBITION AGAINST DISPOSAL OF PROPERTY WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State to be applied to the Grantee's indebtedness under this Agreement.
23. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.

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24. **SEVERABILITY:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
25. **SUCCESSOR AND ASSIGNS:** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
26. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
27. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided including but not limited to reasons of default under Standard Term 29 – Termination By Grantee.
28. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
29. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
30. **TIMELINESS:** Time is of the essence in this Agreement.
31. **WITHHOLDING OF GRANT FUNDS BY STATE:**
 - (a) **Withholding clause:** The State, at its discretion, may withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of eligible Project Costs until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in Exhibit C, the project Scope of Work.
 - (b) **Additional Conditions for Withholding:** If the State determines that the Project is not being completed substantially in accordance with the provisions of this

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Agreement or that the Grantee has failed in any other respect to comply substantially with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State Grant commitment and take any other action that it deems necessary to protect its interests.

32. **WORKERS' COMPENSATION:** The Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

Attachment 3

Exhibit B – Project Location

City of St Helena
County of Napa

Vineyard Valley Mobile Home Park
100-1

Parcel One (100-1)

A portion of that certain real property situate in the City of St. Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, a California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said portion being more particularly described as follows:

BEGINNING at the southwest terminus of the course shown as "N60°39'E, 172.00 feet on the Record of Survey filed July 18, 1975 at Book 19 of Surveys Pages 33 through 38; thence N46°55'29"W, 35.55 feet; thence N44°01'04"E, 15.04 feet; thence N48°54'11"E, 8.03 feet; thence N65°57'13"E, 13.32 feet; thence N71°57'24"E, 11.64 feet; thence N62°13'27"E, 19.19 feet; thence N58°17'47"E, 70.29 feet; thence N61°35'37"E, 88.41 feet; thence along a non tangent curve to the left from a radial line that bears, S31°06'13"E, having a radius of 56.00 feet through a central angle of 43°14'24" an arc length of 42.26 feet; thence N15°39'23"E, 0.46 feet; thence along a tangent curve to the left having a radius of 56.00 feet through a central angle of 50°23'32" an arc length of 49.25 feet; thence N33°30'29"W, 27.09 feet; thence along a non tangent curve to the right, from a radial line that bears S55°54'00"W, having a radius of 44.00 feet through a central angle of 19°08'58" an arc length of 14.71 feet; thence N14°57'02"W, 44.16 feet; thence along a tangent curve to the left having a radius of 56.00 feet through a central angle of 17°52'17" an arc length of 17.47 feet; thence N32°49'19"W, 64.36 feet; thence along a tangent curve to the right having a radius of 44.00 feet through a central angle of 41°05'32" an arc length of 31.56 feet; thence N08°16'13"E, 48.23 feet; thence N09°06'37"W, 49.16 feet; thence along a tangent curve to the right having a radius of 44.00 feet through a central angle of 25°14'11" an arc length of 19.38 feet; thence N14°23'42"E, 76.41 feet; thence N08°58'15"W, 170.97 feet; thence N07°33'09"W, 190.46 feet; thence N04°57'33"W, 149.01 feet; thence along a non tangent curve to the left, from a radial line that bears N 86° 03' 25" E, having a radius of 100.00 feet through a central angle of 90°07'29" an arc length of 157.30 feet; thence S85°55'56"W, 471.44 feet; thence along a non tangent curve to the left, from a radial line that bears N16°49'47"W, having a radius of 158.65 feet through a central angle of 7°09'38" an arc length of 19.83 feet; thence N28°58'09"E, 155.05 feet more or less to the centerline of the Napa River; thence downstream along the centerline of said Napa River and following the meanderings thereof 1,845 feet more or less to the intersection with the centerline of Sulphur Springs Creek; thence upstream along the centerline of said Creek and following the meanderings thereof 74 feet more or less to the northern terminus of course shown as "N60°39'E, 172.00 feet on said Record of Survey; thence along last said line S82°35'31"W, 172.00 feet to the Point of Beginning.

Containing 4.70 acres, more or less.

Parcel Two (100-2)

An Access and Maintenance Easement for construction, maintenance, and operation of the St. Helena Flood project, over upon and across that certain real property situate in the City of St. Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership recorded

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of 157.30 feet; thence S04°57'33"E, 149.01 feet; thence S07°33'09"E, 190.46 feet; thence S08°58'15"E, 170.97 feet; thence S14°23'42"W, 76.41 feet; thence along a non tangent curve to the left, from a radial line that bears N73°52'26"W, having a radius of 44.00 feet through a central angle of 25°14'11" an arc length 19.38 feet; thence S09°06'37"E, 49.16 feet; thence S08°16'13"W, 48.23 feet; thence along a tangent curve to the left having a radius of 44.00 feet through a central angle of 41°05'32" an arc length of 31.56 feet; thence S32°49'19"E, 64.36 feet; thence along a tangent curve to the right having a radius of 56.00 feet through a central angle of 17°52'17" an arc length of 17.47 feet; thence S14°57'02"E, 44.16 feet; thence along a tangent curve to the left having a radius of 44.00 feet through a central angle of 19°08'58" an arc length of 14.71 feet; thence S33°30'29"E, 27.09 feet; thence along a non tangent curve to the right, from a radial line that bears N65°15'51"E, having a radius of 56.00 feet through a central angle of 50°23'32" an arc length of 49.25 feet; thence S15°39'23"W, 0.46 feet; thence along a tangent curve to the right having radius of 56.00 feet through a central angle of 43°14'24" an arc length of 42.26 feet; thence S61°35'37"W, 88.41 feet; thence S58°17'47"W, 70.29 feet; thence S62°13'27"W, 19.19 feet; thence S71°57'24"W, 11.64 feet; thence S65°57'13"W, 13.32 feet; thence S48°54'11"W, 8.03 feet; thence S44°01'04"W, 15.04 feet to the True Point of Beginning.

Containing 22,429 square feet, more or less.

Parcel Three (100-3)

A temporary Construction Easement which will expire On December 31, 2009 over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said easement being more particularly described as follows:

BEGINNING at Point B as designated in the description of Parcel 2 hereinabove; thence along a non tangent curve to the left, from a radial line that bears N35°35'30"W, having a radius of 40.00 feet through a central angle of 17°41'57" an arc length of 12.36 feet; thence along a reverse curve having a radius 15.00 feet through a central angle of 59°23'48" an arc length of 15.55 feet; thence N83°53'39"W, 19.57 feet; thence along a tangent curve to the left having a radius of 163.00 feet through a central angle of 31°01'50" an arc length of 88.28 feet; thence along a reverse curve having a radius of 15.00 feet through a central angle of 74°12'04" an arc length of 19.43 feet; thence along a reverse curve having a radius of 40.00 feet through a central angle of 28°54'56" an arc length of 20.19 feet; thence N85°55'56"W, 162.39 feet to the Point of Beginning.

Containing 1,625 square feet, more or less.

Parcel Four (100-4)

A temporary Construction Easement which will expire On December 31, 2009 over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said easement being more particularly described as follows:

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BEGINNING at Point "A" as designated in the description of Parcel 2 hereinabove; thence N80°59'17"W, 34.64 feet; thence N31°20'58"W, 19.42 feet; thence N31°50'35"W, 37.49 feet; thence N08°34'05"W, 73.63 feet; thence N07°13'01"E, 14.43 feet; thence along a non tangent curve to the left, from a radial line that bears S36°43'35"E, having a radius of 40.00 feet through a central angle of 99°32'10" an arc length of 69.49 feet; thence along a non tangent curve to the right, from a radial line that bears N19°19'15" E, having a radius of 88.00 feet through a central angle of 66°44'08" an arc length of 102.50 feet; thence S04°57'30"E, 125.42 feet to the Point of Beginning.

Containing 9,531 square feet, more or less.

Parcel Five (100-5)

A temporary Construction Easement which will expire On December 31, 2009 over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said easement being more particularly described as follows:

BEGINNING at Point "C" as designated in the description of Parcel 2 hereinabove; thence along a non tangent curve to the left, from a radial line that bears N28°29'47"W, having a radius of 40.00 feet through a central angle of 51°43'42" an arc length of 38.11 feet; thence N80°13'29"W, 25.98 feet; thence S77°56'31"W, 25.00 feet; thence N76°27'42"W, 29.17 feet; thence N85°10'59"W, 39.07 feet; thence S89°47'31"W, 78.54 feet; thence S55°06'21"W, 28.32 feet; thence along a non tangent curve to the left, from a radial line that bears N61°19'23"E, having a radius of 40.00 feet through a central angle of 28°07'19" an arc length of 19.63 feet; thence along a non tangent curve to the right, from a radial line that bears N36°37'16"W, having a radius of 21.00 feet through a central angle of 32°33'12" an arc length of 11.93 feet; thence N85°55'58"E, 242.21 feet to the Point of Beginning.

Containing 3,274 square feet, more or less.

Parcel Six (100-6)

An Ingress and Egress Easement, for construction, maintenance, and operation of the St. Helena Flood project, over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said portion being more particularly described as follows:

BEGINNING at the northeast terminus of that course shown as "N41°00'E, 50.00 feet on said Record of Survey; thence along the general southeastern line of said record of survey S43°04'31"W, 41.88 feet; thence generally along the southwestern line of Paseo Grande Drive the following six courses;

1. thence S46°55'29"W, 198.27 feet;
2. thence along a tangent curve to the right having a radius of 392.00 feet through a central angle of 9°31'05" an arc length of 65.12 feet;

END OF DOCUMENT

City of St Helena
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3. thence along a non tangent curve to the left, from a radial line that bears N58°12'46"E, having a radius of 308.00 feet through a central angle of 15°43'16" an arc length of 84.51 feet;
 4. thence N47°30'30"W, 199.82 feet;
 5. thence along a tangent curve to the left having a radius of 319.55 feet through a central angle of 15°32'59" an arc length of 86.72 feet;
 6. thence N63°03'29"W, 882.78 feet to the general northwestern line of Del Rio Court; thence along last said line N29°06'33"E, 792.48 feet; thence along the general northeastern and southeastern lines of Del Rio Court the following six courses;
 1. along a non tangent curve to the right, from a radial line that bears N23°01'16"W, having a radius of 146.65 feet through a central angle of 5°40'38" an arc length of 14.53 feet;
 2. thence N83°52'29"E, 0.56 feet;
 3. thence along a non tangent curve to the right, from a radial that bears N24°47'34"E, having a radius of 40.00 feet through a central angle of 153°42'54" an arc length of 107.31 feet;
 4. thence along a reverse curve, having a radius of 15.00 feet through a central angle 59°23'55" an arc length of 15.55 feet;
 5. thence S29°06'33"W, 663.90 feet;
 6. thence along a tangent curve to the left, having a radius of 15.00 feet through a central angle of 92°10'02" an arc length of 24.13 feet to the northwestern line of said Paseo Grande Drive;
- thence along the general northwestern line of Paseo Grande Drive the following seven courses;
1. thence S63°03'29"E, 822.78 feet;
 2. thence S62°30'55"E, 95.26 feet;
 3. thence along a non tangent curve to the right, from a radial line that bears N37°25'53"E, having a radius of 200.00 feet through a central angle of 5°38'38" an arc length of 19.70 feet;
 4. thence S46°55'29"E, 199.87 feet;
 5. thence along a tangent curve to the right having a radius of 350.00 feet through a central angle of 12°16'28" an arc length of 74.98 feet;
 6. thence along a reverse curve having a radius of 350.00 feet through a central angle of 12°16'28" an arc length of 74.98 feet;
 7. thence S46°55'29"E, 198.27 feet to the Point of Beginning.

Containing 1.83 acres, more or less.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

Edward A. Krumel
Registered Professional Engineer

Date

9/23/08



I hereby certify the foregoing to be a true and correct copy of the original on file with the court.

Dated: *9/23/08*

Clerk of the Superior Court

BY: *F. Huo*



Figure 1
Aerial Project View



Figure 2
Elements of St. Helena Flood Protection and Restoration Project



Figure 3
Statewide Project Reach Map

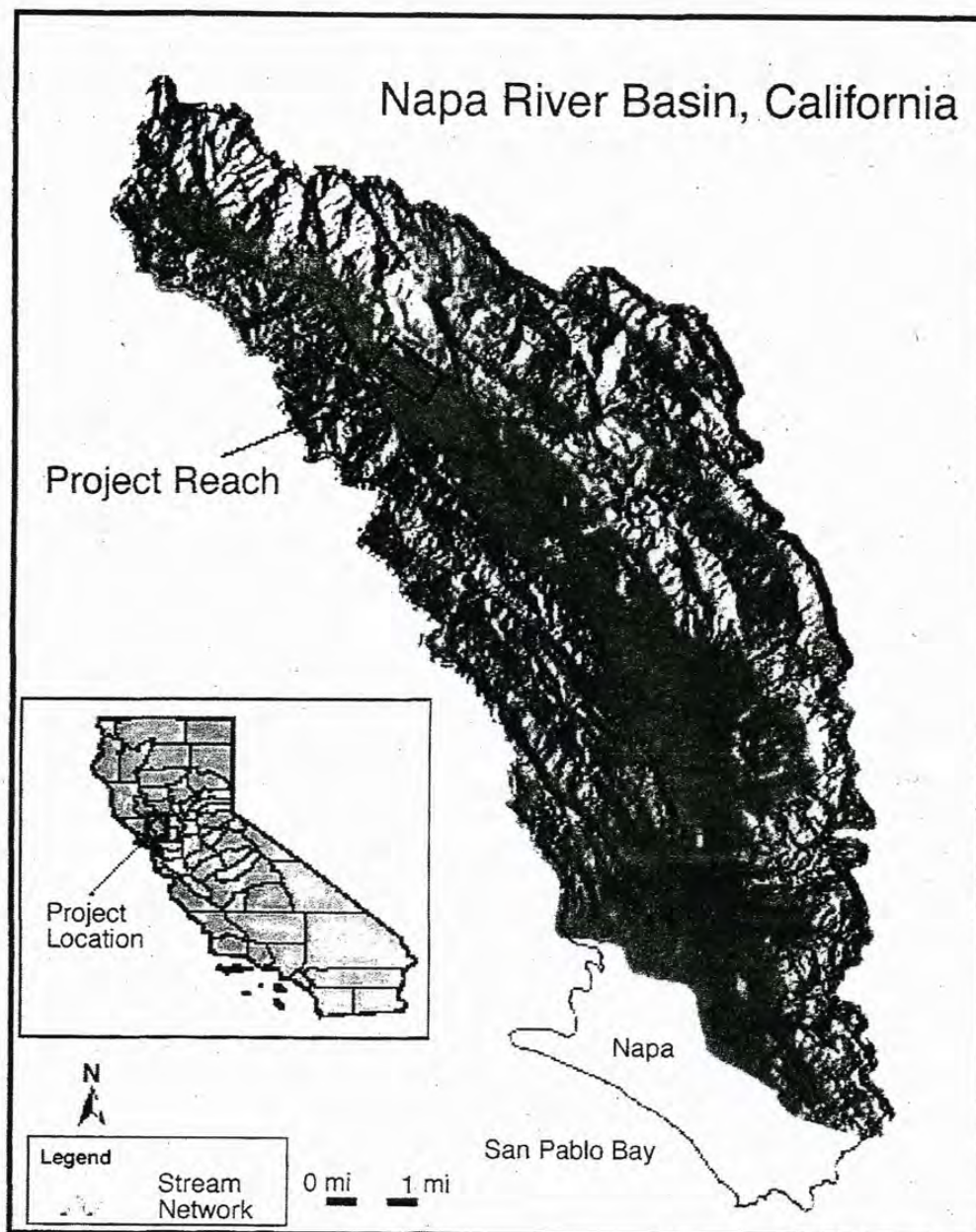
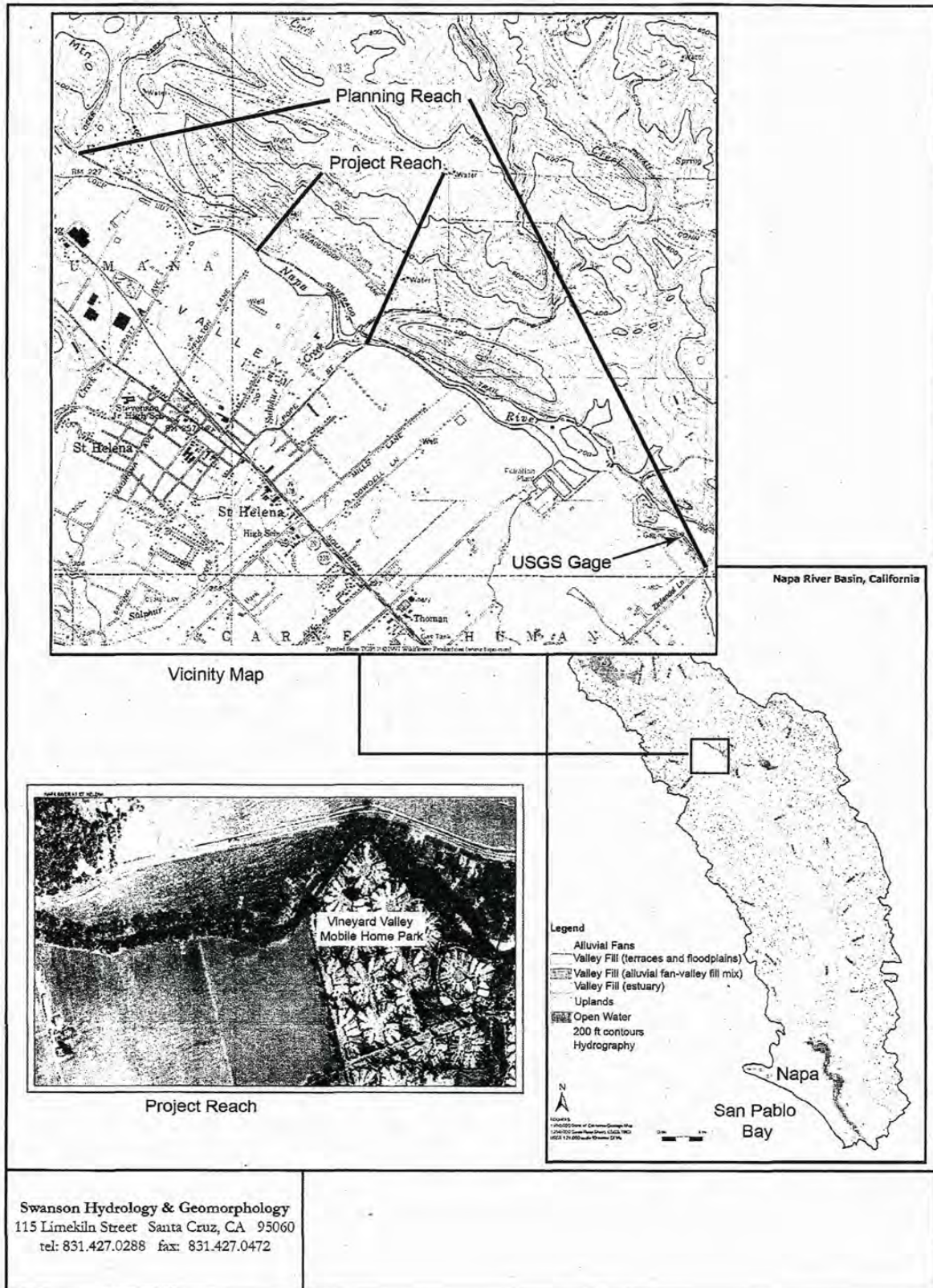
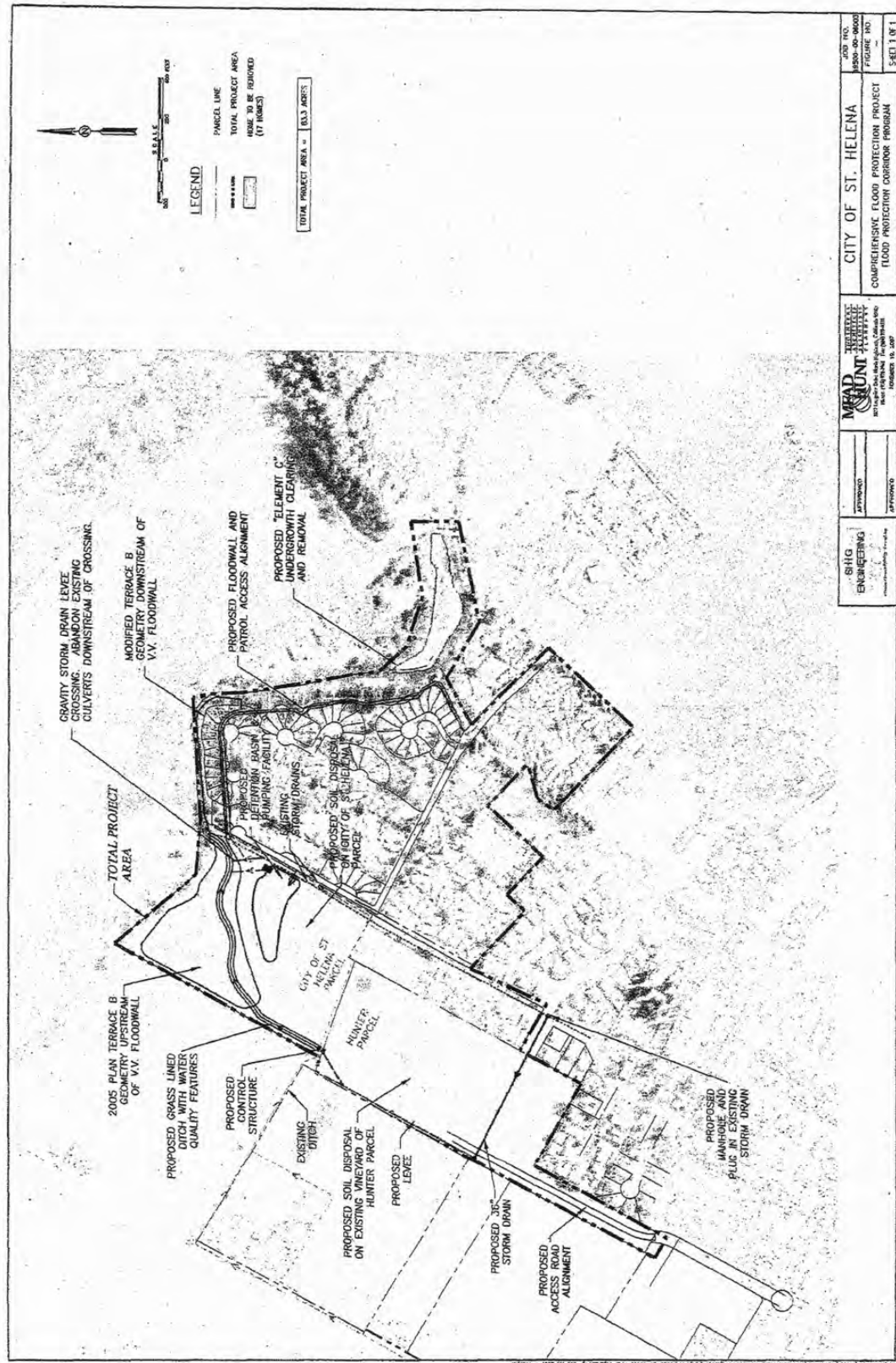
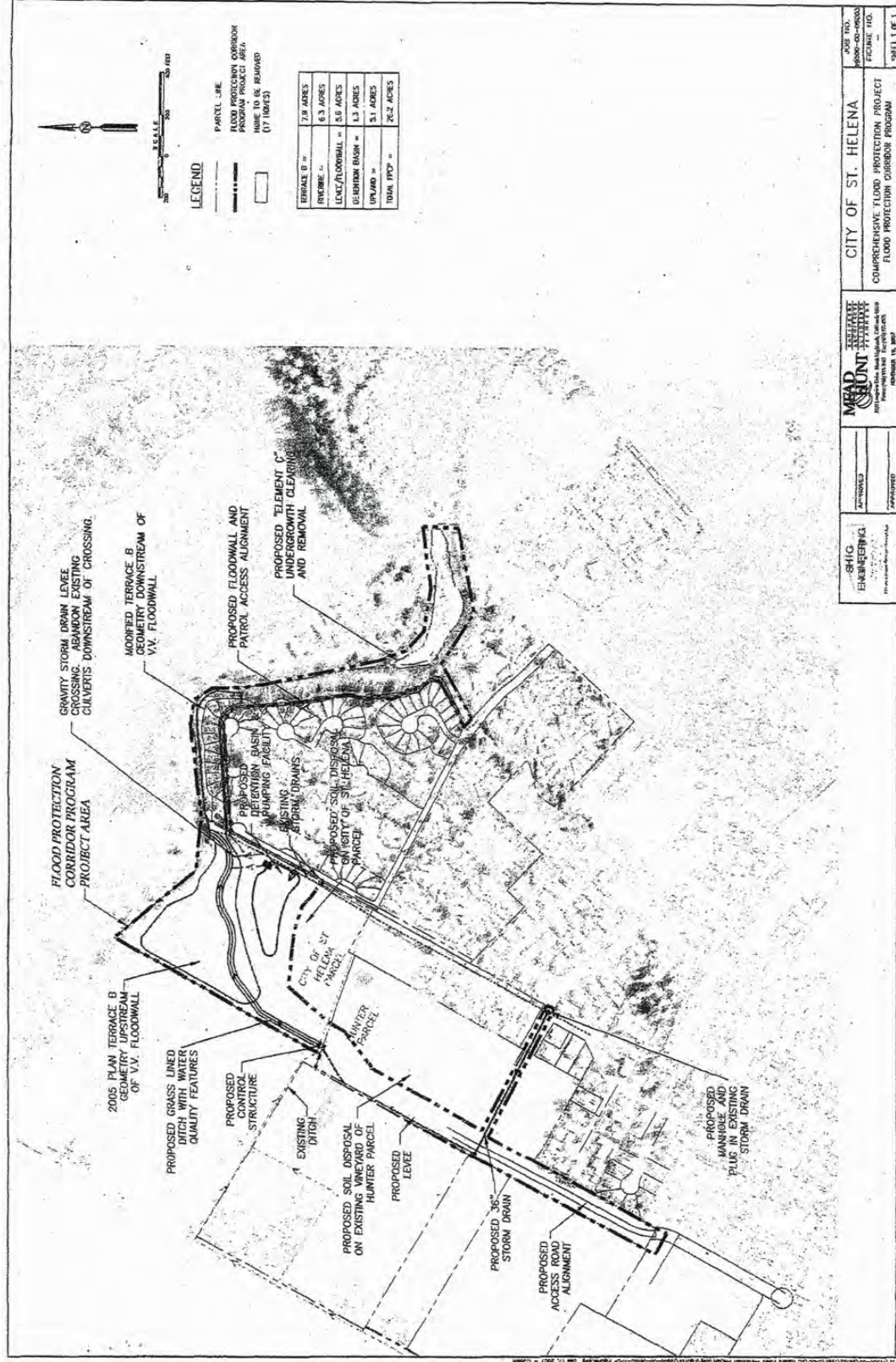


Figure 4
Project Vicinity Map







Attachment 4

Exhibit C – Scope of Work

SAP Contract No. 4600009016

Exhibit C

City of St. Helena Flood Protection Corridor Program Grant Scope of Work

May 1, 2009

1. Background

1.1 Project Name: St. Helena Flood Protection and Flood Corridor Restoration Project

1.2 Project Location: St. Helena, California

1.3 Overall Project Description: The City of St. Helena Flood Protection and Flood Corridor Restoration Project will protect 468 existing mobile homes, single-family dwellings, and low-income multifamily units from flood damage caused by the Napa River overflow through the incorporated City of St. Helena in Napa County. This multi-objective project will provide flood damage reduction through restoration and re-establishment of the natural floodplain along the project creek frontage; construction of setback levees and overflow basins for transitory storage; and the re-creation and restoration of a natural floodway corridor. It will restore more than 8 acres of high quality riparian forest and shoreline habitat for fish, terrestrial and wildlife habitat on the Napa River. The Napa River is listed by the EPA as an impaired waterway and by National Marine Fisheries Service as an important steelhead and salmon recovery tributary of the San Francisco Bay Estuary. The project will also allow residents to view and access this presently inaccessible reach of the Napa River. The total project cost is estimated to be \$30,725,553.

The overall Project is funded by a variety of sources including:

- Napa County Flood Protection and Watershed Improvement Sales Tax proceeds (Measure A)
- FEMA Hazard Mitigation Grant Funds from Governor's Office of Emergency Services
- State Water Quality Control Board State Revolving Fund (SRF) loan proceeds
- Flood Protection Corridor Program Grant proceeds from DWR

These funding sources are all now committed to complete the entire Project by the close of 2010.

The overall Project includes the following elements, as shown in the enclosed Figure No. 1:

A. Floodplain Terrace the new terrace will provide over 8 acres of floodplain alongside the Napa River. This terrace will provide a wider area for floodwater conveyance and will also provide riparian habitat for numerous rare and common species.

B. Shoreline Restoration Approximately 600 feet of existing bank protection riprap and wire gabion at the Vineyard Valley Mobile Home Park (VVMHP) will be removed and the shoreline will be restored, improving habitat for steelhead, California freshwater shrimp, and critical habitat for the California red-

SAP Contract No. 4600009016

Exhibit C

legged frog, as well as for common species.

C. Levee A new setback levee will be constructed.

D. Removal of Mobile Homes Approximately 17 mobile homes have been removed to make room for a wider floodway corridor.

E. Floodwall/Bank Stabilization A new setback floodwall will be constructed to surround the remaining homes within the VVMHP. Up to 300 feet of bioengineered bank stabilization would be placed near the confluence of the Napa River and Sulphur Creek to protect a portion of the VVMHP floodwall.

F. Stormwater Management for Water Quality A detention basin and pumping facility will be placed inboard of the new levee and northwest of the existing VVMHP floodwall. The two existing storm drains will be diverted into this basin and the two existing storm drain outfalls into the Napa River will be abandoned. A drainage swale will run along the outboard edge of the new levee to filter area stormwater before entering the Napa River.

G. Vegetation Management At the southeastern end of the project area, riparian vegetation will be managed in an area referred to as "Element C" to protect critical environmental habitat and improve flood storage capacity upstream of the Pope Street Bridge.

H. Public Trail An interpretive pedestrian path will be included in the design of Terrace B to provide public access where no public access currently exists.

I. Utility Relocations/Modifications Water, sanitary sewer, gas, electrical, telephone, and cable TV utilities will be disconnected and removed in the areas of home removal for a wider flood corridor in this currently constrained and incised reach of the Napa River.

J. Adaptive Management Plan (AMP) Meeting and maintaining conditions consistent with the Project flood protection and habitat goals and performance objectives will require long-term monitoring, some maintenance (although it is a stated objective to minimize maintenance), and structural modifications to respond to changing conditions. An Adaptive Management Plan has been adopted and approved by the SF Regional Water Quality Control Board as part of the Project's Water Quality permitting. The final draft is pending California Fish and Game approval.

1.4 The Flood Protection Corridor Program Grant Components: The Flood Protection Corridor Program Grant Project includes construction of items for portions of the following overall Project components which are non-structural in nature including portions of:

- Floodplain Terrace
- Shoreline Restoration
- Bio-Technical Bank Stabilization
- Public Trail

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Exhibit C

1.5 Organization: The City has contracted with a Construction Contractor through the public bidding process to perform activities described herein. The Flood Corridor grant activities will be completed by the City under two separate subcontracts:

- Plant propagation and growing contract with California Native Plant Society and Cornflower Nursery.
- Flood project construction contract with Argonaut Constructors, with restoration activities performed by Green Vista Landscaping.

The City will perform construction management and administration for the work activities using staff employed directly by the City. The City has also contracted with several consultants to provide assistance with project implementation:

- Mead & Hunt, Inc – Project Design and Project Management Assistance Services
- Swanson Hydrology and Geomorphology – Restoration Design, Biological Monitoring, and Restoration Monitoring Services
- Kleinfelder, Inc. – Geotechnical Design, Inspection, and Testing Services
- Chaudhary & Associates – Surveying and Mapping

2 Scope of Work

2.1 Task Descriptions

Task No. 1 \$10,000– Project Management and Funding Administration. The City's project management and funding administration activities related to the Flood Corridor will be completed under this task. Amounts in excess of \$10,000 will be funded by the City. The proposed project management and funding administration activities will include:

- Preparation of Funding Reimbursement Requests.
- Preparation of Quarterly Reports, including summary of activities and tasks performed, planned activities for next quarter, schedule updates, and a fiscal summary.
- Preparation of Final Report, including summary of activities performed and final fiscal report.

Task No. 1 Deliverables – The proposed deliverables for this task include:

- Reimbursement requests
- Quarterly Reports
- Final Report

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Exhibit C

Task No. 2 \$1,772,800– Floodplain Terrace Construction: Floodplain terrace construction will include the activities described in the following subtasks.

Subtask No. 2.1 – Terrace Grading. Excavate floodplain terrace in two phases and install temporary and permanent stabilization measures. This subtask includes excavation, grading, and stabilization activities. The current plan is to perform the majority of the mass excavation during the first year of construction, provide temporary stabilization during winter months, and complete the final grading and replanting activities in the second year of construction. The material from excavation will be off hauled for use in construction of other project features. Slope stabilization, to be installed in the second phase, will include placement of turf reinforcement mat along upstream slope (entrance) of terrace excavation, placement of slope protection fabric on remaining side slopes of terrace excavation, and installing buried stone setback from the streambed for slope stabilization. As a water quality improvement measure, urban storm water runoff, which currently outfalls directly into the river will be rerouted through grass lined swales to be constructed in the terrace areas. The swale construction will involve installation of a number of weirs creating a series of pools and riffles. The proposed floodplain terrace grading activities will include:

- Stripping - Phase 1 – Stripping and disposal of heavy growth of crops, grasses, weeds, and other vegetative matter from surfaces to be excavated.
- Terrace Excavation - Phase 1 – Excavation and off haul of soil material within the limits of the constructed terrace.
- Erosion Control Seeding - Phase 1 – Seeding applied to disturbed areas to prevent damage caused by erosive forces.
- Stripping - Phase 2 – Stripping and disposal of heavy growth of crops, grasses, weeds, and other vegetative matter from surfaces to be excavated.
- Terrace Excavation - Phase 2 – Excavation and off haul of soil material within the limits of the constructed terrace.
- Slope Protection Fabric – Installation of biodegradable erosion control fabric over disturbed slopes.
- Turf Reinforcing Mat – Installation of synthetic turf reinforcement mat and anchor system over the excavated floodplain transition slope.
- Stone Protection – Installation of rock slope protection on constructed slopes and channels exposed to erosive forces.
- Weir Construction – Installation of boulder grade control structures within constructed channels.

Subtask No. 2.1 Deliverables – The proposed deliverables for this subtask include:

- Schedule of Values for activities described above.

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Exhibit C

- Monthly Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Subtask No. 2.2 – Terrace Restoration Planting. Implement floodplain terrace restoration planting and maintenance. City has contracted with restoration nurseries to collect native plant seeds and grow plants required for restoration activities. Plants will be provided to the restoration contractor who is a subcontractor to the City's general contractor for this work. Planting will be performed after finish grading activities are completed. Plantings will be maintained through the use of a temporary irrigation system that will be installed at the time of planting and will utilize water from the City's agricultural well on an adjacent property. The restoration contract contains requirements for the restoration contractor to provide maintenance for up to a 16 month maintenance period. The proposed floodplain terrace restoration planting activities will include:

- Contract Grow – Reservation of seeds and plants required for terrace restoration activities.
- Planting – Planting activities include the following items of work:
 - Treepot Container Planting
 - Deepot Container Planting
 - Tree Band Container Planting
 - Bare Root Planting
 - Willow Stake Planting
- Seeding – Seeding of permanent ground cover to protect the disturbed areas from damage.
- Irrigation System Installation – Installation of the complete temporary irrigation system for the establishment of plantings, including drip and overhead components.
- Restoration Planting Maintenance – Maintenance activities include:
 - Irrigation Events
 - Weeding Events
- Progress Observation and Staged Acceptance Inspections – Periodic inspections.

Subtask No. 2.2 Deliverables – The proposed deliverables for this subtask include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Maintenance Period Progress Reports.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 3 \$306,800– Shoreline Restoration: Construct shoreline restoration features along bank of the Napa River. The proposed shoreline restoration activities will include the following services:

- Dewatering – Installation of maintenance and temporary measures to remove surface and groundwater from the construction areas.

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Exhibit C

- Log Structures – Installation of log habitat structures along the shoreline, including rock anchor systems.

Task No. 3 Deliverables – The proposed deliverables for this task include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 4 \$910,400– Bio-Technical Bank Stabilizations: Perform bank stabilization activities at the confluence of the Napa River and Sulphur Creek. The proposed bio-technical bank stabilization activities will include:

- Dewatering – Installation of maintenance and temporary measures to remove surface and groundwater from the construction areas.
- Floodwall Type B Construction – Installation of a concrete floodwall supported by drilled and cast-in-place concrete piers.
- Slope Protection Fabric – Installation of biodegradable erosion control fabric over disturbed slopes.
- Log Structures – Installation of log habitat structures along the shoreline, including rock anchor systems.
- Stone Protection - Installation of rock slope protection on constructed slopes and channels exposed to erosive forces.
- Streambed Substrate – Import and placement of sands, gravels, and cobble as backfill within stone protection or as a channel liner on constructed surfaces exposed to erosive forces.

Task No. 4 Deliverables – The proposed deliverables for this task include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 5 \$100,000– Public Trail: Construct interpretive pedestrian path to provide public access to the Napa River at the restored floodplain terrace. The proposed public trail construction activities will include:

- Interpretive Trail – Construction of an aggregate base and chip seal pathway to provide pedestrian access to the Napa River.
- Access control and signage – Installation of signage and a post and cable fence to restrict public access from the adjacent private properties.

Task No. 5 Deliverables – The proposed deliverables for this task include:

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Exhibit C

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 6 – Adaptive Management and Maintenance: The City is responsible for adaptive management and maintenance activities which will begin upon completion of the restoration contractor's maintenance period. The objective is to evaluate success of restoration efforts and implement changes through maintenance activities that will enhance the value of restoration features. Inspections will be performed on an annual basis for a period of three years following completion of the restoration contractor's maintenance period. Ongoing maintenance will continue for a period of 10 years or until restoration areas are self-sustaining. The proposed adaptive management and maintenance activities will include:

- Annual inspections and reporting
- Maintenance activities by City staff to comply with adaptive management recommendations from annual inspections

Task No. 6 Deliverables – The proposed deliverables for this task include:

- Annual reports (5).
- Implementation of remedial maintenance actions needed to protect and preserve project benefits.

2.2 Scope of Work Assumptions

The following assumptions were made during development of the scope of work.

- The construction contract is a unit price basis and payment for bid items will be based upon final quantities.
- Construction management and inspection activities will be provided by the City.
- Restoration monitoring activities related to Flood Protection Corridor Grant items and performed by the City's restoration specialists will be reimbursed on an actual cost basis.
- Reimbursement for various items of work may be shifted between tasks, provided overall Grant Limit is not exceeded.

3.0 Preliminary Project Schedule

A detailed proposed construction schedule is included in this scope of work. The major completion milestones for Flood Protection Corridor Grant are summarized below:

Major Completion Milestones:

- Phase 1 Floodplain Terrace Mass Grading – August 1, 2009
- Phase 1 Floodplain Terrace Temporary Stabilization – October 16, 2009
- Dewatering and Removal Shoreline Hardening – August 1, 2010

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Exhibit C

- Complete Floodplain Terrace Mass Grading – May 20, 2010
- Completion of Phase 2 Flood Plain Terrace excavation – July 1, 2010
- Bio-Technical Bank Stabilization – October 13, 2010
- Public Trail Opening – November 1, 2010
- Complete Vegetation Maintenance Period – June 1, 2012

4.0 Budget Estimate

A detailed budget is included as Exhibit D. Cost sharing of the components of the Flood Protection Corridor Program Grant will be based upon a schedule of values prepared by the City upon which Contractor's bid has been based. Bid items will be supplemented by schedule of values as required to document completion of activities to be reimbursed. The Contractor will be eligible for reimbursement based upon progress payment applications on a monthly basis. Payment will be limited to 90% until completion of remaining contract activities and final release. Application for grant reimbursement of 10% retention for individual activities will be based upon the completion of deliverables for each individual task.

Construction Schedule

Proposed Construction Schedule for the St. Helena Flood Protection and Flood Corridor Restoration Project

June 2010

	May	June	July	August	September	October	November	December
2009	Mobilization, start storm drain bypass, water line installation	Start levee construction, continue storm bypass, finish water line	continue levee construction, cultural resources discovery, excavate terraces	continue with terrace excavation, and cultural resources	finish levee, start floodwall, ongoing ground densification	start pump station, complete floodwall, finish ground densification	continue pump station, grade around pump station, build fence around pumps	install pumps, welded pipes, finish pump station, testing
2010	wait for weather, start excavation along Sulphur Creek, install SWPPP fence, ground densification resumes	ground densification, flood wall along Sulphur Creek, begin grading Upper Terrace B, prepare for extensive landscaping of Terrace B	continue flood wall, continue plantings in Terrace B, excavate lower Terrace B, begin in water activity, streambed restoration, and habitat restoration	continue habitat restoration, streambed restoration, continue de-watering, continue flood wall, continue ground densification, continue plantings in upper terrace B	Install plants and trees in terraces, install environmental features, including salvaged trees and boulders, hummoks, coir pillows, live fascine and willows along stream. Complete in water activities	Finish ground densification, finish floodwall, restore residential yards, irrigation, and lighting, install access and maintenance road	Finish all irrigation details, floodwall sealing, re-seed entire area, clean up, install SWPPP measures, and prepare for winter	demobilization, completion of unresolved construction issues, and contract administration issues, look for new job.

Attachment 5

Exhibit D – Budget

City of St. Helena Comprehensive Flood Protection Project DWR Grant Items - Opinion of Probable Costs October, 13 2009							
Item	Spec	Description	Quantity	Units	Unit Cost	Cost Adj	Phase II updated
1		Project Management					10,000
2	2110	Terrace Construction					
2	2110	2110 Clearing and Grubbing	7	AC	2500	1	17,750
2	2225	2225 Grading	1	LS	876915	1	876,915
3,4	2272	2272 Log Structures	21769	CY	10	1	217,690
3,4	2272	2272 Log Structures	6369	CY	25	1	159,225
3,4	2272	2272 Log Structures	1	LS	80990	1	80,990
3,4	2272	2272 Log Structures	12	EA	2000	1	24,000
3,4	2272	2272 Log Structures	12	EA	250	1	3,000
3,4	2272	2272 Log Structures	46	EA	200	1	9,200
3,4	2272	2272 Log Structures	13	EA	1000	1	13,000
3,4	2272	2272 Log Structures	13	EA	250	1	3,250
3,4	2272	2272 Log Structures	208	EA	55	1	11,440
3,4	2272	2272 Log Structures	52	EA	200	1	10,400
3,4	2272	2272 Log Structures	6	EA	250	1	1,500
3,4	2272	2272 Log Structures	24	EA	200	1	4,800
2,4	2207	2207 Streambed Substrate	1	LS	186355	1	186,355
2,4	2207	2207 Streambed Substrate	1341	TON	35	1	46,935
2,4	2207	2207 Streambed Substrate	126	TON	35	1	4,410
2,4	2207	2207 Streambed Substrate	682	TON	35	1	23,870
2,4	2207	2207 Streambed Substrate	208	TON	35	1	7,280
2,4	2207	2207 Streambed Substrate	1700	TON	45	1	76,500
2,4	2207	2207 Streambed Substrate	608	TON	45	1	27,360
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	1	LS	502320	1	502,320
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	5872	CY	25	1	146,800
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	3204	SY	5	1	16,020
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	2765	CY	50	1	138,250
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	2765	CY	30	1	82,950
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	921	CY	15	1	13,815
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	3108	CY	15	1	46,620
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	2764	CY	10	1	27,640
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	264	CY	20	1	5,280
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	264	CY	30	1	7,920
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	264	CY	30	1	7,920
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	79	CY	15	1	1,185
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	264	CY	10	1	2,640
2	2270	2270 Weirs	1	LS	98460	1	98,460
2	2270	2270 Weirs	1168	CY	25	1	29,200
2	2270	2270 Weirs	856	SY	5	1	4,280
2	2270	2270 Weirs	355	CY	80	1	28,400
2	2270	2270 Weirs	355	CY	40	1	14,200
2	2270	2270 Weirs	426	CY	15	1	6,390
2	2270	2270 Weirs	31	CY	120	1	3,720
2	2270	2270 Weirs	106	CY	15	1	1,590
2	2270	2270 Weirs	1168	CY	10	1	11,680
2	2202	2202 Turf Reinforcement Mat	6733	SY	22	1	148,126
2	2201	2201 Slope Protection Fabric	10768	SY	8	1	86,144
2	1501	1501 SWPPP Development	1	LS	5000	1	5,000
2	1501	1501 SWPPP Implementation	1	LS	113250	1	113,250
2	1501	1501 Terrace Temporary Fence (Type ESA)	2500	LF	10	1	25,000
2	1501	1501 Terrace Silt Fence	1750	LF	15	1	26,250
2	1501	1501 Temporary Outlet Protection Structure	1	LS	20000	1	20,000
2	1501	1501 Sampling and Analysis	1	LS	3500	1	3,500
2	1501	1501 Temporary Check Dams	1	LS	4000	1	4,000
3,4	2140	2140 Terrace Coir Roll	3050	LF	10	1	30,500
3,4	2140	2140 Dewatering	1	LS	316000	1	316,000
3,4	2140	2140 Cofferdam Structure Rental	1	LS	200000	1	200,000
3,4	2140	2140 Clearing, Access, Loading, Offloading	1	LS	20000	1	20,000
3,4	2140	2140 Cofferdam Installation and Removal	1	LS	30000	1	30,000
3,4	2140	2140 Lifting Rig Installation and Removal	1	LS	2500	1	2,500
3,4	2140	2140 Sand Bags	1700	EA	5	1	8,500
3,4	2140	2140 Dewatering	1	LS	50000	1	50,000
3,4	2140	2140 Temporary Sediment Basin for Pumping	1	EA	5000	1	5,000
2	2950	2950 Terrace Planting	1	LS	121714	1	121,714
2	2950	2950 Contract Grow	1	LS	266875	1	266,875
2	2950	2950 Planting	666	27	1	1	17,982
2	2950	2950 Treepot Container Planting	6830	17	1	1	116,110
2	2950	2950 Oeopot Container Planting	32959	3	1	1	98,877
2	2950	2950 Tree Band Container Planting	1657	5	1	1	8,285
2	2950	2950 Bare Root Planting	366	20	1	1	7,320
2	2950	2950 Willow Stake Planting	395	30	1	1	11,850
2	2950	2950 Live Fascine	257	25	1	1	6,425
2	2932	2932 Seeding	1	LS	24089	1	24,089
2	2932	2932 Erosion Control Seeding	1.1	AC	1500	1	1,650
2	2932	2932 Native Seeding	5	AC	4500	1	22,500
2	2810	2810 Irrigation	1	LS	311344	1	311,344
2	2810	2810 Point of Connection	1	EA	1000	1	1,000
2	2810	2810 Controller	1	EA	6000	1	6,000
2	2810	2810 Gate Valves	3	EA	800	1	2,400
2	2810	2810 Flow Sensor	1	EA	600	1	600
2	2810	2810 Filter Assembly	1	EA	1000	1	1,000
2	2810	2810 Remote Control Valves	40	EA	500	1	20,000
2	2810	2810 Quick Coupler: Valves	19	EA	250	1	4,750
2	2810	2810 Main Line Pipe	3758	LF	8	1	30,064
2	2810	2810 Bubbler Irrigation Zone	36	EA	6500	1	234,000
2	2810	2810 Sprinkler Irrigation Zone	6	EA	2500	1	15,000
5		Pathway					100,000
Total Direct Construction Cost : 5							3,100,000

City of St. Helena
Comprehensive Flood Protection Project
Ex D. DWR Grant Items - Detailed Budget
October , 13 2009

Task #	Subtask	Task	Task Description	Amount
1		Project Administration	Preperation of reports, invoices and general overhead	\$10,000
2		Floodplain Terrace Construction	Terrace Grading and Restorative Planting	\$1,772,800
	2.1	Floodplain Terrace Grading	Stripping phase 1, Terrace Excavation phase 1, Erosion control seeding, Stripping phase 2, Terrace Excavation phase 2, Slope Protecetion fabric, Turf Reinforcing Mat, Stone Protection, Weir Construction	
	2.2	Floodplain Terrace Planting	Contract grow, Planting-various types, seeding- ground cover, Irrigation installation, maintenance- irrigation and weeding, periodic inspections	
3		Shoreline Restoration	Temporary and maintenance dewatering, log structure installation	\$306,800
4		Bio- Technical Bank Stabilization	Temporary and maintenance dewatering, Floodwall type B Construction, Slope protection fabric, Log Structures installation, Stone protection, Streambed substrate installation	\$910,400
5		Public Trail	Construction, access control, interpretive signs	\$100,000
6		Adaptive Management and Maintenance	Annual Inspections and Maintenance	
Total DWR Grant Cost				\$3,100,000
Cost Sharing:				
		FEMA Hazard Mitigation Grant from the Office of Energy Services		\$3,287,553
		State Water Quality Control Board Revolving Fund (SRF) loan proceeds		\$9,100,000
		Measure A -Napa County Flood Protection and Watershed Improvement Sales Tax proceeds		\$15,238,000
		Total Project Cost		\$30,725,553

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

Attachment 3

Warrant #	Date	Vendor	Amount	Purpose/Category	Measure A	FEMA Hazard Mitigation Grants	SRF	Unassigned	DWR Grant	FEMA - Payback Items
52482	10/19/2006	A. Alfred & Susan Fox	\$ 1,650.00	Relocation Assistance - 23 Redondo Ct	\$ 1,650.00					
52917	11/30/2006	A. Alfred & Susan Fox	\$ 272.50	Relocation Assistance - 23 Redondo Ct	\$ 272.50					
39457	3/6/2003	Albion Surveys, Inc	\$ 4.50	Blackline Prints	\$ 1.13	\$ 3.38				
45536	11/10/2004	Albion Surveys, Inc	\$ 2,419.00	Surveyor for Land Aquisition - VVMHP	\$ 604.75	\$ 1,814.25				
45632	11/19/2004	Albion Surveys, Inc	\$ 505.00	Surveyor for Land Aquisition - VVMHP	\$ 126.25	\$ 378.75				
46373	2/15/2005	Albion Surveys, Inc	\$ 62.08	Surveyor for Land Aquisition - VVMHP	\$ 15.52	\$ 46.56				
47664	7/8/2005	Albion Surveys, Inc	\$ 98.50	Land Acquisition Documentation	\$ 24.63	\$ 73.88				
48468	9/23/2005	Albion Surveys, Inc	\$ 225.00	Land Acquisition Documentation	\$ 56.25	\$ 168.75				
48771	10/21/2005	Albion Surveys, Inc	\$ 2,220.00	Land Acquisition Documentation	\$ 555.00	\$ 1,665.00				
49060	11/18/2005	Albion Surveys, Inc	\$ 195.00	Land Acquisition Documentation	\$ 48.75	\$ 146.25				
47941	7/29/2005	Alta Engineering	\$ 14,026.25	Construction Mgmt Svcs	\$ 3,506.56	\$ 10,519.69				
50329	3/31/2006	Alta Engineering	\$ 5,825.00	Construction Mgmt Svcs	\$ 1,456.25	\$ 4,368.75				
50976	6/9/2006	Alta Engineering	\$ 21,695.00	Construction Mgmt Svcs	\$ 5,423.75	\$ 16,271.25				
52615	11/2/2006	Alta Engineering (Glenele Oberrich)	\$ 11,362.50	Professional Services: Construction Management Services	\$ 2,840.63	\$ 8,521.88				
52854	11/21/2006	Alta Engineering (Glenele Oberrich)	\$ 21,550.00	Professional Services: Construction Management Services	\$ 5,387.50	\$ 16,162.50				
53815	2/22/2007	Alta Engineering (Glenele Oberrich)	\$ 19,462.50	Professional Services: Construction Management Services	\$ 4,865.63	\$ 14,596.88				
54575	4/26/2007	Alta Engineering (Glenele Oberrich)	\$ 13,925.00	Professional Services: Construction Management Services	\$ 3,481.25	\$ 10,443.75				
54954	5/31/2007	Alta Engineering (Glenele Oberrich)	\$ 17,207.50	Professional Services: Construction Management Services	\$ 4,301.88	\$ 12,905.63				
55322	7/5/2007	Alta Engineering (Glenele Oberrich)	\$ 13,671.02	Professional Services: Construction Management Services	\$ 3,417.76	\$ 10,253.27				
56599	10/11/2007	Alta Engineering (Glenele Oberrich)	\$ 34,363.75	Professional Services: Construction Management Services	\$ 18,455.33	\$ 15,908.42				
58863	4/24/2008	Alta Engineering (Glenele Oberrich)	\$ 16,175.00	Professional Services: Construction Management Services	\$ 16,175.00					
70989	4/15/2009	Amy L. Valukevich	\$ 509.65	Legal Services: City Attorney	\$ 509.65					
71322	5/13/2009	Amy L. Valukevich	\$ 136.00	Legal Services - VVMHP Litigation				\$ 136.00		
71322	5/13/2009	Amy L. Valukevich	\$ 2,457.28	Legal Services: City Attorney	\$ 2,457.28					
71594	6/10/2009	Amy L. Valukevich	\$ 1,020.00	Legal Services - VVMHP Litigation				\$ 1,020.00		
71594	6/10/2009	Amy L. Valukevich	\$ 158.73	Legal Services: City Attorney	\$ 158.73					

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72017	7/22/2009	Amy Valukevich	\$ 9,741.00	Litigation Costs - missing receipts	\$ 9,741.00					
72272	8/12/2009	Amy Valukevich	\$ 2,120.09	Legal Fees: City Attorney	\$ 2,120.09					
72764	9/23/2009	Amy Valukevich	\$ 5,877.14	Legal Fees: City Attorney	\$ 5,877.14					
73353	11/19/2009	Amy Valukevich	\$ 3,924.16	Legal Fees: City Attorney	\$ 3,924.16					
74314	2/23/2010	Amy Valukevich	\$ 1,683.50	Legal Fees: City Attorney	\$ 1,683.50					
72061	7/29/2009	Argonaut Construction (#2)	\$ 690,847.24	Construction: VVMHP Flood Project	\$ 64,005.87		\$ 626,841.37			
72308	8/19/2009	Argonaut Construction (#3)	\$ 608,543.68	Construction: VVMHP Flood Project			\$ 608,543.68			
72705	9/23/2009	Argonaut Construction (#4R)	\$ 446,839.94	Construction: VVMHP Flood Project	\$ 36,544.07		\$ 356,295.87		\$ 54,000.00	
72977	10/19/2009	Argonaut Construction (#5)	\$ 808,546.83	Construction: VVMHP Flood Project	\$ 32,691.68		\$ 771,105.15		\$ 4,750.00	
73365	11/23/2009	Argonaut Construction (#6)	\$ 179,506.41	Construction: VVMHP Flood Project	\$ 28,973.37		\$ 134,970.04		\$ 15,563.00	
73640	12/29/2009	Argonaut Construction (#7R)	\$ 133,665.52	Construction: VVMHP Flood Project	\$ 20,000.00		\$ 113,665.52			
73951	1/27/2010	Argonaut Construction (#8R)	\$ 59,545.80	Construction: VVMHP Flood Project			\$ 59,545.80			
74609	3/25/2010	Argonaut Construction (#9)	\$ 104,744.57	Construction: VVMHP Flood Project	\$ 63,390.80		\$ 12,445.77		\$ 28,908.00	
75250	6/8/2010	Argonaut Construction (#10 10R)	\$ 199,024.10	Construction: VVMHP Flood Project			\$ 199,024.10		\$ 114,360.00	
75625	7/14/2010	Argonaut Construction (#11R)	\$ 692,641.30	Construction: VVMHP Project	\$ 119,151.80		\$ 573,489.50		\$ 493,200.00	
76016	8/19/2010	Argonaut Construction (#12)	\$ 543,003.79	Construction: VVMHP Project			\$ 543,003.79		\$ 484,596.00	
76588	10/13/2010	Argonaut Construction (#13)	\$ 608,980.55	Construction: VVMHP Project	\$ 51,198.69		\$ 557,781.86		\$ 418,330.00	
76877	11/10/2010	Argonaut Construction (#14)	\$ 417,314.48	Construction: VVMHP Project	\$ 54,267.08		\$ 363,047.40		\$ 187,323.00	
77085	12/1/2010	Argonaut Construction (#15)	\$ 342,184.50	Construction: VVMHP Project			\$ 342,184.50		\$ 168,935.00	
77585	1/24/2011	Argonaut Construction (#16)	\$ 458,390.82	Construction: VVMHP Project	\$ 35,956.65		\$ 422,434.17		\$ 251,162.00	
77962	3/9/2011	Argonaut Construction (#17)	\$ 75,278.60	Construction: VVMHP Project	\$ 242.28		\$ 27,680.95	\$ 10,743.31	\$ 36,612.06	
79873	9/29/2011	Argonaut Construction (final)	\$ 23,142.01	Construction: Levee at VVMHP				\$ 23,142.01		
82260	6/13/2012	Argonaut Construction	\$ 175,000.00	Settlement Agreement				\$ 175,000.00		
75568	11/19/2009	Argonaut Construction/Wells Fargo Bank (Ret 1-4)	\$ 205,750.65	Construction: Retention for Argonaut Construction (escrow Account)			\$ 183,560.13	\$ 22,190.52		
73359	11/19/2009	Argonaut Construction/Wells Fargo Bank (Ret 5)	\$ 89,838.54	Construction: Retention for Argonaut Construction (escrow Account)			\$ 85,678.35	\$ 4,160.19		
73634	12/16/2009	Argonaut Construction/Wells Fargo Bank (Ret 6)	\$ 19,945.16	Construction: Retention for Argonaut Construction (escrow Account)			\$ 14,996.67	\$ 4,948.49		
73635	12/16/2009	Argonaut Construction/Wells Fargo Bank (Ret 7)	\$ 14,851.72	Construction: Retention for Argonaut Construction (escrow Account)				\$ 14,851.72		
74000	1/27/2010	Argonaut Construction/Wells Fargo Bank (Ret 8)	\$ 6,616.20	Construction: Retention for Argonaut Construction (escrow Account)				\$ 6,616.20		
74750	4/7/2010	Argonaut Construction/Wells Fargo Bank (Ret 9)	\$ 11,638.29	Construction: Retention for Argonaut Construction (escrow Account)	\$ 1,140.76		\$ 10,497.53			
75299	6/8/2010	Argonaut Construction/Wells Fargo Bank (Ret 10)	\$ 12,113.79	Construction: Retention for Argonaut Construction (escrow Account)				\$ 12,113.79		

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75996	8/11/2010	Argonaut Construction/Wells Fargo Bank (Ret 11)	\$ 76,960.14	Construction: Retention for Argonaut Construction (escrow Account)				\$ 76,960.14		
76336	9/14/2010	Argonaut Construction/Wells Fargo Bank (Ret 12)	\$ 65,528.31	Construction: Retention for Argonaut Construction (escrow Account)				\$ 65,528.31		
76416	9/22/2010	Argonaut Construction/Wells Fargo Bank (Ret 10)	\$ 10,000.00	Construction: Retention for Argonaut Construction (escrow Account)				\$ 10,000.00		
76754	10/20/2010	Argonaut Construction/Wells Fargo Bank (Ret 13)	\$ 67,664.51	Construction: Retention for Argonaut Construction (escrow Account)				\$ 67,664.51		
76945	11/10/2010	Argonaut Construction/Wells Fargo Bank (ret 14)	\$ 46,368.28	Construction: Retention for Argonaut Construction (escrow Account)				\$ 46,368.28		
77128	12/1/2010	Argonaut Construction/Wells Fargo Bank (ret 15)	\$ 38,020.50	Construction: Retention for Argonaut Construction (escrow Account)				\$ 38,020.50		
77575	1/20/2011	Argonaut Construction/Wells Fargo Bank (ret 16)	\$ 50,932.31	Construction: Retention for Argonaut Construction (escrow Account)				\$ 50,932.31		
78066	3/9/2011	Argonaut Construction/Wells Fargo Bank (ret 17)	\$ 8,364.29	Construction: Retention for Argonaut Construction (escrow Account)				\$ 8,364.29		
71710	6/24/2009	Argonaut Construction (#1)	\$ 105,525.00	Construction: VVMHP Project			\$ 105,525.00			
84014	1/23/2013	Army Corps Of Engineers	\$ 22,624.03	Initial Matching Funds for Feasability Study				\$ 22,624.03		
43659	5/5/2004	ASAP Messenger Service	\$ 131.00	Shipment/Delivery: CEQA documents				\$ 131.00		\$ 131.00
45470	11/4/2004	Associated Right of Way Services Inc	\$ 7,815.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 1,953.75	\$ 5,861.25				
45867	12/10/2004	Associated Right of Way Services Inc	\$ 7,890.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 1,972.50	\$ 5,917.50				
46051	1/7/2005	Associated Right of Way Services Inc	\$ 8,062.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,015.63	\$ 6,046.88				
46277	2/4/2005	Associated Right of Way Services Inc	\$ 8,055.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,013.75	\$ 6,041.25				
46625	3/17/2005	Associated Right of Way Services Inc	\$ 5,467.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 1,366.88	\$ 4,100.63				
46844	4/8/2005	Associated Right of Way Services Inc	\$ 10,101.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,525.31	\$ 7,575.94				
47021	4/22/2005	Associated Right of Way Services Inc	\$ 9,651.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,412.81	\$ 7,238.44				
47356	5/27/2005	Associated Right of Way Services Inc	\$ 9,065.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,266.25	\$ 6,798.75				
47584	6/24/2005	Associated Right of Way Services Inc	\$ 15,663.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 3,915.94	\$ 11,747.81				

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48155	8/19/2005	Associated Right of Way Services Inc	\$ 4,725.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 1,181.25	\$ 3,543.75				
48556	9/30/2005	Associated Right of Way Services Inc	\$ 15,166.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 3,791.56	\$ 11,374.69				
48774	10/21/2005	Associated Right of Way Services Inc	\$ 12,936.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 3,234.06	\$ 9,702.19				
49061	11/18/2005	Associated Right of Way Services Inc	\$ 20,038.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 5,009.69	\$ 15,029.06				
49389	12/22/2005	Associated Right of Way Services Inc	\$ 20,526.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 5,131.56	\$ 15,394.69				
49746	2/3/2006	Associated Right of Way Services Inc	\$ 17,223.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 4,305.94	\$ 12,917.81				
49977	2/24/2006	Associated Right of Way Services Inc	\$ 23,882.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 5,970.63	\$ 17,911.88				
50400	4/7/2006	Associated Right of Way Services Inc	\$ 28,343.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 7,085.94	\$ 21,257.81				
50621	4/28/2006	Associated Right of Way Services Inc	\$ 31,396.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 7,849.06	\$ 23,547.19				
50845	5/19/2006	Associated Right of Way Services Inc	\$ 12,485.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 3,121.25	\$ 9,363.75				
51168	6/23/2006	Associated Right of Way Services Inc	\$ 15,316.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 3,829.06	\$ 11,487.19				
51771	8/18/2006	Associated Right of Way Services Inc	\$ 28,311.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 7,077.81	\$ 21,233.44				
52053	9/15/2006	Associated Right of Way Services Inc	\$ 28,267.50	Property Aquisiton - Negotiation & Relocation Services	\$ 28,267.50					
52462	10/19/2006	Associated Right of Way Services Inc	\$ 34,111.25	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 8,527.81	\$ 25,583.44				
52705	11/9/2006	Associated Right of Way Services Inc	\$ 24,567.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 6,141.88	\$ 18,425.63				
52970	12/7/2006	Associated Right of Way Services Inc	\$ 31,307.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 7,826.88	\$ 23,480.63				
53161	12/21/2006	Associated Right of Way Services Inc	\$ 9,858.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,464.69	\$ 7,394.06				
53415	1/25/2007	Associated Right of Way Services Inc	\$ 8,558.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 2,139.69	\$ 6,419.06				

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54169	3/22/2007	Associated Right of Way Services Inc	\$ 12,180.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 3,045.00	\$ 9,135.00				
55247	6/28/2007	Associated Right of Way Services Inc	\$ 22,223.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 5,555.94	\$ 16,667.81				
55536	7/18/2007	Associated Right of Way Services Inc	\$ 2,037.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 509.38	\$ 1,528.13				
55881	8/16/2007	Associated Right of Way Services Inc	\$ 182.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 45.63	\$ 136.88				
56273	9/18/2007	Associated Right of Way Services Inc	\$ 1,320.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 330.00	\$ 990.00				
56603	10/11/2007	Associated Right of Way Services Inc	\$ 1,897.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 474.38	\$ 1,423.13				
57002	11/15/2007	Associated Right of Way Services Inc	\$ 1,163.75	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 290.94	\$ 872.81				
57462	12/27/2007	Associated Right of Way Services Inc	\$ 1,540.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 385.00	\$ 1,155.00				
57694	1/17/2008	Associated Right of Way Services Inc	\$ 1,182.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 295.63	\$ 886.88				
58023	2/14/2008	Associated Right of Way Services Inc	\$ 2,245.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 561.25	\$ 1,683.75				
58295	3/13/2008	Associated Right of Way Services Inc	\$ 907.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 226.88	\$ 680.63				
58866	4/24/2008	Associated Right of Way Services Inc	\$ 797.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 199.38	\$ 598.13				
59156	5/22/2008	Associated Right of Way Services Inc	\$ 880.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 220.00	\$ 660.00				
59538	6/26/2008	Associated Right of Way Services Inc	\$ 155.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 38.75	\$ 116.25				
60156	8/21/2008	Associated Right of Way Services Inc	\$ 220.00	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 55.00	\$ 165.00				
60477	9/18/2008	Associated Right of Way Services Inc	\$ 522.50	Professional Services: Property Acquisition - HMS, VVMHP relocation, aquistion, ROW	\$ 522.50					
72393	8/26/2009	AT&T	\$ 7.58	Communications: Conference Calls	\$ 7.58					
72599	9/9/2009	AT&T	\$ 10,133.16	Construction: Utility relocation at VVMHP	\$ 10,133.16					
76424	9/29/2010	AT&T	\$ 2,570.00	Construction: Utility relocation at Sulphur Creek/Redondo Ct			\$ 2,570.00			
76423	9/29/2010	AT&T	\$ 11,430.92	Construction: Utility relocation at VVMHP			\$ 11,430.92			

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77336	12/22/2010	AT&T	\$ 28,322.41	Construction: Utility relocation at VVMHP			\$ 28,322.41			
79578	9/1/2011	AT&T	\$ 21,572.56	Construction: Utility Relocation VVMHP	\$ 21,572.56					
73455	12/10/2009	Attorney Client Trust of Merrill, Nomura & molineaux	\$ 38,000.00	Gutherie Settlement (relocation)	\$ 38,000.00					
73454	12/10/2009	Attorney Client Trust of Merrill, Nomura & molineaux	\$ 359,000.00	Property Aquisition: Guthrie residence	\$ 359,000.00					
50221	3/17/2006	Bert Johansson	\$ 195.00	Lobbying - Federal: Travel Expenses	\$ 195.00					
71728	6/24/2009	Bert Johansson	\$ 55.65	Travel: Mileage				\$ 55.65		
42952	2/18/2004	Bert Johnsson	\$ 180.00	Lobbying - Federal: Travel Expenses	\$ 180.00					
43239	3/18/2004	Bert Johnsson	\$ 61.00	Lobbying - Federal: Travel Expenses	\$ 61.00					
34691	11/7/2001	Bioengineering Associates	\$ 500.00	Professional Services: Field Reconnaissance Napa River at VVMHP	\$ 500.00					\$ 500.00
		Bioengineering Associates	\$ 500.00	NO BACKUP				\$ 500.00		\$ 500.00
51977	9/8/2006	Blanche Doty	\$ 5,500.00	Relocation Assistance: 34 Laguna Seca	\$ 5,500.00					
52133	9/22/2006	Blanche Doty	\$ 5,500.00	Relocation Assistance: 34 Laguna Seca	\$ 5,500.00					
53439	1/25/2007	Blanche Doty	\$ 223.01	Relocation Assistance: 34 Laguna Seca	\$ 223.01					
56100	9/6/2007	Bob & Helen Bertolani	\$ 257.42	Relocation Assistance: 23 Laguna Seca	\$ 257.42					
57585	1/10/2008	Bob & Helen Bertolani	\$ 570.00	Relocation Assistance: 23 Laguna Seca	\$ 570.00					
74997	5/5/2010	Bonnie Schoch	\$ 688.71	Lobbying - Federal: Travel Expenses	\$ 688.71					
70098	1/22/2009	Bpxpress	\$ 26.83	Office Supplies: Bond Copies Fulton Storm Drain	\$ 26.83					\$ 26.83
70614	3/11/2009	Branum Tree Care, Inc	\$ 2,075.00	Construction: Tree Pruning	\$ 2,075.00					\$ 2,075.00
49703	1/27/2006	Britton Tree Services	\$ 2,125.00	Emergency Tree Removal from 1/06 Flood	\$ 2,125.00					\$ 2,125.00
72156	8/5/2009	Britton Tree Services	\$ 125.00	Tree Pruning at Del Rio Ct (VVMHP)	\$ 125.00					
71983	7/22/2009	Brown's Auto Parts	\$ 67.37	Gator LOC	\$ 67.37					
77935	3/3/2011	Bud's Welding	\$ 410.00	Construction: Deposit for Flood Gate Materials			\$ 410.00			
78584	5/12/2011	Bud's Welding	\$ 3,680.87	Construction: Construct & Install Flood Gate			\$ 3,680.87			
47552	6/17/2005	Buena Tierra Vineyards	\$ 8,922.88	Vineyard Mgmt/Land Acquisition				\$ 8,922.88		
48001	8/5/2005	Buena Tierra Vineyards	\$ 6,704.71	Vineyard Management				\$ 6,704.71		
48119	8/12/2005	Buena Tierra Vineyards	\$ 6,425.61	Vineyard Management				\$ 6,425.61		
49134	11/23/2005	Buena Tierra Vineyards	\$ 10,523.62	Vineyard Management				\$ 10,523.62		
82067	5/22/2012	Burke Williams & Sorensen LLP	\$ 18,039.59	Legal Services				\$ 18,039.59		
82117	5/30/2012	Burke Williams & Sorensen LLP	\$ 18,039.59	*Double Paid with CK 82067 Legal Fees				\$ 18,039.59		
82268	6/13/2012	Burke Williams & Sorensen LLP	\$ 8,881.48	Legal Services				\$ 8,881.48		
83049	9/13/2012	Burke Williams & Sorensen LLP	\$ 16,119.03	Legal Fees				\$ 16,119.03		
83180	10/3/2012	Burke Williams & Sorensen LLP	\$ 3,690.44	Legal Fees				\$ 3,690.44		
83524	11/15/2012	Burke Williams & Sorensen LLP	\$ 16,407.94	Legal Fees				\$ 16,407.94		
83524	11/15/2012	Burke Williams & Sorensen LLP	\$ 2,086.24	Legal Fees: City Attorney	\$ 2,086.24					

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83558	11/28/2012	Burke Williams & Sorensen LLP	\$ 1,135.16	Legal Fees: City Attorney	\$ 1,135.16					
83714	12/19/2012	Burke Williams & Sorensen LLP	\$ 9,051.36	Legal Fees				\$ 9,051.36		
83714	12/19/2012	Burke Williams & Sorensen LLP	\$ 92.04	Legal Fees: City Attorney	\$ 92.04					
83881	1/10/2013	Burke Williams & Sorensen LLP	\$ 2,648.88	Legal Fees				\$ 2,648.88		
83881	1/10/2013	Burke Williams & Sorensen LLP	\$ 951.08	Legal Fees: City Attorney	\$ 951.08					
84258	2/15/2013	Burke Williams & Sorensen LLP	\$ 757.64	Legal Fees				\$ 757.64		
84258	2/15/2013	Burke Williams & Sorensen LLP	\$ (109.72)	Legal Fees: City Attorney	\$ (109.72)					
84573	3/21/2013	Burke Williams & Sorensen LLP	\$ 6,103.24	Legal Fees				\$ 6,103.24		
84685	4/3/2013	Burke Williams & Sorensen LLP	\$ 2,381.60	Legal Fees				\$ 2,381.60		
85049	5/23/2013	Burke Williams & Sorensen LLP	\$ 13,653.64	Legal Fees				\$ 13,653.64		
85049	5/23/2013	Burke Williams & Sorensen LLP	\$ 767.00	Legal Fees				\$ 767.00		
89415	9/12/2014	Burke, Williams & Sorensen, LLP	\$ 40,375.09	Litigation				\$ 40,375.09		
89708	10/16/2014	Burke, Williams & Sorensen, LLP	\$ 26,711.67	Litigation				\$ 26,711.67		
89917	11/7/2014	Burke, Williams & Sorensen, LLP	\$ 17,688.74	Litigation				\$ 17,688.74		
90145	12/2/2014	Burke, Williams & Sorensen, LLP	\$ 1,876.20	Litigation				\$ 1,876.20		
90252	12/18/2014	Burke, Williams & Sorensen, LLP	\$ 784.68	Litigation				\$ 784.68		
90690	2/12/2015	Burke, Williams & Sorensen, LLP	\$ 116.14	Litigation				\$ 116.14		
48975	11/10/2005	CA Dept of Fish and Game	\$ 129.50	Qtrly Streambed Project Pymt	\$ 129.50					\$ 129.50
49349	12/16/2005	CA Dept of Fish and Game	\$ 6,400.00	Permit App for Flood Project	\$ 6,400.00					\$ 6,400.00
51446	7/21/2006	CA Dept of Fish and Game	\$ 6,800.00	1602 Permit Application Fees	\$ 6,800.00					\$ 6,800.00
54866	5/21/2007	CA Dept of Fish and Game	\$ 750.00	1602 Permit for Sulphur Creek/Meadowood	\$ 750.00					\$ 750.00
		CA Dept of Fish and Game								\$ 7,550.00
Wire Transfer	2/5/2008	CA Dept of Treasury	\$ 1,411,350.00	Property Acquisition: Costs per court order for Condemnation for VVMHP	\$ 1,411,350.00					
49844	2/10/2006	CA Employment Development Dept	\$ 26.00	Salary & Benefits: Unemployment Charges	\$ 26.00					\$ 26.00
50707	5/5/2006	CA Employment Development Dept	\$ 25.00	Salary & Benefits: Unemployment Charges	\$ 25.00					\$ 25.00
49832	2/10/2006	CA Stormwater Quality Assoc	\$ 250.00	Membership - J Goldman				\$ 250.00		\$ 250.00
52794	11/16/2006	California Native Plant	\$ 3,000.00	Professional Services: Seed Collection/Storage for VVMHP Restoration	\$ 3,000.00					\$ 3,000.00
59169	5/22/2008	California Native Plant	\$ 6,180.00	Professional Services: propagule collection for post-construction restoration	\$ 6,180.00					\$ 6,180.00
60253	9/2/2008	California Native Plant	\$ 16,720.00	Professional Services: plant propogule for restoration	\$ 16,720.00					\$ 16,720.00
52126	9/22/2006	Caltest Analytical Lab	\$ 300.00	Irrigation Suitability Test - Miller Well	\$ 300.00					
39442	3/11/2003	Carmen Group	\$ 25,000.00	Lobbying - Federal	\$ 25,000.00					
39999	5/7/2003	Carmen Group	\$ 8,368.50	Lobbying - Federal	\$ 8,368.50					
40183	5/22/2003	Carmen Group	\$ 12,901.74	Lobbying - Federal	\$ 12,901.74					
40432	6/20/2003	Carmen Group	\$ 9,838.16	Lobbying - Federal	\$ 9,838.16					
41216	9/11/2003	Carmen Group	\$ 13,144.13	Lobbying - Federal	\$ 13,144.13					
41216	9/11/2003	Carmen Group	\$ 13,144.13	Lobbying - Federal	\$ 13,144.13					
41274	9/11/2003	Carmen Group	\$ 6,000.00	Lobbying - Federal	\$ 6,000.00					
41504	9/30/2003	Carmen Group	\$ 8,123.01	Lobbying - Federal	\$ 8,123.01					
41952	11/5/2003	Carmen Group	\$ 11,359.36	Lobbying - Federal	\$ 11,359.36					
42083	11/19/2003	Carmen Group	\$ 13,563.45	Lobbying - Federal	\$ 13,563.45					
43029	2/27/2004	Carmen Group	\$ 25,000.00	Lobbying - Federal	\$ 25,000.00					
43556	4/21/2004	Carmen Group	\$ 25,598.07	Lobbying - Federal	\$ 25,598.07					
43848	5/19/2004	Carmen Group	\$ 9,681.56	Lobbying - Federal	\$ 9,681.56					
44103	6/17/2004	Carmen Group	\$ 10,960.33	Lobbying - Federal	\$ 10,960.33					
44381	7/22/2004	Carmen Group	\$ 11,998.77	Lobbying - Federal	\$ 11,998.77					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

45039	9/22/2004	Carmen Group	\$ 12,726.11	Lobbying - Federal	\$ 12,726.11					
45314	10/22/2004	Carmen Group	\$ 1,540.16	Lobbying - Federal	\$ 1,540.16					
46389	2/15/2005	Carmen Group	\$ 13,987.57	Lobbying - Federal	\$ 13,987.57					
46557	3/3/2005	Carmen Group	\$ 38,374.67	Lobbying - Federal	\$ 38,374.67					
47092	4/28/2005	Carmen Group	\$ 12,567.50	Lobbying - Federal	\$ 12,567.50					
47166	5/6/2005	Carmen Group	\$ 8,123.90	Lobbying - Federal	\$ 8,123.90					
47360	5/27/2005	Carmen Group	\$ 12,929.69	Lobbying - Federal	\$ 12,929.69					
47588	6/24/2005	Carmen Group	\$ 12,084.32	Lobbying - Federal	\$ 12,084.32					
48003	8/5/2005	Carmen Group	\$ 16,462.99	Lobbying - Federal	\$ 16,462.99					
48120	8/12/2005	Carmen Group	\$ 12,149.94	Lobbying - Federal	\$ 12,149.94					
44772	8/25/2005	Carmen Group	\$ 13,260.06	Lobbying - Federal	\$ 13,260.06					
48485	9/23/2005	Carmen Group	\$ 7,985.36	Lobbying - Federal	\$ 7,985.36					
48709	10/14/2005	Carmen Group	\$ 14,080.21	Lobbying - Federal	\$ 14,080.21					
49066	11/18/2005	Carmen Group	\$ 6,176.09	Lobbying - Federal	\$ 6,176.09					
49986	2/24/2006	Carmen Group	\$ 14,317.96	Lobbying - Federal	\$ 14,317.96					
50199	3/17/2006	Carmen Group	\$ 15,693.60	Lobbying - Federal	\$ 15,693.60					
50699	5/5/2006	Carmen Group	\$ 22,458.17	Lobbying - Federal	\$ 22,458.17					
50849	5/19/2006	Carmen Group	\$ 14,712.17	Lobbying - Federal	\$ 14,712.17					
51313	7/7/2006	Carmen Group	\$ 20,667.82	Lobbying - Federal	\$ 20,667.82					
51663	8/4/2006	Carmen Group	\$ 18,692.71	Lobbying - Federal	\$ 18,692.71					
51880	8/24/2006	Carmen Group	\$ 19,264.53	Lobbying - Federal	\$ 19,264.53					
53653	2/8/2007	Carmen Group	\$ 2,550.00	Lobbying - Federal	\$ 2,550.00					
53882	3/1/2007	Carmen Group	\$ 1,530.00	Lobbying - Federal	\$ 1,530.00					
54181	3/22/2007	Carmen Group	\$ 3,625.00	Lobbying - Federal	\$ 3,625.00					
54254	3/29/2007	Carmen Group	\$ 11,892.59	Lobbying - Federal	\$ 11,892.59					
54581	4/26/2007	Carmen Group	\$ 15,736.32	Lobbying - Federal	\$ 15,736.32					
54802	5/17/2007	Carmen Group	\$ 18,544.13	Lobbying - Federal	\$ 18,544.13					
55255	6/28/2007	Carmen Group	\$ 14,993.98	Lobbying - Federal	\$ 14,993.98					
55543	7/18/2007	Carmen Group	\$ 5,696.90	Lobbying - Federal	\$ 5,696.90					
55953	8/23/2007	Carmen Group	\$ 2,784.11	Lobbying - Federal	\$ 2,784.11					
56679	10/18/2007	Carmen Group	\$ 20,068.55	Lobbying - Federal	\$ 20,068.55					
57076	11/21/2007	Carmen Group	\$ 18,357.77	Lobbying - Federal	\$ 18,357.77					
57393	12/20/2007	Carmen Group	\$ 8,242.50	Lobbying - Federal	\$ 8,242.50					
57701	1/17/2008	Carmen Group	\$ 4,884.66	Lobbying - Federal	\$ 4,884.66					
58030	2/14/2008	Carmen Group	\$ 9,298.48	Lobbying - Federal	\$ 9,298.48					
58388	3/20/2008	Carmen Group	\$ 16,648.36	Lobbying - Federal	\$ 16,648.36					
58941	5/1/2008	Carmen Group	\$ 11,102.58	Lobbying - Federal	\$ 11,102.58					
59271	5/29/2008	Carmen Group	\$ 10,547.22	Lobbying - Federal	\$ 10,547.22					
59549	6/26/2008	Carmen Group	\$ 11,703.05	Lobbying - Federal	\$ 11,703.05					
59916	7/31/2008	Carmen Group	\$ 14,402.77	Lobbying - Federal	\$ 14,402.77					
60254	9/2/2008	Carmen Group	\$ 15,143.81	Lobbying - Federal	\$ 15,143.81					
60566	9/25/2008	Carmen Group	\$ 9,690.32	Lobbying - Federal	\$ 9,690.32					
60891	10/23/2008	Carmen Group	\$ 13,473.84	Lobbying - Federal	\$ 13,473.84					
61147	11/13/2008	Carmen Group	\$ 19,523.16	Lobbying - Federal	\$ 19,523.16					
61545	12/23/2008	Carmen Group	\$ 13,915.00	Lobbying - Federal	\$ 13,915.00					
70159	1/29/2009	Carmen Group	\$ 8,977.87	Lobbying - Federal	\$ 8,977.87					
70439	2/25/2009	Carmen Group	\$ 10,661.38	Lobbying - Federal	\$ 10,661.38					
71018	4/22/2009	Carmen Group	\$ 32,188.64	Lobbying - Federal	\$ 32,188.64					
71541	6/10/2009	Carmen Group	\$ 17,959.93	Lobbying - Federal	\$ 17,959.93					
71721	6/24/2009	Carmen Group	\$ 15,492.77	Lobbying - Federal	\$ 15,492.77					
71985	7/22/2009	Carmen Group	\$ 23,575.60	Lobbying - Federal	\$ 23,575.60					
72319	8/19/2009	Carmen Group	\$ 12,649.06	Lobbying - Federal	\$ 12,649.06					
72716	9/23/2009	Carmen Group	\$ 12,837.50	Lobbying - Federal	\$ 12,837.50					
73220	11/10/2009	Carmen Group	\$ 8,774.84	Lobbying - Federal	\$ 8,774.84					
73518	12/10/2009	Carmen Group	\$ 6,693.72	Lobbying - Federal	\$ 6,693.72					
73897	1/22/2010	Carmen Group	\$ 10,467.69	Lobbying - Federal	\$ 10,467.69					

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74573	3/24/2010	Carmen Group	\$ 18,166.55	Lobbying - Federal	\$ 18,166.55					
74902	4/28/2010	Carmen Group	\$ 11,911.61	Lobbying - Federal	\$ 11,911.61					
75259	6/8/2010	Carmen Group	\$ 17,111.86	Lobbying - Federal	\$ 17,111.86					
75730	7/21/2010	Carmen Group	\$ 26,404.65	Lobbying - Federal	\$ 26,404.65					
76095	8/25/2010	Carmen Group	\$ 12,255.00	Lobbying - Federal	\$ 12,255.00					
76356	9/22/2010	Carmen Group	\$ 15,297.50	Lobbying - Federal	\$ 15,297.50					
76680	10/20/2010	Carmen Group	\$ 10,014.66	Lobbying - Federal	\$ 10,014.66					
76969	11/17/2010	Carmen Group	\$ 10,772.50	Lobbying - Federal	\$ 10,772.50					
77258	12/16/2010	Carmen Group	\$ 10,075.00	Lobbying - Federal	\$ 10,075.00					
77594	1/27/2011	Carmen Group	\$ 8,247.50	Lobbying - Federal	\$ 8,247.50					
77786	2/17/2011	Carmen Group	\$ 13,485.00	Lobbying - Federal	\$ 13,485.00					
78102	3/16/2011	Carmen Group	\$ 7,688.40	Lobbying - Federal	\$ 7,688.40					
78346	4/13/2011	Carmen Group	\$ 12,775.00	Lobbying - Federal	\$ 12,775.00					
78972	6/30/2011	Carmen Group	\$ 21,350.00	Lobbying - Federal	\$ 21,350.00					
79437	8/11/2011	Carmen Group	\$ 10,075.00	Lobbying - Federal	\$ 10,075.00					
79473	8/17/2011	Carmen Group	\$ 11,643.00	Lobbying - Federal	\$ 11,643.00					
79691	9/15/2011	Carmen Group	\$ 10,115.00	Lobbying - Federal	\$ 10,115.00					
80104	10/18/2011	Carmen Group	\$ 8,150.00	Lobbying - Federal	\$ 8,150.00					
80372	11/16/2011	Carmen Group	\$ 12,475.00	Lobbying - Federal	\$ 12,475.00					
80698	12/21/2011	Carmen Group	\$ 10,975.00	Lobbying - Federal	\$ 10,975.00					
80945	1/19/2012	Carmen Group	\$ 8,000.00	Lobbying - Federal	\$ 8,000.00					
81394	3/7/2012	Carmen Group	\$ 6,752.50	Lobbying - Federal	\$ 6,752.50					
81641	4/5/2012	Carmen Group	\$ 13,987.50	Lobbying - Federal	\$ 13,987.50					
81844	5/3/2012	Carmen Group	\$ 15,975.00	Lobbying - Federal	\$ 15,975.00					
82068	5/22/2012	Carmen Group	\$ 10,362.50	Lobbying - Federal	\$ 10,362.50					
82270	6/13/2012	Carmen Group	\$ 12,947.50	Lobbying - Federal	\$ 12,947.50					
82513	7/19/2012	Carmen Group	\$ 11,540.00	Lobbying - Federal	\$ 11,540.00					
82980	9/13/2012	Carmen Group	\$ 22,740.00	Lobbying - Federal	\$ 22,740.00					
83345	10/25/2012	Carmen Group	\$ 9,245.00	Lobbying - Federal	\$ 9,245.00					
83561	11/28/2012	Carmen Group	\$ 12,000.00	Lobbying - Federal	\$ 12,000.00					
83885	1/10/2013	Carmen Group	\$ 9,895.00	Lobbying - Federal	\$ 9,895.00					
84260	2/15/2013	Carmen Group	\$ 15,118.77	Lobbying - Federal	\$ 15,118.77					
84576	3/21/2013	Carmen Group	\$ 6,050.00	Lobbying - Federal	\$ 6,050.00					
84890	5/1/2013	Carmen Group	\$ 8,960.00	Lobbying - Federal	\$ 8,960.00					
85213	6/5/2013	Carmen Group	\$ 11,330.00	Lobbying - Federal	\$ 11,330.00					
85302	6/13/2013	Carmen Group	\$ 6,952.00	Lobbying - Federal	\$ 6,952.00					
43362		Carmen Group	\$ 18,834.94	Lobbying - Federal (no back-up found, including check, feb 04 invoice, paid in may 04	\$ 18,834.94					
60003	8/7/2008	Carneghi-Blum & Partners	\$ 10,000.00	Professional Services: Property Appraisal	\$ 10,000.00					\$ 10,000.00
60567	9/25/2008	Carneghi-Blum & Partners	\$ 763.98	Professional Services: Property Appraisal	\$ 763.98					\$ 763.98
60951	10/31/2008	Carneghi-Blum & Partners	\$ 14,042.50	Professional Services: Property Appraisal	\$ 14,042.50					\$ 14,042.50
61216	11/20/2008	Carneghi-Blum & Partners	\$ 2,307.50	Professional Services: Property Appraisal	\$ 2,307.50					\$ 2,307.50
61546	12/23/2008	Carneghi-Blum & Partners	\$ 3,747.50	Professional Services: Property Appraisal	\$ 3,747.50					\$ 3,747.50
70103	1/22/2009	Carneghi-Blum & Partners	\$ 22,726.13	Professional Services: Property Appraisal	\$ 22,726.13					\$ 22,726.13
70325	2/11/2009	Carneghi-Blum & Partners	\$ 540.00	Professional Services: Property Appraisal	\$ 540.00					\$ 540.00
71019	4/22/2009	Carneghi-Blum & Partners	\$ 4,611.10	Professional Services: Property Appraisal	\$ 4,611.10					\$ 4,611.10

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

71357	5/20/2009	Carneghi-Blum & Partners	\$ 600.00	Professional Services: Property Appraisal	\$ 600.00					\$ 600.00
72062	7/29/2009	Carneghi-Blum & Partners	\$ 11,807.94	Property Appraisals - Property Acquisition/Expert Testimony	\$ 11,807.94					
72241	8/12/2009	Carneghi-Blum & Partners	\$ 360.00	Property Appraisals - Property Acquisition/Expert Testimony	\$ 360.00					
51004	6/9/2006	Central Precast Concrete	\$ 445.08	Supplies for Mitchell Storm Drain	\$ 445.08					\$ 445.08
48788	10/21/2005	Central Valley Builders	\$ 1,012.05	Supplies Mitchell Storm Drain/Mitchell Duck Pond	\$ 1,012.05					
57212	12/6/2007	Central Valley Builders	\$ 127.12	Misc Supplies	\$ 127.12					
71632	6/17/2009	Central Valley Builders	\$ 251.75	Construction: straw & stakes	\$ 251.75					
74686	4/7/2010	Central Valley Builders	\$ 714.64	(back-up unreadable)	\$ 714.64					
78882	6/15/2011	Central Valley Builders	\$ 103.69	Concrete Mix	\$ 103.69					
51792	8/18/2006	Central Valley Builders	\$ 115.08	Construction: Mitchell St Drain	\$ 115.08					
52472	10/19/2006	Central Valley Builders	\$ 280.50	Construction: Sulphur Creek at Valley View	\$ 280.50					
55256	6/28/2007	Central Valley Builders	\$ 188.14	Construction: Miller Well	\$ 188.14					
49707	1/27/2006	Chaudhary & Associates	\$ 4,206.13	Land Surveying	\$ 1,051.53	\$ 3,154.60				
49758	2/3/2006	Chaudhary & Associates	\$ 4,654.36	Land Surveying	\$ 1,163.59	\$ 3,490.77				
50061	3/3/2006	Chaudhary & Associates	\$ 4,896.84	Land Surveying	\$ 1,224.21	\$ 3,672.63				
51665	8/4/2006	Chaudhary & Associates	\$ 1,275.21	Land Surveying	\$ 318.80	\$ 956.41				
51775	8/18/2006	Chaudhary & Associates	\$ 9,866.42	Land Surveying	\$ 2,466.61	\$ 7,399.82				
51882	8/24/2006	Chaudhary & Associates	\$ 4,357.03	Land Surveying	\$ 1,089.26	\$ 3,267.77				
51917	8/24/2006	Chaudhary & Associates	\$ 4,357.03	Land Surveying	\$ 1,089.26	\$ 3,267.77				
52473	10/19/2006	Chaudhary & Associates	\$ 3,771.84	Land Surveying	\$ 1,943.84	\$ 1,828.00				
52638	11/2/2006	Chaudhary & Associates	\$ 22,106.38	Land Surveying	\$ 22,057.38	\$ 49.00				
53279	1/4/2007	Chaudhary & Associates	\$ 21,082.72	Professional Services: Topo Surveys & Appraisal Maps	\$ 5,270.68	\$ 15,812.04				
56106	9/6/2007	Chaudhary & Associates	\$ 14,482.17	Professional Services: Topo Surveys & Appraisal Maps	\$ 3,620.54	\$ 10,861.63				
56286	9/18/2007	Chaudhary & Associates	\$ 364.35	Professional Services: Topo Surveys & Appraisal Maps	\$ 91.09	\$ 273.26				
56680	10/18/2007	Chaudhary & Associates	\$ 870.85	Professional Services: Topo Surveys & Appraisal Maps	\$ 217.71	\$ 653.14				
58308	3/13/2008	Chaudhary & Associates	\$ 455.43	Professional Services: Topo Surveys & Appraisal Maps	\$ 113.86	\$ 341.57				
58873	4/24/2008	Chaudhary & Associates	\$ 2,580.81	Professional Services: Topo Surveys & Appraisal Maps	\$ 645.20	\$ 1,935.61				
59174	5/22/2008	Chaudhary & Associates	\$ 91.09	Professional Services: Topo Surveys & Appraisal Maps	\$ 22.77	\$ 68.32				
59550	6/26/2008	Chaudhary & Associates	\$ 2,070.16	Professional Services: Topo Surveys & Appraisal Maps	\$ 517.54	\$ 1,552.62				
60005	8/7/2008	Chaudhary & Associates	\$ 5,418.30	Professional Services: Topo Surveys & Appraisal Maps	\$ 1,354.58	\$ 4,063.73				
60328	9/4/2008	Chaudhary & Associates	\$ 364.35	Professional Services: Topo Surveys & Appraisal Maps	\$ 91.09	\$ 273.26				
60738	10/9/2008	Chaudhary & Associates	\$ 1,777.59	Professional Services: Topo Surveys & Appraisal Maps	\$ 444.40	\$ 1,333.19				
61032	11/6/2008	Chaudhary & Associates	\$ 1,377.36	Professional Services: Topo Surveys & Appraisal Maps	\$ 344.34	\$ 1,033.02				
61548	12/23/2008	Chaudhary & Associates	\$ 6,264.82	Professional Services: Topo Surveys & Appraisal Maps	\$ 1,566.21	\$ 4,698.62				
70737	3/26/2009	Chaudhary & Associates	\$ 332.61	Professional Services: Topo Surveys & Appraisal Maps	\$ 332.61					

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71265	5/13/2009	Chaudhary & Associates	\$ 728.70	Professional Services: Topo Surveys & Appraisal Maps	\$ 728.70					
71633	6/17/2009	Chaudhary & Associates	\$ 989.20	Professional Services: Topo Surveys & Appraisal Maps	\$ 989.20					
71896	7/14/2009	Chaudhary & Associates	\$ 182.17	Professional Services: Topo Surveys & Appraisal Maps	\$ 182.17					
72323	8/19/2009	Chaudhary & Associates	\$ 364.34	Professional Services: Topo Surveys & Appraisal Maps	\$ 364.34					
76598	10/13/2010	Chaudhary & Associates	\$ 1,471.89	Professional Services: Topo Surveys & Appraisal Maps			\$ 1,471.89			
77366	1/6/2011	Chaudhary & Associates	\$ 124.21	Professional Services: Topo Surveys & Appraisal Maps			\$ 124.21			
78264	4/7/2011	Chaudhary & Associates	\$ 1,022.69	Professional Services: Topo Surveys & Appraisal Maps			\$ 1,022.69			
78817	6/8/2011	Chaudhary & Associates	\$ 15,843.39	Professional Services: Topo Surveys & Appraisal Maps			\$ 15,843.39			
79108	7/12/2011	Chaudhary & Associates	\$ 6,596.94	Professional Services: Topo Surveys & Appraisal Maps	\$ 6,596.94					
79692	9/15/2011	Chaudhary & Associates	\$ 3,515.07	Professional Services: Topo Surveys & Appraisal Maps	\$ 3,515.07					
80375	11/16/2011	Chaudhary & Associates	\$ 670.72	Professional Services: Topo Surveys & Appraisal Maps	\$ 670.72					
80638	12/13/2011	Chaudhary & Associates	\$ 894.31	Professional Services: Topo Surveys & Appraisal Maps	\$ 894.31					
80874	1/10/2012	Chaudhary & Associates	\$ 546.51	Professional Services: Topo Surveys & Appraisal Maps	\$ 546.51					
81222	2/16/2012	Chaudhary & Associates	\$ 542.38	Professional Services: Topo Surveys & Appraisal Maps	\$ 542.38					
82070	5/22/2012	Chaudhary & Associates	\$ 1,827.40	Professional Services: Topo Surveys & Appraisal Maps	\$ 1,827.40					
46141	1/14/2005	Clem Carinalli	\$ 100.00	Land Acquisition - Miller Property	\$ 100.00					\$ 100.00
	2/24/2004	Clem Carinalli - Miller Property (Wire Transfer)	\$ 3,007,476.00	Property Acquisition (Council approval date)	\$ 3,007,476.00					
38802	12/23/2002	Coastland Civil Engineers	\$ 2,925.00	Fulton St Storm Drain	\$ 731.25	\$ 2,193.75				\$ 2,925.00
39093	1/23/2003	Coastland Civil Engineers	\$ 18,494.71	Fulton St Storm Drain	\$ 4,623.68	\$ 13,871.03				\$ 18,494.71
39762	3/31/2003	Coastland Civil Engineers	\$ 2,676.24	Fulton St Storm Drain	\$ 669.06	\$ 2,007.18				\$ 2,676.24
39885	4/16/2003	Coastland Civil Engineers	\$ 9,289.00	Fulton St Storm Drain	\$ 2,322.25	\$ 6,966.75				\$ 9,289.00
40001	5/7/2003	Coastland Civil Engineers	\$ 23,323.58	Fulton St Storm Drain	\$ 5,830.90	\$ 17,492.69				\$ 23,323.58
40307	6/4/2003	Coastland Civil Engineers	\$ 20,995.00	Fulton St Storm Drain	\$ 5,248.75	\$ 15,746.25				\$ 20,995.00
40869	8/7/2003	Coastland Civil Engineers	\$ 3,743.61	Fulton St Storm Drain	\$ 935.90	\$ 2,807.71				\$ 3,743.61
41020	8/22/2003	Coastland Civil Engineers	\$ 624.00	Fulton St Storm Drain	\$ 156.00	\$ 468.00				\$ 624.00
41219	9/11/2003	Coastland Civil Engineers	\$ 1,459.00	Fulton St Storm Drain - Engineering	\$ 364.75	\$ 1,094.25				\$ 1,459.00
41779	10/23/2003	Coastland Civil Engineers	\$ 4,303.49	Fulton St Storm Drain - Engineering	\$ 1,075.87	\$ 3,227.62				\$ 4,303.49
42087	11/19/2003	Coastland Civil Engineers	\$ 3,011.23	Fulton St Storm Drain - Engineering	\$ 752.81	\$ 2,258.42				\$ 3,011.23
42361	12/22/2003	Coastland Civil Engineers	\$ 414.00	Fulton St Storm Drain - Engineering	\$ 103.50	\$ 310.50				\$ 414.00
42654	1/22/2004	Coastland Civil Engineers	\$ 1,185.25	Fulton St Storm Drain - Engineering	\$ 296.31	\$ 888.94				\$ 1,185.25
42928	2/18/2004	Coastland Civil Engineers	\$ 2,679.00	Fulton St Storm Drain - Engineering	\$ 2,036.08	\$ 642.92				\$ 857.89
34270	9/20/2001	Coombs & Dunlap	\$ 480.50	Legal		\$ 360.38			\$ 120.13	
34567	10/17/2001	Coombs & Dunlap	\$ 124.00	Legal		\$ 93.00			\$ 31.00	

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34893	11/20/2001	Coombs & Dunlap	\$ 586.00	Legal Fees	\$ 146.50	\$ 439.50				
35398	1/17/2002	Coombs & Dunlap	\$ 1,464.75	Legal Fees	\$ 366.19	\$ 1,098.56				
35795	2/22/2002	Coombs & Dunlap	\$ 201.50	Legal Fees	\$ 50.38	\$ 151.13				
36084	3/22/2002	Coombs & Dunlap	\$ 31.00	Legal Fees	\$ 7.75	\$ 23.25				
36352	4/19/2002	Coombs & Dunlap	\$ 155.00	Legal Fees	\$ 38.75	\$ 116.25				
36782	5/21/2002	Coombs & Dunlap	\$ 434.00	Legal Fees	\$ 108.50	\$ 325.50				
37252	7/18/2002	Coombs & Dunlap	\$ 31.00	Legal Fees	\$ 7.75	\$ 23.25				
37586	8/21/2002	Coombs & Dunlap	\$ 155.00	Legal Fees	\$ 38.75	\$ 116.25				
37891	9/18/2002	Coombs & Dunlap	\$ 232.50	Legal Fees	\$ 58.13	\$ 174.38				
38174	10/18/2002	Coombs & Dunlap	\$ 465.00	Legal Fees	\$ 116.25	\$ 348.75				
39094	1/23/2003	Coombs & Dunlap	\$ 2,037.74	Legal - General	\$ 2,037.74					
39647	1/23/2003	Coombs & Dunlap	\$ 250.00	Legal Fees	\$ 62.50	\$ 187.50				
39765	3/31/2003	Coombs & Dunlap	\$ 767.50	Legal Fees	\$ 191.88	\$ 575.63				
40190	5/22/2003	Coombs & Dunlap	\$ 2,435.50	Legal Fees	\$ 608.88	\$ 1,826.63				
40444	6/20/2003	Coombs & Dunlap	\$ 1,581.00	Legal Fees	\$ 395.25	\$ 1,185.75				
40870	8/2/2003	Coombs & Dunlap	\$ 279.00	Legal Fees	\$ 69.75	\$ 209.25				
41022	8/22/2003	Coombs & Dunlap	\$ 602.75	Legal Fees	\$ 150.69	\$ 452.06				
41356	9/17/2003	Coombs & Dunlap	\$ 1,136.00	Legal Fees	\$ 284.00	\$ 852.00				
41782	10/23/2003	Coombs & Dunlap	\$ 1,771.50	Legal Fees	\$ 442.88	\$ 1,328.63				
42091	11/19/2003	Coombs & Dunlap	\$ 3,413.25	Legal Fees	\$ 853.31	\$ 2,559.94				
42363	12/22/2003	Coombs & Dunlap	\$ 1,482.25	Legal Fees	\$ 370.56	\$ 1,111.69				
42656	1/22/2004	Coombs & Dunlap	\$ 2,221.25	Legal Fees	\$ 555.31	\$ 1,665.94				
42931	2/18/2004	Coombs & Dunlap	\$ 1,678.25	Legal Fees	\$ 419.56	\$ 1,258.69				
43220	3/18/2004	Coombs & Dunlap	\$ 1,810.50	Legal Fees	\$ 452.63	\$ 1,357.88				
43562	4/21/2004	Coombs & Dunlap	\$ 1,456.00	Legal Fees	\$ 364.00	\$ 1,092.00				
43562	4/21/2004	Coombs & Dunlap	\$ 126.00	LRC Litigation Fees				\$ 126.00		
43856	5/19/2004	Coombs & Dunlap	\$ 1,493.50	Legal Fees	\$ 373.38	\$ 1,120.13				
43856	5/19/2004	Coombs & Dunlap	\$ 1,188.00	Litigation - LRC				\$ 1,188.00		
44108	6/17/2004	Coombs & Dunlap	\$ 1,293.00	Legal Fees	\$ 323.25	\$ 969.75				
44108	6/17/2004	Coombs & Dunlap	\$ 468.00	Litigation - LRC				\$ 468.00		
44384	7/22/2004	Coombs & Dunlap	\$ 984.25	Legal Fees	\$ 246.06	\$ 738.19				
44384	7/22/2004	Coombs & Dunlap	\$ 2,334.00	Litigation - LRC				\$ 2,334.00		
44774	8/25/2004	Coombs & Dunlap	\$ 866.91	Legal Fees	\$ 216.73	\$ 650.18				
45046	9/22/2004	Coombs & Dunlap	\$ 2,050.50	Legal Fees	\$ 512.63	\$ 1,537.88				
45319	10/22/2004	Coombs & Dunlap	\$ 1,204.50	Legal Fees	\$ 301.13	\$ 903.38				
45719	11/24/2004	Coombs & Dunlap	\$ 1,618.50	Legal Fees	\$ 404.63	\$ 1,213.88				
45933	12/22/2004	Coombs & Dunlap	\$ 565.50	Legal Fees	\$ 141.38	\$ 424.13				
46143	1/14/2005	Coombs & Dunlap	\$ 1,681.50	Legal Fees	\$ 420.38	\$ 1,261.13				
46468	2/18/2005	Coombs & Dunlap	\$ 4,413.00	Legal Fees	\$ 1,103.25	\$ 3,309.75				
46744	3/28/2005	Coombs & Dunlap	\$ 1,600.50	Legal Fees	\$ 400.13	\$ 1,200.38				
46744	3/28/2005	Coombs & Dunlap	\$ 407.00	Litigation				\$ 407.00		
47033	4/22/2005	Coombs & Dunlap	\$ 2,293.25	Legal Fees	\$ 573.31	\$ 1,719.94				
47316	5/18/2005	Coombs & Dunlap	\$ 3,405.50	Legal Fees	\$ 851.38	\$ 2,554.13				
47590	6/24/2005	Coombs & Dunlap	\$ 5,009.00	Legal Fees	\$ 1,252.25	\$ 3,756.75				
47824	7/15/2005	Coombs & Dunlap	\$ 2,640.50	Legal Fees	\$ 660.13	\$ 1,980.38				
47824	7/15/2005	Coombs & Dunlap	\$ 2,294.00	Legal Fees				\$ 2,294.00		
48171	8/19/2005	Coombs & Dunlap	\$ 629.00	Legal Fees	\$ 157.25	\$ 471.75				
48171	8/19/2005	Coombs & Dunlap	\$ 323.00	Legal Fees				\$ 323.00		
48352	9/9/2005	Coombs & Dunlap	\$ 3,556.79	Legal Fees	\$ 889.20	\$ 2,667.59				
48352	9/9/2005	Coombs & Dunlap	\$ 3,063.79	Legal Fees				\$ 3,063.79		
48714	10/14/2005	Coombs & Dunlap	\$ 1,194.39	Legal Fees	\$ 298.60	\$ 895.79				
48714	10/14/2005	Coombs & Dunlap	\$ 184.39	Legal Fees				\$ 184.39		
48997	11/10/2005	Coombs & Dunlap	\$ 1,656.00	Legal fees	\$ 414.00	\$ 1,242.00				
48997	11/10/2005	Coombs & Dunlap	\$ 228.00	Legal Fees				\$ 228.00		
49351	12/16/2005	Coombs & Dunlap	\$ 289.00	Legal Fees	\$ 72.25	\$ 216.75				
49560	1/13/2006	Coombs & Dunlap	\$ 1,268.00	Legal Fees	\$ 317.00	\$ 951.00				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

49560	1/13/2006	Coombs & Dunlap	\$ 95.00	Legal Fees				\$ 95.00		
49921	2/17/2006	Coombs & Dunlap	\$ 1,795.00	Legal Fees	\$ 448.75	\$ 1,346.25				
50131	3/10/2006	Coombs & Dunlap	\$ 2,074.00	Legal Fees	\$ 518.50	\$ 1,555.50				
50567	4/21/2006	Coombs & Dunlap	\$ 2,108.00	Legal Fees	\$ 527.00	\$ 1,581.00				
50852	5/19/2006	Coombs & Dunlap	\$ 2,363.00	Legal Fees	\$ 590.75	\$ 1,772.25				
51008	6/9/2006	Coombs & Dunlap	\$ 3,383.00	Legal Fees	\$ 845.75	\$ 2,537.25				
51667	8/4/2006	Coombs & Dunlap	\$ 4,811.00	Legal Fees: City Attorney	\$ 1,202.75	\$ 3,608.25				
51885	8/24/2006	Coombs & Dunlap	\$ 2,222.50	Legal Fees: City Attorney	\$ 555.63	\$ 1,666.88				
52063	9/15/2006	Coombs & Dunlap	\$ 4,030.50	Legal Fees				\$ 4,030.50		
52063	9/15/2006	Coombs & Dunlap	\$ 4,923.00	Legal Fees: City Attorney	\$ 1,230.75	\$ 3,692.25				
52477	10/19/2006	Coombs & Dunlap	\$ 1,053.00	Legal Fees				\$ 1,053.00		
52477	10/19/2006	Coombs & Dunlap	\$ 2,450.00	Legal Fees: City Attorney	\$ 612.50	\$ 1,837.50				
52857	11/21/2006	Coombs & Dunlap	\$ 1,831.50	Legal Fees: City Attorney	\$ 457.88	\$ 1,373.63				
53176	12/21/2006	Coombs & Dunlap	\$ 328.00	Legal Fees: City Attorney	\$ 82.00	\$ 246.00				
53383	1/18/2007	Coombs & Dunlap	\$ 2,297.50	Legal Fees: City Attorney	\$ 574.38	\$ 1,723.13				
53724	2/15/2007	Coombs & Dunlap	\$ 741.00	Legal Fees				\$ 741.00		
53724	2/15/2007	Coombs & Dunlap	\$ 2,152.50	Legal Fees: City Attorney	\$ 538.13	\$ 1,614.38				
54094	3/15/2007	Coombs & Dunlap	\$ 39.00	Legal Fees				\$ 39.00		
54094	3/15/2007	Coombs & Dunlap	\$ 2,804.00	Legal Fees: City Attorney	\$ 701.00	\$ 2,103.00				
54495	4/19/2007	Coombs & Dunlap	\$ 3,472.50	Legal Fees: City Attorney	\$ 868.13	\$ 2,604.38				
54732	5/10/2007	Coombs & Dunlap	\$ 292.50	Legal Fees				\$ 292.50		
54732	5/10/2007	Coombs & Dunlap	\$ 3,348.50	Legal Fees - Project funding	\$ 837.13	\$ 2,511.38				
54732	5/10/2007	Coombs & Dunlap	\$ 1,365.00	Legal Fees: City Attorney	\$ 341.25	\$ 1,023.75				
55123	6/14/2007	Coombs & Dunlap	\$ 858.00	Legal Fees				\$ 858.00		
55123	6/14/2007	Coombs & Dunlap	\$ 258.00	Legal Fees - Project funding	\$ 64.50	\$ 193.50				
55123	6/14/2007	Coombs & Dunlap	\$ 350.00	Legal Fees: City Attorney	\$ 87.50	\$ 262.50				
55340	7/5/2007	Coombs & Dunlap	\$ 7,393.75	Legal Fees	\$ 1,848.44	\$ 5,545.31				
55340	7/5/2007	Coombs & Dunlap	\$ 799.50	Legal Fees				\$ 799.50		
55340	7/5/2007	Coombs & Dunlap	\$ 140.00	Legal Fees	\$ 35.00	\$ 105.00				
55810	8/9/2007	Coombs & Dunlap	\$ 4,917.50	Legal Fees	\$ 1,229.38	\$ 3,688.13				
55810	8/9/2007	Coombs & Dunlap	\$ 487.50	Legal Fees				\$ 487.50		
56109	9/6/2007	Coombs & Dunlap	\$ 3,535.00	Legal Fees	\$ 883.75	\$ 2,651.25				
56437	10/4/2007	Coombs & Dunlap	\$ 2,285.50	Legal Fees	\$ 571.38	\$ 1,714.13				
56437	10/4/2007	Coombs & Dunlap	\$ 253.50	Legal Fees				\$ 253.50		
56915	11/8/2007	Coombs & Dunlap	\$ 1,487.50	Legal Fees	\$ 371.88	\$ 1,115.63				
56915	11/8/2007	Coombs & Dunlap	\$ 97.50	Legal Fees				\$ 97.50		
57215	12/6/2007	Coombs & Dunlap	\$ 2,187.50	Legal Fees	\$ 546.88	\$ 1,640.63				
57522	1/3/2008	Coombs & Dunlap	\$ 1,732.50	Legal Fees	\$ 433.13	\$ 1,299.38				
57522	1/3/2008	Coombs & Dunlap	\$ 39.00	Legal Fees				\$ 39.00		
57947	2/7/2008	Coombs & Dunlap	\$ 6,192.50	Legal Fees	\$ 1,548.13	\$ 4,644.38				
57974	2/7/2008	Coombs & Dunlap	\$ 585.00	Legal Fees				\$ 585.00		
58395	3/20/2008	Coombs & Dunlap	\$ 1,627.50	Legal Fees	\$ 406.88	\$ 1,220.63				
58395	3/20/2008	Coombs & Dunlap	\$ 117.00	Legal Fees				\$ 117.00		
58533	4/3/2008	Coombs & Dunlap	\$ 1,277.50	Legal Fees	\$ 1,277.50					
58533	4/3/2008	Coombs & Dunlap	\$ 682.50	Legal Fees	\$ 170.63	\$ 511.88				
59099	5/15/2008	Coombs & Dunlap	\$ 1,557.50	Legal Fees	\$ 389.38	\$ 1,168.13				
59099	5/15/2008	Coombs & Dunlap	\$ 858.00	Legal Fees	\$ 858.00					
59433	6/12/2008	Coombs & Dunlap	\$ 1,690.50	Legal Fees	\$ 1,690.50					
59433	6/12/2008	Coombs & Dunlap	\$ 735.00	Legal Fees	\$ 183.75	\$ 551.25				
59814	7/24/2008	Coombs & Dunlap	\$ 2,291.00	Legal Fees	\$ 572.75	\$ 1,718.25				
59814	7/24/2008	Coombs & Dunlap	\$ 702.00	Legal Fees	\$ 702.00					
60087	8/14/2008	Coombs & Dunlap	\$ 6,693.00	Legal Fees	\$ 1,673.25	\$ 5,019.75				
60087	8/14/2008	Coombs & Dunlap	\$ 3,228.33	Legal Fees	\$ 3,228.33					
60572	9/25/2008	Coombs & Dunlap	\$ 1,725.00	Legal Fees	\$ 431.25	\$ 1,293.75				
60572	9/25/2008	Coombs & Dunlap	\$ 1,026.00	Legal Fees	\$ 256.50	\$ 769.50				
60740	10/9/2008	Coombs & Dunlap	\$ 7,767.82	Legal Fees	\$ 7,767.82					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

60740	10/9/2008	Coombs & Dunlap	\$ 1,017.60	Legal Fees	\$ 254.40	\$ 763.20				
61035	11/6/2008	Coombs & Dunlap	\$ 1,782.00	Legal Fees	\$ 445.50	\$ 1,336.50				
61035	11/6/2008	Coombs & Dunlap	\$ 620.10	Legal Fees	\$ 620.10					
61400	12/11/2008	Coombs & Dunlap	\$ 3,286.50	Legal Fees	\$ 821.63	\$ 2,464.88				
61400	12/11/2008	Coombs & Dunlap	\$ 2,700.00	Legal Fees	\$ 2,700.00					
61612	12/31/2008	Coombs & Dunlap	\$ 3,400.00	Legal Fees	\$ 3,400.00					
61612	12/31/2008	Coombs & Dunlap	\$ 3,348.00	Legal Fees	\$ 837.00	\$ 2,511.00				
61612	12/31/2008	Coombs & Dunlap	\$ 478.50	Legal Fees: Property Acquisition	\$ 478.50					
70161	1/29/2009	Coombs & Dunlap	\$ 1,460.00	Legal Fees	\$ 1,460.00					
70161	1/29/2009	Coombs & Dunlap	\$ 618.00	Legal Fees	\$ 618.00					
70518	3/4/2009	Coombs & Dunlap	\$ 1,380.00	Legal Fees	\$ 1,380.00					
70518	3/4/2009	Coombs & Dunlap	\$ 396.00	Legal Fees	\$ 396.00					
39647		Coombs & Dunlap	\$ 250.00	General Legal				\$ 250.00		
71725	6/24/2009	Cornflower Farms	\$ 64,319.05	Construction: Native Plant Growing for Restoration	\$ 64,319.05					
76973	11/17/2010	Cornflower Farms	\$ 84,110.56	Construction: Ecosystem Restoration (Plants)			\$ 84,110.56		\$ 84,110.56	
77464	1/12/2011	Cornflower Farms	\$ 1,030.25	Construction: Ecosystem Restoration (Plants)			\$ 1,030.25		\$ 1,030.25	
	2003-2004	County of Napa	\$ 856.00					\$ 856.00		\$ 856.00
60257	9/2/2008	Culinary Institute of America	\$ 100.00	NOT ELIGIBLE EXPENSE: Upper York Creek Van Rental				\$ 100.00		\$ 100.00
	2004-2005	CUR08	\$ 990.01					\$ 990.01		\$ 990.01
43675	5/5/2004	D Briggs Consulting	\$ 572.00	Grant research & writing assistance				\$ 572.00		\$ 572.00
41514	9/30/2003	Das Curb Markers	\$ 1,999.51	Door hangers; Curb Markers & Adhesive				\$ 1,999.51		\$ 1,999.51
42322	12/15/2003	David Dickson (MIG Subcontractor)	\$ 1,289.00	Lobbying: Travel for Contract/Project Administration/Engineering/Advocacy	\$ 1,289.00					
61424	12/11/2008	David Nugent dba Media Design & Production	\$ 5,000.00	Graphics/Exhibits for Miller, Star, Regalia				\$ 5,000.00		\$ 5,000.00
70057	1/16/2009	David Nugent dba Media Design & Production	\$ 6,024.16	Graphics/Exhibits for Miller, Star, Regalia				\$ 6,024.16		\$ 6,024.16
70196	1/29/2009	David Nugent dba Media Design & Production	\$ 3,008.84	Graphics/Exhibits for Miller, Star, Regalia				\$ 3,008.84		\$ 3,008.84
70468	2/25/2009	David Nugent dba Media Design & Production	\$ 5,361.30	Graphics/Exhibits for Miller, Star, Regalia				\$ 5,361.30		\$ 5,361.30
70552	3/4/2009	David Nugent dba Media Design & Production	\$ 1,050.00	Graphics/Exhibits for Miller, Star, Regalia				\$ 1,050.00		\$ 1,050.00
53648	2/8/2007	Del Britton	\$ 654.80	Lobbying - Federal: Travel Expenses	\$ 654.80					
55119	6/14/2007	Del Britton	\$ 619.92	Lobbying - Federal: Travel Expenses	\$ 619.92					
58217	3/6/2008	Del Britton	\$ 979.62	Lobbying - Federal: Travel Expenses	\$ 979.62					
60947	10/31/2008	Del Britton	\$ 661.82	Lobbying - Federal: Travel Expenses	\$ 661.82					
61001	11/3/2008	Del Britton	\$ 147.81	Lobbying - Federal: Travel Expenses	\$ 147.81					
79798	9/21/2011	Del Britton	\$ 430.00	Lobbying - Federal: Travel Expenses	\$ 430.00					
80245	11/2/2011	Del Britton	\$ 975.11	Lobbying - Federal: Travel Expenses	\$ 975.11					

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71269	5/13/2009	Dell Marketing, LP	\$ 2,343.00	Laptop & Desktop for Project Manager				\$ 2,343.00		\$ 2,343.00
55461	7/12/2007	Delta Oilfield Services	\$ 108,000.00	Construction: Demolition & Site Prep at VVMHP	\$ 108,000.00					\$ 108,000.00
58228	3/6/2008	Delta Oilfield Services	\$ 9,144.78	Construction: Demolition & Site Prep at VVMHP	\$ 9,144.78					\$ 9,144.78
58313	3/13/2008	Delta Oilfield Services	\$ 65,750.73	Construction: Demolition & Site Prep at VVMHP	\$ 65,750.73					\$ 65,750.73
Paid Directly by	11/20/2008	Dennis Hunter	\$ 899,500.00	Property Acquisition			\$ 899,500.00			
83862	1/3/2013	Dennis Hunter	\$ 325,000.00	Settlement Agreement				\$ 325,000.00		
60657	10/2/2008	Diablo Valley Reporting	\$ 1,184.75	Professional Services: Transcription	\$ 1,184.75					\$ 1,184.75
61615	12/31/2008	Diablo Valley Reporting	\$ 1,085.25	Professional Services: Transcription	\$ 1,085.25					\$ 1,085.25
70028	1/16/2009	Diablo Valley Reporting	\$ 4,162.40	Professional Services: Transcription	\$ 4,162.40					\$ 4,162.40
70109	1/22/2009	Diablo Valley Reporting	\$ 598.40	Professional Services: Transcription	\$ 598.40					\$ 598.40
70165	1/29/2009	Diablo Valley Reporting	\$ 2,698.10	Professional Services: Transcription	\$ 2,698.10					\$ 2,698.10
70256	2/5/2009	Diablo Valley Reporting	\$ 1,471.30	Professional Services: Transcription	\$ 1,471.30					\$ 1,471.30
70522	3/4/2009	Diablo Valley Reporting	\$ 568.93	Professional Services: Transcription	\$ 568.93					\$ 568.93
71032	4/22/2009	Diablo Valley Reporting	\$ 3,000.00	Professional Services: Transcription	\$ 3,000.00					\$ 3,000.00
72120	8/5/2009	Diablo Valley Reporting	\$ 3,398.00	Professional Services: Transcription	\$ 3,398.00					
73224	11/10/2009	Diablo Valley Reporting	\$ 4,000.00	Professional Services: Transcription	\$ 4,000.00					
32522	3/23/2001	Diad, Inc	\$ 13,331.09	Computer & Storm Watch Forecast Software	\$ 13,331.09					
38934	1/10/2003	Diad, Inc	\$ 5,220.00	Software & training (Flood forecast system)	\$ 1,305.00	\$ 3,915.00				
39656	3/19/2003	Diad, Inc	\$ 1,618.75	DiaDvisor annual software fee - Flood Control Project	\$ 1,618.75					
	2004-2005	Diad, Inc	\$ 20,169.84	Equipment Removal				\$ 20,169.84		\$ 20,169.84
52408	10/12/2006	Diana Lavagnino	\$ 6,069.00	Relocation Assistance - 26 Laguna Seca	\$ 6,069.00					
52741	11/9/2006	Diana Lavagnino	\$ 1,560.00	Relocation Assistance - 26 Laguna Seca	\$ 1,560.00					
54117	3/15/2007	Diana Lavagnino	\$ 158.01	Relocation Assistance - 26 Laguna Seca	\$ 158.01					
58027	2/14/2008	Diane Barr	\$ 360.00	Professional Services: Recruiter for Ass't Engineer/Flood Project Manager				\$ 360.00		\$ 360.00
71424	5/28/2004	Dimare, Van Vleck & Brown	\$ 3,893.68	Lobbying - State	\$ 3,893.68					
59816	7/24/2008	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
60179	8/21/2008	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
60401	9/11/2008	Dimare, Van Vleck & Brown	\$ 3,808.06	Lobbying - State	\$ 3,808.06					
60813	10/16/2008	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
61041	11/6/2008	Dimare, Van Vleck & Brown	\$ 3,871.37	Lobbying - State	\$ 3,871.37					
61403	12/11/2008	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
70029	1/16/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
70328	2/11/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					

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70624	3/11/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
70928	4/8/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
71638	6/17/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
71900	7/14/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
72329	8/19/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
72636	9/16/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
72936	10/15/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
73299	11/19/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
73575	12/16/2009	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
73833	1/14/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
74235	2/17/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
74432	3/10/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
74967	5/5/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
75097	5/19/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
75326	6/16/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
75649	7/14/2010	Dimare, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
31488	12/7/2000	DLT Solutions (DLT01)	\$ 4,021.62	Auto Cad Software (listed in FEMA payback as FY 2004-05)				\$ 4,021.62		\$ 4,021.62
49843	2/10/2006	Dunlap, Van Vleck & Brown	\$ 3,805.00	Lobbying - State	\$ 3,805.00					
50135	3/10/2006	Dunlap, Van Vleck & Brown	\$ 3,803.92	Lobbying - State	\$ 3,803.92					
50634	4/28/2006	Dunlap, Van Vleck & Brown	\$ 3,819.14	Lobbying - State	\$ 3,819.14					
50777	5/12/2006	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
51013	6/9/2006	Dunlap, Van Vleck & Brown	\$ 3,800.59	Lobbying - State	\$ 3,800.59					
51396	7/14/2006	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
51887	8/24/2006	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
52208	9/28/2006	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
52479	10/19/2006	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
52805	11/16/2006	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
52993	12/7/2006	Dunlap, Van Vleck & Brown	\$ 3,803.00	Lobbying - State	\$ 3,803.00					
53440	1/25/2007	Dunlap, Van Vleck & Brown	\$ 3,892.13	Lobbying - State	\$ 3,892.13					
53728	2/15/2007	Dunlap, Van Vleck & Brown	\$ 3,850.00	Lobbying - State	\$ 3,850.00					
54099	3/15/2007	Dunlap, Van Vleck & Brown	\$ 3,803.00	Lobbying - State	\$ 3,803.00					
54335	4/5/2007	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
54735	5/10/2007	Dunlap, Van Vleck & Brown	\$ 3,802.50	Lobbying - State	\$ 3,802.50					
55127	6/14/2007	Dunlap, Van Vleck & Brown	\$ 3,802.00	Lobbying - State	\$ 3,802.00					
55547	7/18/2007	Dunlap, Van Vleck & Brown	\$ 3,802.00	Lobbying - State	\$ 3,802.00					
55961	8/23/2007	Dunlap, Van Vleck & Brown	\$ 3,802.00	Lobbying - State	\$ 3,802.00					
56297	9/18/2007	Dunlap, Van Vleck & Brown	\$ 3,809.00	Lobbying - State	\$ 3,809.00					
56615	10/11/2007	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
56919	11/8/2007	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
57308	12/13/2007	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
57606	1/10/2008	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
57950	2/7/2008	Dunlap, Van Vleck & Brown	\$ 3,817.94	Lobbying - State	\$ 3,817.94					
58314	3/13/2008	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
58723	4/10/2008	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
59102	5/15/2008	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
59439	6/12/2008	Dunlap, Van Vleck & Brown	\$ 3,800.00	Lobbying - State	\$ 3,800.00					
53556	2/1/2007	Earl Farnsworth Express	\$ 3,048.27	Relocation Expense: 25 Laguna Seca	\$ 3,048.27					
52668	11/2/2006	Edward & Joan Miller	\$ 4,328.00	Relocation Assistance: 27 Laguna Seca	\$ 4,328.00					
53250	12/28/2006	Edward & Joan Miller	\$ 5,991.64	Relocation Assistance: 27 Laguna Seca	\$ 5,991.64					
53576	2/1/2007	Elaine Kent & Kathy Kent-Chick	\$ 225.00	Relocation Assistance - 25 Laguna Seca	\$ 225.00					

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56847	11/1/2007	Elaine Kent & Kathy Kent-Chick	\$ 675.00	Relocation Assistance: 25 Laguna Seca	\$ 675.00					\$ 675.00
57875	1/31/2008	Elaine Kent & Kathy Kent-Chick	\$ 360.00	Relocation Assistance: 25 Laguna Seca	\$ 360.00					\$ 360.00
60266	9/2/2008	Elaine Kent & Kathy Kent-Chick	\$ 11,039.70	Relocation Assistance: 25 Laguna Seca	\$ 11,039.70					\$ 11,039.70
45941	12/22/2004	Entomological Consulting	\$ 10,000.00	Endangered Species Review for Valley Elderberry Longhorn Beetle	\$ 10,000.00					\$ 10,000.00
45657	11/19/2004	Environmental Data Resources	\$ 350.00	Property Acquisition/Environmental Assessment	\$ 350.00					\$ 350.00
45998	12/30/2004	Environmental Data Resources	\$ 334.00	Floodplain aerial photography	\$ 334.00					\$ 334.00
47619	6/24/2005	Eric Sklar	\$ 445.80	Lobbying - Federal: Travel Expenses	\$ 445.80					
49111	11/18/2005	Eric Sklar	\$ 629.99	Lobbying - Federal: Travel Expenses	\$ 629.99					
52765	11/9/2006	Eric Sklar	\$ 1,099.70	Lobbying - Federal: Travel Expenses	\$ 1,099.70					
53789	2/15/2007	Eric Sklar	\$ 196.90	Lobbying - Federal: Travel Expenses	\$ 196.90					
58269	3/6/2008	Eric Sklar	\$ 2,249.95	Lobbying - Federal: Travel Expenses	\$ 2,249.95					
61002	11/3/2008	Eric Sklar	\$ 1,163.91	Lobbying - Federal: Travel Expenses	\$ 1,163.91					
71751	6/24/2009	Eric Sklar	\$ 1,135.03	Lobbying - Federal: Travel Expenses	\$ 1,135.03					
74999	5/5/2010	Eric Sklar	\$ 847.64	Lobbying - Federal: Travel Expenses	\$ 847.64					
40319	6/4/2003	FedEx	\$ 121.00	shipping	\$ 121.00					
41968	11/5/2003	FedEx	\$ 27.42	Shipment to Swanson Hydrology	\$ 27.42					\$ 27.42
43578	4/21/2004	FedEx	\$ 120.62	Shipments to FEMA & Miller, Star & Regalia (Attorneys/Hunter Land Acquisition)				\$ 120.62		\$ 120.62
43988	6/2/2004	FedEx	\$ 63.88	Shipments (recipients unknown)				\$ 63.88		\$ 63.88
44391	7/22/2004	FedEx	\$ 16.70	Shipment to Remy, Thomas, Moose and Manley (Attorneys/land use & environmental law)				\$ 16.70		\$ 16.70
45050	9/22/2004	FedEx	\$ 20.17	Lobbying - Federal: Shipment - Carmen Group	\$ 20.17					\$ 20.17
46246	1/2/2005	FedEx	\$ 18.93	Shipment - Napa Flood Control	\$ 18.93					\$ 18.93
46652	3/17/2005	FedEx	\$ 33.52	Lobbying - Federal: Shipment - Carmen Group	\$ 33.52					\$ 33.52
47706	7/8/2005	FedEx	\$ 50.07	Lobbying - Federal: Shipment - Carmen Group	\$ 50.07					\$ 50.07
47706	7/8/2005	FedEx	\$ 21.46	Shipment to Associated Right of Way Services/Land Appraisal	\$ 21.46					\$ 21.46
49138	11/23/2005	FedEx	\$ 46.26	Shipments to Chaudhard, Mead & Hunt, Parsons Brinkerhoff	\$ 46.26					\$ 46.26
53341	1/11/2007	FedEx	\$ 17.66	Shipment to Mee Moving and Storage Co (26 Laguna Seca Relocation Assistance)	\$ 17.66					\$ 17.66

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

54814	5/17/2007	FedEx	\$ 158.96	Shipments to Bidders for MHP Demo	\$ 158.96					\$ 158.96
55271	6/28/2007	FedEx	\$ 16.10	Shipment to Delta Oil field Svc/MHP Demo				\$ 16.10		\$ 16.10
58317	3/13/2008	Fedex	\$ 27.97	Shipment Fees				\$ 27.97		\$ 27.97
72642	9/16/2009	FedEx	\$ 31.91	Shipment to CA Water Resources Control Board and one unknown recipient shipment				\$ 31.91		
73660	12/29/2009	FedEx	\$ 49.78	Shipments to Water Resources Control Board (\$32.26 & Attorney \$17.52)				\$ 49.78		
74039	2/4/2010	FedEx	\$ 10.42	Shipment to CA Water Resources Control Board				\$ 10.42		
75332	6/16/2010	FedEx	\$ 15.95	Shipment to CA Water Resources Control Board				\$ 15.95		
75793	7/28/2010	Fedex	\$ 18.36	Shipment to Water Resources Control Board/SRF Loan				\$ 18.36		
76106	8/25/2010	Fedex	\$ 28.75	Shipment to Water Resources Control Board/SRF Loan & State of CA (Single Audit Reports)				\$ 28.75		
77100	12/1/2010	Fedex	\$ 18.34	Shipment to Water Resources Control Board/SRF Loan				\$ 18.34		
78192	3/30/2011	Fedex	\$ 32.51	Shipment to Mead & Hunt				\$ 32.51		
79280	7/27/2011	Fedex	\$ 50.15	Shipments to State Water Control Board for SRF				\$ 50.15		
79909	10/5/2011	Fedex	\$ 137.56	Shipments to Kennedy Civil Engineers				\$ 137.56		
80259	11/2/2011	Fedex	\$ 67.68	Shipments to State of CA for Annual Roads Report and Single Audit Report				\$ 67.68		
82665	8/2/2012	Fedex	\$ 18.89	Shipment to Argonaut Construction				\$ 18.89		
84123	2/4/2013	Fedex	\$ 21.78	Shipment to Dennis Hunter/Property Acquisition				\$ 21.78		
51317	7/7/2006	FEMA Fee Charge Administrator	\$ 5,000.00	MT-2 Application Fee for VVMHP Flood Project	\$ 5,000.00					
40885	8/7/2003	First American Title	\$ 1,500.00	Mailings for Sulphur Creek & Napa River Flood projects	\$ 1,500.00					\$ 3,500.00
53442	1/25/2007	First American Title	\$ 44,158.80	Relocation Expenses - 25 Laguna Seca (Funds to Escrow)	\$ 44,158.80					
	2003-2004	First American Title	\$ 1,170.84	Mailing/Public Outreach				\$ 1,170.84		\$ 1,170.84
71791	6/30/2009	Fischer Computer Systems	\$ 2,340.00	Construction: trailer internet & computer set-up	\$ 2,340.00					\$ 2,260.00
72033	7/22/2009	Fischer Computer Systems	\$ 120.00	Communications: Internet Access for Project Mgr	\$ 120.00					
72171	8/5/2009	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
72496	9/2/2009	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
73122	11/5/2009	Fischer Computer Systems	\$ 120.00	Communications: Internet Access for Project Mgr	\$ 120.00					
73579	12/16/2009	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
73838	1/14/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

74107	2/10/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
74505	3/17/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
74698	4/7/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
75100	5/19/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
75267	6/8/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
75539	7/7/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
75871	8/5/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
76188	9/2/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
76514	10/6/2010	Fischer Computer Systems	\$ 60.00	Communications: Internet Access for Project Mgr	\$ 60.00					
80932	1/1/2012	FJ Kennedy	\$ 4,315.00	Professional Services				\$ 4,315.00		
54654	5/3/2007	Forensic Analytical Consulting Services	\$ 11,035.25	Sample Testing Services & Project Administration	\$ 2,758.81	\$ 8,276.44				
45298	10/18/2004	Giugni & Son Grocery Co.	\$ 61.47	Meals				\$ 61.47		
79131	7/12/2011	Green Vista Landscape	\$ 2,931.86	Construction: Habitat Restoration	\$ 2,931.86					
79484	8/17/2011	Green Vista Landscape	\$ 7,528.18	Construction: Habitat Restoration	\$ 7,528.18					
79550	8/24/2011	Green Vista Landscape	\$ 8,400.00	Construction: Habitat Restoration	\$ 8,400.00					
81311	2/29/2012	Green Vista Landscape	\$ 7,764.00	Construction: Habitat Restoration	\$ 7,764.00					
	2003-2004	Greystone - Culinary Institute of America (aka Wine Spectator)	\$ 669.79					\$ 669.79		\$ 669.79
51399	7/14/2006	Groeniger & Co	\$ 572.40	Construction supplies Mitchell St Storm Drain	\$ 572.40					
41646	10/8/2003	Hamilton Ricci & Assoc	\$ 5,812.00	Property Appraisals: Hunter & Miller	\$ 1,453.00	\$ 4,359.00				
43097	3/3/2004	Hamilton Ricci & Assoc	\$ 3,500.00	Property Appraisals: Hunter & Miller Revisions	\$ 875.00	\$ 2,625.00				
44757	8/24/2004	Hamilton Ricci & Assoc	\$ 4,700.00	Appraisal Updates - Hunter, Miller & HMS	\$ 1,175.00	\$ 3,525.00				
39771	3/31/2003	Hamilton, Ricci & Associates	\$ 6,000.00	Appraisal of HMS Vineyards	\$ 1,500.00	\$ 4,500.00				
81585	3/29/2012	Hanson Bridgett LLP	\$ 2,000.00	Settlement: Attorney Fees				\$ 2,000.00		
48674	10/7/2005	Harold Smith & Sons	\$ 1,776.96	Construction Mitchell St Duck Pond	\$ 1,776.96					\$ 1,776.96
48861	10/21/2005	Harold Smith & Sons	\$ 213.37	Construction Mitchell Storm Drain	\$ 213.37					\$ 213.37
49963	2/17/2006	Harold Smith & Sons	\$ 165.18	Construction at VVMHP/Repairs after Cultural Resources Study	\$ 165.18					\$ 165.18
51152	6/16/2006	Harold Smith & Sons	\$ 1,670.86	Mitchell Storm Drain Construction	\$ 1,670.86					\$ 1,670.86
52679	11/2/2006	Harold Smith & Sons	\$ 1,096.26	Construction: Dust control at Miller Property	\$ 1,096.26					
74125	2/10/2010	Harold Smith & Sons	\$ 366.05	Construction: 3/4 " crushed drain & straw	\$ 366.05					
80426	11/16/2011	Harold Smith & Sons	\$ 52,073.00	Chip/Seal Paving for VVMHP/Levee Project	\$ 52,073.00					

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80756	12/21/2011	Harold Smith & Sons	\$ 11,323.00	Change Order to Chip/Seal Paving	\$ 11,323.00					
82897	8/29/2012	Harold Smith & Sons	\$ 15,051.00	Change Order to Chip/Seal Paving	\$ 15,051.00					
82897	8/29/2012	Harold Smith & Sons	\$ 15,051.00	Construction: Chip/Seal Extension & Change VVMHP	\$ 15,051.00					
	2007-2008	Harold Smith and Sons	\$ 1,128.26					\$ 1,128.26		\$ 1,128.26
52022	9/8/2006	Heather Stanton	\$ 4,700.00	Professional Services: Project Management	\$ 4,700.00					\$ 4,700.00
52529	10/19/2006	Heather Stanton	\$ 2,950.00	Professional Services: Project Management	\$ 2,950.00					\$ 2,950.00
53228	12/21/2006	Heather Stanton	\$ 3,800.00	Professional Services: Project Management	\$ 3,800.00					\$ 3,800.00
53312	1/4/2007	Heather Stanton	\$ 1,600.00	Professional Services: Project Management	\$ 1,600.00					\$ 1,600.00
53509	1/25/2007	Heather Stanton	\$ 800.00	Professional Services: Project Management	\$ 800.00					\$ 800.00
53794	2/15/2007	Heather Stanton	\$ 2,100.00	Professional Services: Project Management	\$ 2,100.00					\$ 2,100.00
54147	3/15/2007	Heather Stanton	\$ 2,000.00	Professional Services: Project Management	\$ 2,000.00					\$ 2,000.00
54467	4/12/2007	Heather Stanton	\$ 1,700.00	Professional Services: Project Management	\$ 1,700.00					\$ 1,700.00
54851	5/17/2007	Heather Stanton	\$ 1,150.00	Professional Services: Project Management	\$ 1,150.00					\$ 1,150.00
55088	6/7/2007	Heather Stanton	\$ 800.00	Professional Services: Project Management	\$ 800.00					\$ 800.00
55839	8/9/2007	Heather Stanton	\$ 1,500.00	Professional Services: Project Management	\$ 1,500.00					\$ 1,500.00
56339	9/18/2007	Heather Stanton	\$ 660.00	Professional Services: Project Management	\$ 660.00					\$ 660.00
56979	11/8/2007	Heather Stanton	\$ 605.00	Professional Services: Project Management	\$ 605.00					\$ 605.00
57359	12/13/2007	Heather Stanton	\$ 2,600.00	Professional Services: Project Management	\$ 2,600.00					\$ 2,600.00
57111	11/21/2007	Heather Stanton (DBA Program Management)	\$ 1,405.00	Professional Services: Project Management	\$ 1,405.00					\$ 1,405.00
52384	10/12/2006	Hermanus & Joyce Brock	\$ 3,746.00	Relocation Expenses - 35 Laguna Seca Ct	\$ 3,746.00					
52470	10/19/2006	Hermanus & Joyce Brock	\$ 150.00	Relocation Expenses - 35 Laguna Seca Ct	\$ 150.00					
52554	10/26/2006	Hermanus & Joyce Brock	\$ 1,290.00	Relocation Expenses - 35 Laguna Seca Ct	\$ 1,290.00					
45060	9/22/2004	Hertz Equipment	\$ 839.93	Trackmachine Rental	\$ 839.93					\$ 839.93
53453	1/25/2007	Holmes Van & Storage Inc	\$ 1,369.80	Relocation Assistance - 23 Laguna Seca	\$ 1,369.80					
53893	3/1/2007	Holmes Van & Storage Inc	\$ 5,737.73	Relocation Assistance - 24 Laguna Seca	\$ 5,737.73					
56429	9/27/2007	Holmes Van & Storage Inc	\$ 1,019.00	Relocation Assistance: 23 Laguna Seca	\$ 1,019.00					\$ 1,019.00
	2007-2008	HOR	\$ 1,742.56					\$ 1,742.56		\$ 1,742.56
31738	1/9/2001	Horizon Computers (HOR)	\$ 5,817.00	Computer for Public Works (listed in FEMA payback as FY 2004-2005 as date)				\$ 5,817.00		\$ 5,817.00
78118	3/16/2011	Independent Electric Supply	\$ 369.75	Various Parts	\$ 369.75					
81505	3/21/2012	Independent Stationers Group	\$ 6.69	Office Supplies	\$ 6.69					

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52141	9/22/2006	Intercall	\$ 85.31	Conference Calls				\$ 85.31		\$ 85.31
52734	11/9/2006	Intercall	\$ 233.89	Conference Calls - VVMHP Design & Project Management				\$ 233.89		\$ 233.89
52817	11/16/2006	Intercall	\$ 19.40	Conference Calls				\$ 19.40		\$ 19.40
53458	1/25/2007	Intercall	\$ 15.92	Conference Calls - Legal				\$ 15.92		\$ 15.92
53745	2/15/2007	Intercall	\$ 36.02	Conference Call - property acquisition				\$ 36.02		\$ 36.02
54113	3/15/2007	Intercall	\$ 34.54	Conference Call - property acquisition				\$ 34.54		\$ 34.54
54514	4/19/2007	Intercall	\$ 73.50	Conference Call - project permits				\$ 73.50		\$ 73.50
54817	5/17/2007	Intercall	\$ 282.78	Conference Call - Property acquisition, project management, SRF				\$ 282.78		\$ 282.78
55551	7/18/2007	Intercall	\$ 314.28	Communications				\$ 314.28		
55906	8/16/2007	Intercall	\$ 649.09	Communications				\$ 649.09		
56529	10/4/2007	Intercall	\$ 60.57	Communications				\$ 60.57		
56789	10/18/2007	Intercall	\$ 0.91	Communications				\$ 0.91		
57087	11/21/2007	Intercall	\$ 164.63	Communications				\$ 164.63		
57415	12/20/2007	Intercall	\$ 361.25	Communications: Property Acquistions				\$ 361.25		
57715	1/17/2008	Intercall	\$ 191.86	Communications: Grant, Team Meeting, Acquisitions				\$ 191.86		
60186	8/21/2008	Intercall	\$ 1,270.97	Communications				\$ 1,270.97		\$ 1,270.97
60910	10/23/2008	Intercall	\$ 43.88	Communications: Litigation				\$ 43.88		\$ 43.88
61235	11/20/2008	Intercall	\$ 145.09	Communications				\$ 145.09		\$ 145.09
61562	12/23/2008	Intercall	\$ 46.88	Communications				\$ 46.88		\$ 46.88
70116	1/22/2009	Intercall	\$ 67.23	Communications: Property Acquistions				\$ 67.23		\$ 67.23
70333	2/11/2009	Intercall	\$ 139.90	Communications: Project Mtgs, Funding/Grants/Loans				\$ 139.90		\$ 139.90
70681	3/17/2009	Intercall	\$ 79.74	Funding/Grants/Loans				\$ 79.74		\$ 79.74
71042	4/22/2009	Intercall	\$ 129.45	Communications				\$ 129.45		\$ 129.45
71369	5/20/2009	Intercall	\$ 112.67	Communications				\$ 112.67		\$ 112.67
49276	12/9/2005	JAMS	\$ 616.67	Mediation Services	\$ 616.67					\$ 616.67
70271	2/5/2009	JAMS	\$ 3,300.00	Mediation Services	\$ 3,300.00					\$ 3,300.00
70357	2/17/2009	JAMS	\$ 21,725.00	Mediation Services	\$ 21,725.00					\$ 21,725.00
70845	4/1/2009	JAMS	\$ 26,419.24	Mediation Services	\$ 26,419.24					\$ 26,419.24
71279	5/13/2009	JAMS	\$ 2,302.00	Mediation Services	\$ 2,302.00					\$ 2,302.00
72124	8/5/2009	JAMS	\$ 4,410.03	Case Management Fee & Judicial Assistant Services (Dispute Resolution City v VVMHP)	\$ 4,410.03					
72255	8/12/2009	JAMS	\$ 2,225.00	Mediation Services	\$ 2,225.00					
72701	9/18/2009	JAMS	\$ 4,400.00	Mediation Services	\$ 4,400.00					
73234	11/10/2009	JAMS	\$ 9,900.00	Mediation Services	\$ 9,900.00					
79232	7/20/2011	Jarvis, Fay, Doporto & Gibson LLP	\$ 7,751.24	Legal Fees				\$ 7,751.24		
79489	8/17/2011	Jarvis, Fay, Doporto & Gibson LLP	\$ 750.83	Legal Fees				\$ 750.83		
79810	9/21/2011	Jarvis, Fay, Doporto & Gibson LLP	\$ 4,107.50	Legal Fees				\$ 4,107.50		
80032	10/13/2011	Jarvis, Fay, Doporto & Gibson LLP	\$ 4,652.56	Legal Fees				\$ 4,652.56		
80505	11/30/2011	Jarvis, Fay, Doporto & Gibson LLP	\$ 7,049.17	Legal Fees				\$ 7,049.17		
80727	12/21/2011	Jarvis, Fay, Doporto & Gibson LLP	\$ 9,144.00	Legal Fees				\$ 9,144.00		
81023	1/25/2012	Jarvis, Fay, Doporto & Gibson LLP	\$ 19,381.45	Legal Fees				\$ 19,381.45		
81412	3/7/2012	Jarvis, Fay, Doporto & Gibson LLP	\$ 17,704.18	Legal Fees				\$ 17,704.18		
81719	4/12/2012	Jarvis, Fay, Doporto & Gibson LLP	\$ 17,533.70	Legal Fees				\$ 17,533.70		
82077	5/22/2012	Jarvis, Fay, Doporto & Gibson LLP	\$ 46,140.24	Legal Fees				\$ 46,140.24		

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82674	8/2/2012	Jarvis, Fay, Doporto & Gibson LLP	\$ 2,170.40	Legal Fees				\$ 2,170.40		
83133	9/28/2012	Jarvis, Fay, Doporto & Gibson LLP	\$ 18,660.41	Legal Fees				\$ 18,660.41		
57009	11/15/2007	Jerry Brousschau	\$ 500.32	Pre-construction fence at 21 Laguna Seca	\$ 500.32					\$ 500.32
50513	4/14/2006	Jerry Haag Urban Planner	\$ 1,995.00	VVMHP for Relocation/HCD Info	\$ 1,995.00					\$ 1,995.00
52180	9/22/2006	Joan Young	\$ 19,068.00	Relocation Assistance: 22 Laguna Seca	\$ 19,068.00					
52612	10/26/2006	Joan Young	\$ 3,279.01	Relocation Assistance: 22 Laguna Seca	\$ 3,279.01					
53053	12/7/2006	Joan Young	\$ 33.01	Relocation Assistance: 22 Laguna Seca	\$ 33.01					
74543	3/17/2010	John Truxaw, Attorney at Law	\$ 144.00	Legal Fees: City Attorney	\$ 144.00					
74807	4/14/2010	John Truxaw, Attorney at Law	\$ 416.00	Legal Fees: City Attorney	\$ 416.00					
75127	5/19/2010	John Truxaw, Attorney at Law	\$ 480.00	Legal Fees: City Attorney	\$ 480.00					
75473	6/23/2010	John Truxaw, Attorney at Law	\$ 240.00	Legal Fees: City Attorney	\$ 240.00					
75828	7/28/2010	John Truxaw, Attorney at Law	\$ 368.00	Legal Fees: City Attorney	\$ 368.00					
77846	2/17/2011	John Truxaw, Attorney at Law	\$ 288.00	Legal Fees: City Attorney	\$ 288.00					
78668	5/12/2011	John Truxaw, Attorney at Law	\$ 1,440.00	Legal Fees: City Attorney	\$ 1,440.00					
78930	6/15/2011	John Truxaw, Attorney at Law	\$ 2,720.00	Legal Fees: City Attorney	\$ 2,720.00					
79318	7/27/2011	John Truxaw, Attorney at Law	\$ 1,568.00	Legal Fees: City Attorney	\$ 1,568.00					
74182	2/17/2012	John Truxaw, Attorney at Law	\$ 48.00	Legal Fees: City Attorney	\$ 48.00					
57325	12/13/2007	Jon Lander	\$ 840.00	Professional Services: Technical Manager for Project	\$ 840.00					\$ 840.00
57969	2/7/2008	Jon Lander	\$ 2,560.00	Professional Services: Technical Manager for Project	\$ 2,560.00					\$ 2,560.00
58334	3/13/2008	Jon Lander	\$ 1,840.00	Professional Services: Technical Manager for Project	\$ 1,840.00					\$ 1,840.00
59120	5/15/2008	Jon Lander	\$ 1,640.00	Professional Services: Technical Manager for Project	\$ 1,640.00					\$ 1,640.00
59830	7/24/2008	Jon Lander	\$ 160.00	Professional Services: Technical Manager for Project	\$ 160.00					\$ 160.00
61057	11/6/2008	Jon Lander	\$ 640.00	Professional Services: Technical Manager for Project	\$ 640.00					\$ 640.00
61415	12/11/2008	Jon Lander	\$ 3,760.00	Professional Services: Technical Manager for Project	\$ 3,760.00					\$ 3,760.00
61695	1/8/2009	Jon Lander	\$ 2,320.00	Professional Services: Technical Manager for Project	\$ 2,320.00					\$ 2,320.00
70683	3/17/2009	Jon Lander	\$ 880.00	Professional Services: Technical Manager for Project	\$ 880.00					\$ 880.00
70940	4/8/2009	Jon Lander	\$ 1,200.00	Professional Services: Technical Manager for Project	\$ 1,200.00					\$ 1,200.00
71284	5/13/2009	Jon Lander	\$ 4,240.00	Professional Services: Technical Manager for Project	\$ 4,240.00					\$ 4,240.00
71558	6/10/2009	Jon Lander	\$ 6,400.00	Professional Services: Technical Manager for Project	\$ 6,400.00					\$ 6,400.00
71998	7/22/2009	Jon Lander	\$ 12,480.00	Professional Services: Technical Flood Manager	\$ 12,480.00					
72413	8/26/2009	Jon Lander	\$ 13,680.00	Professional Services: Technical Flood Manager	\$ 13,680.00					
72656	9/16/2009	Jon Lander	\$ 13,120.00	Professional Services: Technical Flood Manager	\$ 13,120.00					
73017	10/22/2009	Jon Lander	\$ 12,400.00	Professional Services: Technical Flood Manager	\$ 12,400.00					
73313	11/19/2009	Jon Lander	\$ 6,080.00	Professional Services: Technical Flood Manager	\$ 6,080.00					

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74512	3/17/2010	Jon Lander	\$ 6,160.00	Professional Services: Technical Flood Manager	\$ 6,160.00					
74865	4/20/2010	Jon Lander	\$ 1,600.00	Professional Services: Technical Flood Manager	\$ 1,600.00					
75441	6/23/2010	Jon Lander	\$ 1,280.00	Professional Services: Technical Flood Manager	\$ 1,280.00					
75509	6/30/2010	Jon Lander	\$ 2,560.00	Professional Services: Technical Flood Manager	\$ 2,560.00					
75670	7/14/2010	Jon Lander	\$ 10,880.00	Professional Services: Technical Flood Manager	\$ 10,880.00					
76192	9/2/2010	Jon Lander	\$ 11,600.00	Professional Services: Technical Flood Manager			\$ 11,600.00			
76376	9/22/2010	Jon Lander	\$ 11,840.00	Professional Services: Technical Flood Manager			\$ 11,840.00			
76704	10/20/2010	Jon Lander	\$ 11,440.00	Professional Services: Technical Flood Manager			\$ 11,440.00			
76984	11/17/2010	Jon Lander	\$ 7,120.00	Professional Services: Technical Flood Manager			\$ 7,120.00			
77394	1/6/2011	Jon Lander	\$ 6,720.00	Professional Services: Technical Flood Manager			\$ 6,720.00			
77474	1/12/2011	Jon Lander	\$ 1,280.00	Professional Services: Technical Flood Manager			\$ 1,280.00			
80464	11/21/2011	Jon Lander	\$ 7,040.00	Professional Services: Technical Project Manager	\$ 7,040.00					
80732	12/21/2011	Jon Lander	\$ 480.00	Professional Services: Technical Project Manager	\$ 480.00					
82132	5/30/2012	Jon Lander	\$ 2,240.00	Professional Services: Technical Project Manager	\$ 2,240.00					
44964	9/13/2004	Jonathon Goldman	\$ 61.42	Meals			\$ 61.42			\$ 61.42
49277	12/9/2005	Jones & Stokes	\$ 4,914.00	Professional Services: CEQA Addendum	\$ 1,228.50	\$ 3,685.50				
49416	12/22/2005	Jones & Stokes	\$ 12,527.43	Professional Services: CEQA Addendum	\$ 3,131.86	\$ 9,395.57				
49645	1/20/2006	Jones & Stokes	\$ 197.10	Professional Services: CEQA Addendum	\$ 49.28	\$ 147.83				
50075	3/3/2006	Jones & Stokes	\$ 182.02	Professional Services: CEQA Addendum	\$ 45.51	\$ 136.52				
50643	4/28/2006	Jones & Stokes	\$ 2,550.00	Professional Services: CEQA Addendum	\$ 637.50	\$ 1,912.50				
50902	5/26/2006	Jones & Stokes	\$ 3,836.48	Professional Services: CEQA Addendum	\$ 959.12	\$ 2,877.36				
51676	8/4/2006	Jones & Stokes	\$ 6,971.67	Professional Services: CEQA Addendum	\$ 1,742.92	\$ 5,228.75				
51777	8/18/2006	Jones & Stokes	\$ 11,453.56	Professional Services: CEQA Addendum	\$ 2,863.39	\$ 8,590.17				
52404	10/12/2006	Jones & Stokes	\$ 11,309.70	Professional Services: CEQA Addendum	\$ 2,827.43	\$ 8,482.28				
52736	11/9/2006	Jones & Stokes	\$ 2,174.10	Professional Services: CEQA Addendum	\$ 543.53	\$ 1,630.58				
52869	11/21/2006	Jones & Stokes	\$ 3,221.25	Professional Services: CEQA Addendum	\$ 805.31	\$ 2,415.94				
53192	12/21/2006	Jones & Stokes	\$ 2,439.31	Professional Services: CEQA Addendum	\$ 609.83	\$ 1,829.48				
53667	2/8/2007	Jones & Stokes	\$ 6,965.25	Professional Services: CEQA Addendum	\$ 1,741.31	\$ 5,223.94				

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53832	2/22/2007	Jones & Stokes	\$ 5,248.00	Professional Services: CEQA Addendum	\$ 1,312.00	\$ 3,936.00				
54196	3/22/2007	Jones & Stokes	\$ 2,310.30	Professional Services: CEQA Addendum	\$ 577.58	\$ 1,732.73				
54599	4/26/2007	Jones & Stokes	\$ 2,602.00	Professional Services: CEQA Addendum	\$ 1,181.37	\$ 1,420.63				
54900	5/24/2007	Jones & Stokes	\$ 5,431.72	Professional Services: CEQA Addendum	\$ 1,357.93	\$ 4,073.79				
55133	6/14/2007	Jones & Stokes	\$ 1,875.00	Professional Services: CEQA Addendum	\$ 468.75	\$ 1,406.25				
55624	7/25/2007	Jones & Stokes	\$ 825.00	Professional Services: CEQA Addendum	\$ 206.25	\$ 618.75				
55969	8/23/2007	Jones & Stokes	\$ 450.00	Professional Services: CEQA Addendum	\$ 112.50	\$ 337.50				
56310	9/18/2007	Jones & Stokes	\$ 450.00	Professional Services: CEQA Addendum	\$ 112.50	\$ 337.50				
57030	11/15/2007	Jones & Stokes	\$ 372.17	Professional Services: CEQA Addendum	\$ 93.04	\$ 279.13				
57784	1/24/2008	Jones & Stokes	\$ 300.00	Professional Services: CEQA Addendum	\$ 300.00					
58053	2/14/2008	Jones & Stokes	\$ 600.00	Professional Services: CEQA Addendum	\$ 150.00	\$ 450.00				
58413	3/20/2008	Jones & Stokes	\$ 1,800.00	Professional Services: CEQA Addendum	\$ 450.00	\$ 1,350.00				
58890	4/24/2008	Jones & Stokes	\$ 2,168.04	Professional Services: CEQA Addendum	\$ 542.01	\$ 1,626.03				
60583	9/25/2008	Jones & Stokes	\$ 534.56	Professional Services: CEQA Addendum	\$ 133.64	\$ 400.92				
60825	10/16/2008	Jones & Stokes	\$ 1,120.73	Professional Services: CEQA Addendum	\$ 280.18	\$ 840.55				
70177	1/29/2009	Jones & Stokes	\$ 1,493.44	Professional Services: CEQA Addendum	\$ 1,493.44					
71043	4/22/2009	Jones & Stokes	\$ 375.00	Professional Services: CEQA Addendum	\$ 375.00					
71436	5/28/2009	Jones & Stokes	\$ 450.00	Professional Services: CEQA Addendum	\$ 450.00					
71729	6/24/2009	Jones & Stokes	\$ 450.00	Professional Services: CEQA Addendum	\$ 450.00					
73310	11/19/2009	Jones & Stokes	\$ 675.00	Professional Services: CEQA Addendum	\$ 675.00					
73967	1/27/2010	Jones & Stokes (ICF International)	\$ 825.00	Professional Services: CEQA Addendum	\$ 825.00					
75270	6/8/2010	Jones & Stokes (ICF International)	\$ 1,108.04	Professional Services: CEQA Addendum	\$ 1,108.04					
75438	6/23/2010	Jones & Stokes (ICF International)	\$ 1,575.00	Professional Services: CEQA Addendum	\$ 1,575.00					
75669	7/14/2010	Jones & Stokes (ICF International)	\$ 300.00	Professional Services: CEQA Addendum	\$ 300.00					
55680	7/26/2007	Karen Scalabrini	\$ 75.18	Mileage: to Sacramento for SRF meeting				\$ 75.18		
59861	7/24/2008	Karen Scalabrini	\$ 90.11	Mileage to Meeting (AB 1898 which authorized City to accept funds thru Federal WRDA)				\$ 90.11		
73613	12/16/2009	Karen Scalabrini	\$ 84.66	Mileage: DWR SRF Meeting				\$ 84.66		
35984	3/7/2002	Keller's Grocery	\$ 35.75	Meals				\$ 35.75		\$ 35.75
36566	5/9/2002	Keller's Grocery	\$ 25.26	Meals				\$ 25.26		\$ 25.26

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38427	11/7/2002	Keller's Grocery	\$ 8.75	Meals				\$ 8.75		\$ 8.75
41535	9/30/2003	Keller's Grocery	\$ 7.32	Meals				\$ 7.32		\$ 894.07
44500	7/22/2004	Ken Slavins	\$ 235.75	Lobbying - Federal: Travel Expenses	\$ 235.75					
45685	11/19/2004	Ken Slavins	\$ 349.95	Lobbying - Federal: Travel Expenses	\$ 349.95					
58481	3/27/2008	Kingsborough Atlas Tree Surgery, Inc	\$ 18,300.00	Construction: Tree topping & removal	\$ 18,300.00					\$ 18,300.00
40637	7/2/2003	Kinkos	\$ 96.11	Copies for Flood Protection	\$ 96.11					\$ 96.11
42816	2/5/2004	Kinkos	\$ 89.46	Flood EIR Printing	\$ 89.46					\$ 89.46
43728	5/5/2004	Kinkos	\$ 627.89	Revised DEIR Printing	\$ 627.89					\$ 627.89
44261	7/8/2004	Kinkos	\$ 235.78	Deer Park/Silverado Trail Flood Project Printing	\$ 235.78					\$ 4,513.34
51325	7/7/2006	Kleinfelder, Inc	\$ 3,383.75	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 845.94	\$ 2,537.81				
51934	8/31/2006	Kleinfelder, Inc	\$ 927.60	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 231.90	\$ 695.70				
52495	10/19/2006	Kleinfelder, Inc	\$ 3,515.00	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 878.75	\$ 2,636.25				
52576	10/26/2006	Kleinfelder, Inc	\$ 13,314.05	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 3,328.51	\$ 9,985.54				
52659	11/2/2006	Kleinfelder, Inc	\$ 17,025.82	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 4,256.46	\$ 12,769.37				
53101	12/14/2006	Kleinfelder, Inc	\$ 6,960.75	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 1,740.19	\$ 5,220.56				
54116	3/15/2007	Kleinfelder, Inc	\$ 320.00	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 80.00	\$ 240.00				
54354	4/5/2007	Kleinfelder, Inc	\$ 2,305.00	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 576.25	\$ 1,728.75				
54902	5/24/2007	Kleinfelder, Inc	\$ 4,074.20	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 1,018.55	\$ 3,055.65				
54968	5/31/2007	Kleinfelder, Inc	\$ 12,947.50	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 3,236.88	\$ 9,710.63				
55473	7/12/2007	Kleinfelder, Inc	\$ 943.96	Professional Services: Technical, exporation, Engineering, Riverine Report (replaced warrant #55409)	\$ 235.99	\$ 707.97				
55552	7/18/2007	Kleinfelder, Inc	\$ 1,410.00	Professional Services: Technical, exploration, Engineering, Riverine Report	\$ 352.50	\$ 1,057.50				
56049	8/30/2007	Kleinfelder, Inc	\$ 585.00	Professional Services: Technical, exporation, Engineering, Riverine Report	\$ 146.25	\$ 438.75				
57625	1/10/2008	Kleinfelder, Inc	\$ 2,450.00	Professional Services: Technical, exporation, Engineering, Riverine Report	\$ 612.50	\$ 1,837.50				

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53669	2/8/2009	Kleinfelder, Inc	\$ 16,056.50	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP(For Inv 366977 10/29/06, and Inv 382100 12/31/06)	\$ 4,014.13	\$ 12,042.38				
71556	6/10/2009	Kleinfelder, Inc	\$ 12,231.25	Professional Services: Engineering Analysis, Testing, Riverine Report, VVMHP	\$ 12,231.25					
71997	7/22/2009	Kleinfelder, Inc	\$ 43,315.65	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 43,315.65					
72126	8/5/2009	Kleinfelder, Inc	\$ 77,967.30	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 77,967.30					
72655	9/16/2009	Kleinfelder, Inc	\$ 96,752.90	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 96,752.90					
73672	12/29/2009	Kleinfelder, Inc	\$ 68,870.10	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 68,870.10					
73845	1/14/2010	Kleinfelder, Inc	\$ 9,094.50	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 9,094.50					
73910	1/22/2010	Kleinfelder, Inc	\$ 112,623.40	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 112,623.40					
74222	2/17/2010	Kleinfelder, Inc	\$ 4,368.00	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 4,368.00					
	4/20/2010	Kleinfelder, Inc	\$ 7,779.90	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 7,779.90					
75508	6/30/2010	Kleinfelder, Inc	\$ 34,323.65	Professional Services: Engineering Analysis, Lab Testing, Riverine Report, Project Mgmt	\$ 34,323.65					
75966	8/11/2010	Kleinfelder, Inc	\$ 46,141.85	Professional Services: Engineering, Analysis, Testing, Inspection	\$ 46,141.85					
76222	9/8/2010	Kleinfelder, Inc	\$ 48,427.85	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 48,427.85			
76375	9/22/2010	Kleinfelder, Inc	\$ 39,916.20	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 39,916.20			
76913	11/10/2010	Kleinfelder, Inc	\$ 62,861.50	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 62,861.50			

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76982	11/17/2010	Kleinfelder, Inc	\$ 8,102.00	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 8,102.00			
77391	1/6/2011	Kleinfelder, Inc	\$ 24,980.00	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 24,980.00			
77610	1/27/2011	Kleinfelder, Inc	\$ 27,783.70	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 27,783.70			
78121	3/16/2011	Kleinfelder, Inc	\$ 15,469.00	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 15,469.00			
78287	4/7/2011	Kleinfelder, Inc	\$ 8,865.50	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 8,865.50			
78451	4/27/2011	Kleinfelder, Inc	\$ 2,219.00	Professional Services: Engineering, Analysis, Testing, Inspection			\$ 2,219.00			
79811	9/21/2011	Kleinfelder, Inc	\$ 19,350.00	Professional Services: Engineering, Testing & Inspection	\$ 19,350.00					
80891	1/10/2012	Kleinfelder, Inc	\$ 2,488.00	Professional Services: Engineering, Testing & Inspection	\$ 2,488.00					
81155	2/8/2012	Kleinfelder, Inc	\$ 2,496.00	Professional Services			\$ 2,496.00			
81415	3/7/2012	Kleinfelder, Inc	\$ 292.00	Professional Services			\$ 292.00			
38051	10/3/2002	Knickerbockers	\$ 132.00	Meals/Food for flood meeting			\$ 132.00			\$ 132.00
38698	12/6/2002	Knickerbockers	\$ 96.00	Meals/Food for flood meeting			\$ 96.00			\$ 96.00
40038	5/7/2003	Knickerbockers	\$ 84.00	Meals			\$ 84.00			\$ 84.00
49860	2/10/2006	Knickerbockers	\$ 102.50	Box Lunches for Meeting (Project Design/Relocation)			\$ 102.50			\$ 102.50
50953	6/2/2006	Knickerbockers	\$ 87.50	Box Lunches for Woodley Visit (from DC)			\$ 87.50			\$ 87.50
57231	12/6/2007	Knickerbockers	\$ 80.81	Lunches for Army Corps Meeting			\$ 80.81			\$ 80.81
60267	9/2/2008	Knickerbockers	\$ 381.44	Lunches for Army Corps Meeting			\$ 381.44			\$ 636.38
57877	1/31/2008	Kristen Lowell, Inc	\$ 16,340.00	Professional Services: Engineering Svcs to Establish an Assessment District to Benefit Flood Control Project	\$ 16,340.00					\$ 16,340.00
58057	2/14/2008	Kristen Lowell, Inc	\$ 2,750.00	Professional Services: Engineering Svcs to Establish an Assessment District to Benefit Flood Control Project	\$ 2,750.00					\$ 2,750.00
52498	10/19/2006	Lampson Tractor & Equip	\$ 646.45	Equipment for Mitchell St Drain (Pole Chain Saw)	\$ 646.45					
82207	6/6/2012	Langan Engineering & Environ. Services	\$ 24,227.50	Professional Services: Engineering			\$ 24,227.50			
52474	10/19/2006	Layne Christensen & Co	\$ 8,611.66	Evaluate Miller Irrigation Well for use in revegetation acclimation	\$ 8,611.66					\$ 8,611.66
56492	10/4/2007	Layne Christensen Co	\$ 1,605.74	Repairs to Miller Well (used for dust control & restoration)	\$ 1,605.74					
57303	12/13/2007	Layne Christensen Co	\$ 758.80	Repairs to Miller Well (used for dust control & restoration)	\$ 758.80					

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	2003-2004	League of CA Cities	\$ 785.00	Conference Fees				\$ 785.00		\$ 785.00
71119	4/29/2009	Luc de Faymoreau	\$ 1,220.35	Professional Services: Project Manager/Bid Review for Construction Project	\$ 1,220.35					\$ 1,220.35
71545	6/10/2009	Luc de Faymoreau	\$ 33.01	Bicycle Lights for Project Manager				\$ 33.01		\$ 33.01
72402	8/26/2009	Luc de Faymoreau	\$ 19.32	Supplies: Paint & Flagging Tape	\$ 19.32					
72869	10/7/2009	Luc de Faymoreau	\$ 15.43	Bike Tire Replacement				\$ 15.43		
73112	11/5/2009	Luc de Faymoreau	\$ 41.31	Steve's Hardware: Wader Boots				\$ 41.31		
73829	1/14/2010	Luc de Faymoreau	\$ 62.46	Office Supplies: PC Cleaner software; laptop wireless mouse				\$ 62.46		
76897	11/10/2010	Luc De Faymoreau	\$ 57.62	Bike Seat & Inner Tube				\$ 57.62		
77261	12/16/2010	Luc De Faymoreau	\$ 18.66	Mileage to Napa - Small Claims Court				\$ 18.66		
79903	10/5/2011	Luc De Faymoreau	\$ 20.39	Mileage: County Offices	\$ 20.39					
52469	10/19/2006	M Brocco & Sons	\$ 1,384.38	Spring Mountain Road Dust Off				\$ 1,384.38		
55617	7/25/2007	M Brocco & Sons	\$ 365.49	Pre-Construction Dust Control	\$ 365.49					
	2003-2004	Market Restaurant (Platinum Plus or Reimbursement)	\$ 434.99					\$ 434.99		\$ 434.99
39933	4/16/2003	Martin Oldford	\$ 1,140.00	Fulton St Storm Drain	\$ 1,140.00					
	2004-2005	Martin Oldford	\$ 2,640.00					\$ 2,640.00		\$ 2,640.00
	2003-2004	Martini House	\$ 697.31					\$ 697.31		\$ 697.31
34758	11/7/2001	MBK Engineering	\$ 3,953.51	Engineering/Planning	\$ 988.38	\$ 2,965.13				
34916	11/20/2001	MBK Engineering	\$ 3,056.90	Engineering/Planning	\$ 764.23	\$ 2,292.68				
35456	1/17/2002	MBK Engineering	\$ 6,383.26	Engineering/Planning	\$ 1,595.82	\$ 4,787.45				
35562	1/25/2002	MBK Engineering	\$ 3,961.33	Engineering/Planning	\$ 990.33	\$ 2,971.00				
35830	2/22/2002	MBK Engineering	\$ 14,133.56	Engineering/Planning	\$ 3,533.39	\$ 10,600.17				
36114	3/22/2002	MBK Engineering	\$ 38,356.92	Engineering/Planning	\$ 9,589.23	\$ 28,767.69				
36396	4/19/2002	MBK Engineering	\$ 54,938.50	Engineering/Planning	\$ 13,734.63	\$ 41,203.88				
37029	6/20/2002	MBK Engineering	\$ 93,872.58	Engineering/Planning	\$ 23,468.15	\$ 70,404.44				
37367	7/19/2002	MBK Engineering	\$ 80,700.00	Engineering/Planning	\$ 20,175.00	\$ 60,525.00				
37813	9/5/2002	MBK Engineering	\$ 43,656.11	Vineyard Valley Flood Control Engineering	\$ 10,914.03	\$ 32,742.08				
37921	9/18/2002	MBK Engineering	\$ 34,331.06	Vineyard Valley Flood Control Engineering	\$ 8,582.77	\$ 25,748.30				
38444	11/7/2002	MBK Engineering	\$ 46,544.80	Vineyard Valley Flood Control Engineering	\$ 11,636.20	\$ 34,908.60				
38709	12/6/2002	MBK Engineering	\$ 42,194.13	Vineyard Valley Flood Control Engineering	\$ 10,548.53	\$ 31,645.60				
39134	1/23/2003	MBK Engineering	\$ 86,738.95	Vineyard Valley Flood Control Engineering	\$ 21,684.74	\$ 65,054.21				
39547	3/6/2003	MBK Engineering	\$ 70,978.84	Vineyard Valley Flood Control Engineering	\$ 17,744.71	\$ 53,234.13				
39687	3/19/2003	MBK Engineering	\$ 91,129.50	Vineyard Valley Flood Control Engineering	\$ 22,782.38	\$ 68,347.13				
39916	4/16/2003	MBK Engineering	\$ 36,795.15	Vineyard Valley Flood Control Engineering	\$ 9,198.79	\$ 27,596.36				
40221	5/22/2003	MBK Engineering	\$ 49,295.91	Vineyard Valley Flood Control Engineering	\$ 12,323.98	\$ 36,971.93				
40487	6/20/2003	MBK Engineering	\$ 37,416.22	Vineyard Valley Flood Control Engineering	\$ 9,354.06	\$ 28,062.17				
40782	7/17/2003	MBK Engineering	\$ 39,976.44	Engineering/Planning Svcs: Napa River Hydraulics, EIR, Geomorphology	\$ 9,994.11	\$ 29,982.33				

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40782	7/17/2003	MBK Engineering	\$ 4,840.50	WWTP Flood Proofing (Subcontractor: Camp Dresser & McKee)	\$ 1,210.13	\$ 3,630.38				
41051	8/22/2003	MBK Engineering	\$ 57,078.06	Professional Services: Engineering for Napa River Hydraulics, EIR, Geomorphology, Bank Protection	\$ 14,269.52	\$ 42,808.55				
41403	9/17/2003	MBK Engineering	\$ 4,278.44	Professional Services: Sill removal recommendations at various locations; Bank Protection, hydraulic data for White at Pope St	\$ 1,069.61	\$ 3,208.83				
41819	10/23/2003	MBK Engineering	\$ 6,984.64	Professional Services: Engineering for Napa River Hydraulics, EIR	\$ 1,746.16	\$ 5,238.48				
42310	11/19/2003	MBK Engineering	\$ 38,170.16	Flood Control Project Planning/Engineering/Environmental Services	\$ 9,542.54	\$ 28,627.62				
42130	11/19/2003	MBK Engineering	\$ 38,170.16	Professional Services: Engineering for Napa River Hydraulics, Engineering Feasability, EIR, Economics, RFP	\$ 9,542.54	\$ 28,627.62				
42399	12/22/2003	MBK Engineering	\$ 39,742.57	Professional Services: Engineering Napa River Hydraulics, Feasability, EIR, Economics, RFP	\$ 9,935.64	\$ 29,806.93				
42698	1/22/2004	MBK Engineering	\$ 27,984.95	Professional Services: Engineering Napa River Hydraulics, EIR, RFP	\$ 6,996.24	\$ 20,988.71				
42967	2/18/2004	MBK Engineering	\$ 3,863.03	Professional Services: Engineering Napa River Hydraulics, EIR	\$ 965.76	\$ 2,897.27				
43433	4/8/2004	MBK Engineering	\$ 419.74	Professional Services: Engineering EIR	\$ 104.94	\$ 314.81				
43433	4/8/2004	MBK Engineering	\$ 300.00	Professional Services: Fulton Drain Maps	\$ 75.00	\$ 225.00				
48015	8/5/2005	MBK Engineering	\$ 15,680.60	Professional Services: Engineering		\$ 11,760.45		\$ 3,920.15		
48512	9/23/2005	MBK Engineering	\$ 2,622.40	Professional Services: Engineering		\$ 1,966.80		\$ 655.60		
48947	11/4/2005	MBK Engineering	\$ 669.52	Professional Services: Engineering		\$ 502.14		\$ 167.38		
50652	4/28/2006	MBK Engineering	\$ 2,471.25	Professional Services: Engineering		\$ 1,853.44		\$ 617.81		
51137	6/16/2006	MBK Engineering	\$ 6,235.93	Professional Services: Engineering		\$ 4,676.95		\$ 1,558.98		
51410	7/14/2006	MBK Engineering	\$ 2,978.13	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 744.53	\$ 2,233.60				
51778	8/18/2006	MBK Engineering	\$ 4,481.97	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 1,120.49	\$ 3,361.48				
52147	9/22/2006	MBK Engineering	\$ 5,771.63	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 1,442.91	\$ 4,328.72				

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52580	10/26/2006	MBK Engineering	\$ 1,259.20	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 314.80	\$ 944.40				
52874	11/21/2006	MBK Engineering	\$ 1,515.85	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 378.96	\$ 1,136.89				
53291	1/4/2007	MBK Engineering	\$ 1,350.00	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 337.50	\$ 1,012.50				
53469	1/25/2007	MBK Engineering	\$ 6,039.97	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 1,509.99	\$ 4,529.98				
54205	3/22/2007	MBK Engineering	\$ 5,684.45	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 1,421.11	\$ 4,263.34				
54359	4/5/2007	MBK Engineering	\$ 564.50	Professional Services: Engineering, Hydraulics, mapping, GIS, Project Mgmt	\$ 141.13	\$ 423.38				
55555	7/18/2007	MBK Engineering	\$ 192.50	Professional Services: Mapping & GIS Support	\$ 48.13	\$ 144.38				
	12/31/2008	MBK Engineering	\$ 22,776.18	missing back-up	\$ 5,694.05	\$ 17,082.14				
71050	4/22/2009	MBK Engineering	\$ 952.93	Professional Services: Napa River Data	\$ 952.93					
78204	3/30/2011	MCC Control Systems	\$ 18.23	Materials: Resistor & Mounting Bracket			\$ 18.23			
51208	6/23/2006	Mead & Hunt	\$ 5,943.00	Professional Services: Storm Drain Requirements	\$ 1,485.75	\$ 4,457.25				
53249	12/28/2006	Mead & Hunt	\$ 512,489.80	Flood Project Engineering & Project Coordination	\$ 128,122.45	\$ 384,367.35				
53292	1/4/2007	Mead & Hunt	\$ 98,087.48	Flood Project Engineering & Project Coordination	\$ 24,521.87	\$ 73,565.61				
54360	4/5/2007	Mead & Hunt	\$ 31,972.63	Flood Project Engineering & Project Coordination	\$ 7,993.16	\$ 23,979.47				
54517	4/19/2007	Mead & Hunt	\$ 71,898.32	Flood Project Engineering & Project Coordination	\$ 17,974.58	\$ 53,923.74				
54670	5/3/2007	Mead & Hunt	\$ 73,481.00	Flood Project Engineering & Project Coordination	\$ 18,370.25	\$ 55,110.75				
55284	6/28/2007	Mead & Hunt	\$ 48,252.47	Flood Project Engineering & Project Coordination	\$ 12,063.12	\$ 36,189.35				
56314	9/18/2007	Mead & Hunt	\$ 17,083.72	Professional Services: Engineering & Coordination	\$ 4,270.93	\$ 12,812.79				
56717	10/18/2007	Mead & Hunt	\$ 161,063.31	Professional Services: Engineering & Coordination	\$ 40,265.83	\$ 120,797.48				
57239	12/6/2007	Mead & Hunt	\$ 59,959.55	Professional Services: Engineering & Coordination	\$ 14,989.89	\$ 44,969.66				
57425	12/20/2007	Mead & Hunt	\$ 25,758.39	Professional Services: Engineering & Coordination	\$ 6,439.60	\$ 19,318.79				
57880	1/31/2008	Mead & Hunt	\$ 12,347.71	Professional Services: Engineering & Coordination	\$ 3,086.93	\$ 9,260.78				
58337	3/13/2008	Mead & Hunt	\$ 6,204.50	Professional Services: Engineering & Coordination	\$ 1,551.13	\$ 4,653.38				
60194	8/21/2008	Mead & Hunt	\$ 48,860.95	Professional Services: Engineering & Coordination	\$ 12,215.24	\$ 36,645.71				
60753	10/9/2008	Mead & Hunt	\$ 3,458.30	Professional Services: Engineering & Coordination	\$ 864.58	\$ 2,593.73				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

61418	12/11/2008	Mead & Hunt	\$ 7,792.59	Professional Services: Engineering & Coordination	\$ 1,948.15	\$ 5,844.44				
70187	1/29/2009	Mead & Hunt	\$ 13,373.00	Professional Services: Engineering & Coordination	\$ 13,373.00					
70458	2/25/2009	Mead & Hunt	\$ 22,168.85	Professional Services: Engineering & Coordination	\$ 22,168.85					
71052	4/22/2009	Mead & Hunt	\$ 49,843.41	Professional Services: Engineering & Coordination	\$ 49,843.41					
71441	5/28/2009	Mead & Hunt	\$ 22,779.95	Professional Services: Engineering & Coordination	\$ 22,779.95					
71732	6/24/2009	Mead & Hunt	\$ 38,671.21	Professional Services: Engineering & Coordination	\$ 38,671.21					
71804	6/30/2009	Mead & Hunt	\$ 4,673.00	Professional Services: Engineering & Coordination	\$ 4,673.00					
72127	8/5/2009	Mead & Hunt	\$ 20,596.75	Professional Services: Engineering & Coordination	\$ 20,596.75					
72518	9/2/2009	Mead & Hunt	\$ 18,513.11	Professional Services: Engineering & Coordination	\$ 18,513.11					
72733	9/23/2009	Mead & Hunt	\$ 13,719.33	Professional Services: Engineering & Coordination	\$ 13,719.33					
73237	11/10/2009	Mead & Hunt	\$ 8,084.30	Professional Services: Engineering & Coordination	\$ 8,084.30					
73592	12/16/2009	Mead & Hunt	\$ 8,637.44	Professional Services: Engineering & Coordination	\$ 8,637.44					
73676	12/29/2009	Mead & Hunt	\$ 5,613.70	Professional Services: Engineering & Coordination	\$ 5,613.70					
74213	2/17/2010	Mead & Hunt	\$ 10,527.25	Professional Services: Engineering & Coordination	\$ 10,527.25					
74286	2/23/2010	Mead & Hunt	\$ 4,824.84	Professional Services: Engineering & Coordination	\$ 4,824.84					
74714	4/7/2010	Mead & Hunt	\$ 4,247.49	Professional Services: Engineering & Coordination	\$ 4,247.49					
74870	4/20/2010	Mead & Hunt	\$ 6,014.50	Professional Services: Engineering & Coordination	\$ 6,014.50					
75275	6/8/2010	Mead & Hunt	\$ 5,367.89	Professional Services: Engineering & Coordination	\$ 5,367.89					
75443	6/23/2010	Mead & Hunt	\$ 11,451.35	Professional Services: Engineering & Coordination	\$ 11,451.35					
75971	8/11/2010	Mead & Hunt	\$ 8,406.16	Professional Services: Engineering & Project Coordination	\$ 8,406.16					
76302	9/14/2010	Mead & Hunt	\$ 6,453.68	Professional Services: Engineering & Project Coordination	\$ 6,453.68					
76535	10/6/2010	Mead & Hunt	\$ 5,483.74	Professional Services: Engineering & Project Coordination	\$ 5,483.74					
76918	11/10/2010	Mead & Hunt	\$ 11,470.14	Professional Services: Engineering & Project Coordination	\$ 11,470.14					
77109	12/1/2010	Mead & Hunt	\$ 7,864.05	Professional Services: Engineering & Project Coordination	\$ 7,864.05					
77397	1/6/2011	Mead & Hunt	\$ 8,373.64	Professional Services: Engineering & Project Coordination	\$ 8,373.64					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

77677	2/2/2011	Mead & Hunt	\$ 13,988.06	Professional Services: Engineering & Project Coordination	\$ 13,988.06					
78022	3/9/2011	Mead & Hunt	\$ 11,029.48	Professional Services: Engineering & Project Coordination	\$ 11,029.48					
78297	4/7/2011	Mead & Hunt	\$ 13,531.88	Professional Services: Engineering & Project Coordination	\$ 13,531.88					
78514	5/5/2011	Mead & Hunt	\$ 10,321.38	Professional Services: Engineering & Project Coordination	\$ 10,321.38					
79020	6/30/2011	Mead & Hunt	\$ 4,039.03	Professional Services: Engineering & Project Coordination	\$ 4,039.03					
79153	7/12/2011	Mead & Hunt	\$ 18,922.46	Professional Services: Engineering & Project Coordination	\$ 18,922.46					
79379	8/4/2011	Mead & Hunt	\$ 4,608.88	Professional Services: Engineering & Project Coordination	\$ 4,608.88					
80180	10/26/2011	Mead & Hunt	\$ 16,181.38	Professional Services: Engineering & Project Coordination	\$ 16,181.38					
80651	12/13/2011	Mead & Hunt	\$ 805.00	Professional Services: Engineering & Project Coordination	\$ 805.00					
80896	1/10/2012	Mead & Hunt	\$ 735.00	Professional Services: Engineering & Project Coordination	\$ 735.00					
81422	3/7/2012	Mead & Hunt	\$ 7,591.53	Professional Services: Engineering & Project Coordination	\$ 7,591.53					
81793	4/18/2012	Mead & Hunt	\$ 4,291.40	Professional Services: Engineering & Project Coordination	\$ 4,291.40					
82080	5/22/2012	Mead & Hunt	\$ 7,534.02	Professional Services: Engineering & Project Coordination	\$ 7,534.02					
82458	7/11/2012	Mead & Hunt	\$ 286.00	Professional Services	\$ 286.00					
83765	12/19/2012	Mead & Hunt	\$ 704.00	Professional Services	\$ 704.00					
84467	3/7/2013	Mead & Hunt	\$ 4,638.50	Professional Services	\$ 4,638.50					
85248	6/5/2013	Mead & Hunt	\$ 3,856.74	Professional Services	\$ 3,856.74					
	10/8/2013	Mead & Hunt	\$ (37,500.00)	Settlement Agreement	\$ (37,500.00)					
52901	11/27/2006	Mee Moving & Storage	\$ 4,330.00	Relocation Assistance - 26 Laguna Seca	\$ 4,330.00					
53013	12/7/2006	Mee Moving & Storage	\$ 3,585.87	Relocation Assistance - 34 Laguna Seca	\$ 3,585.87					
54755	5/10/2007	Mee Moving & Storage	\$ 750.00	Relocation Assistance - 34 Laguna Seca	\$ 750.00					
57332	12/13/2007	Mee Moving & Storage	\$ 926.00	Relocation Assistance: 34 Laguna Seca	\$ 926.00					
80830	1/4/2012	Meyers Nave	\$ 12,011.48	Professional Services: Land Use Advice	\$ 12,011.48					
38640	11/27/2002	Michael Chiarello	\$ 46,678.00	Flood/Drainage Improvements on Fulton Lane	\$ 46,678.00					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

41242	9/11/2003	Michael Landis	\$ 983.50	Flood Control Project aerial photography	\$ 983.50					\$ 983.50
34294	9/20/2001	MIG, Inc	\$ 2,025.00	Professional Services: FEMA grant admin, Project Manager, Public Outreach	\$ 506.25	\$ 1,518.75				
34461	10/4/2001	MIG, Inc	\$ 3,100.00	Professional Services: Project Manager, Public Outreach, FEMA grant administration	\$ 775.00	\$ 2,325.00				
34765	11/7/2001	MIG, Inc	\$ 4,050.00	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 1,012.50	\$ 3,037.50				
35091	12/6/2001	MIG, Inc	\$ 1,325.00	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 331.25	\$ 993.75				
35463	1/17/2002	MIG, Inc	\$ 1,525.00	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 381.25	\$ 1,143.75				
35564	1/25/2002	MIG, Inc	\$ 2,405.00	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 601.25	\$ 1,803.75				
35836	2/22/2002	MIG, Inc	\$ 4,488.00	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 1,122.00	\$ 3,366.00				
36592	5/9/2002	MIG, Inc	\$ 9,476.11	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 2,369.03	\$ 7,107.08				
36894	6/7/2002	MIG, Inc	\$ 4,714.52	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 1,178.63	\$ 3,535.89				
37164	7/3/2002	MIG, Inc	\$ 9,433.38	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 2,358.35	\$ 7,075.04				
37478	8/8/2002	MIG, Inc	\$ 11,354.06	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 2,838.52	\$ 8,515.55				
37817	9/5/2002	MIG, Inc	\$ 9,287.27	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 2,321.82	\$ 6,965.45				
39136	1/23/2003	MIG, Inc	\$ 24,859.80	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 6,214.95	\$ 18,644.85				
39236	2/5/2003	MIG, Inc	\$ 18,006.56	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 4,501.64	\$ 13,504.92				
39551	3/6/2003	MIG, Inc	\$ 6,700.00	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 1,675.00	\$ 5,025.00				
39921	4/16/2003	MIG, Inc	\$ 21,813.59	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 5,453.40	\$ 16,360.19				
40059	5/7/2003	MIG, Inc	\$ 3,411.25	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 852.81	\$ 2,558.44				
40346	6/4/2003	MIG, Inc	\$ 9,566.71	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 2,391.68	\$ 7,175.03				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

40712	7/11/2003	MIG, Inc	\$ 9,391.25	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager	\$ 2,347.81	\$ 7,043.44				
40924	8/7/2003	MIG, Inc	\$ 16,956.25	Admin Svcs; Public Outreach, FEMA Grant Admin, Project Manager, EIR	\$ 4,239.06	\$ 12,717.19				
41826	10/23/2003	MIG, Inc	\$ 10,029.78	Flood Project Coordination/FEMA Grant/Cash Flow-Bond Projections, Public Outreach, graphics, EIR	\$ 2,507.45	\$ 7,522.34				
42004	11/5/2003	MIG, Inc	\$ 20,622.83	Flood Project Coordination/FEMA Grant/Cash Flow-Bond Projections, Public Outreach, graphics, EIR	\$ 5,155.71	\$ 15,467.12				
42973	2/18/2004	MIG, Inc	\$ 8,852.36	Flood Project Coordination/FEMA Grant/Cash Flow-Bond Projections, Public Outreach, graphics, EIR	\$ 2,213.09	\$ 6,639.27				
43604	4/21/2004	MIG, Inc	\$ 15,582.50	Flood Project Coordination/FEMA Grant/Cash Flow-Bond Projections, Public Outreach	\$ 3,895.63	\$ 11,686.88				
43746	5/5/2004	MIG, Inc	\$ 3,320.00	Flood Project Coordination/FEMA Grant/Cash Flow-Bond Projections	\$ 830.00	\$ 2,490.00				
44142	6/17/2004	MIG, Inc	\$ 3,110.00	FEMA grant administration	\$ 777.50	\$ 2,332.50				
44404	7/22/2004	MIG, Inc	\$ 3,990.00	FEMA grant adminstration, public outreach, financial projections	\$ 997.50	\$ 2,992.50				
44975	9/13/2004	MIG, Inc	\$ 1,030.00	Project Management	\$ 257.50	\$ 772.50				
45821	10/3/2004	MIG, Inc	\$ 4,620.00	Project Management	\$ 1,155.00	\$ 3,465.00				
47330	5/18/2005	MIG, Inc	\$ 2,607.50	Project Management	\$ 651.88	\$ 1,955.63				
48018	8/5/2005	MIG, Inc	\$ 3,717.50	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 929.38	\$ 2,788.13				
48659	10/7/2005	MIG, Inc	\$ 1,470.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 367.50	\$ 1,102.50				
49422	12/22/2005	MIG, Inc	\$ 1,147.50	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 286.88	\$ 860.63				
49868	2/10/2006	MIG, Inc	\$ 1,470.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 367.50	\$ 1,102.50				
50152	3/10/2006	MIG, Inc	\$ 1,365.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 341.25	\$ 1,023.75				
51677	8/4/2006	MIG, Inc	\$ 4,515.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 1,128.75	\$ 3,386.25				
52416	10/12/2006	MIG, Inc	\$ 420.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 105.00	\$ 315.00				
52876	11/21/2006	MIG, Inc	\$ 630.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 157.50	\$ 472.50				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

53293	1/4/2007	MIG, Inc	\$ 420.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 105.00	\$ 315.00				
53473	1/25/2007	MIG, Inc	\$ 1,470.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 367.50	\$ 1,102.50				
53759	2/15/2007	MIG, Inc	\$ 1,680.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 420.00	\$ 1,260.00				
54209	3/22/2007	MIG, Inc	\$ 525.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 131.25	\$ 393.75				
54826	5/17/2007	MIG, Inc	\$ 2,310.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 577.50	\$ 1,732.50				
55700	8/1/2007	MIG, Inc	\$ 1,476.83	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 369.21	\$ 1,107.62				
56056	8/30/2007	MIG, Inc	\$ 3,832.50	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 958.13	\$ 2,874.38				
56437	9/27/2007	MIG, Inc	\$ 1,537.50	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 384.38	\$ 1,153.13				
56632	10/11/2007	MIG, Inc	\$ 1,620.00	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 405.00	\$ 1,215.00				
58256	3/6/2008	MIG, Inc	\$ 4,919.41	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 1,229.85	\$ 3,689.56				
58422	3/20/2008	MIG, Inc	\$ 10,946.25	Admin Svcs, FEMA grant admin, Financial Analysis, Project Mgmt	\$ 2,736.56	\$ 8,209.69				
61625	12/31/2008	MIG, Inc	\$ 9,200.00	Professional Services: SRF Loan	\$ 2,300.00	\$ 6,900.00				
71203	5/6/2009	MIG, Inc	\$ 2,430.00	Professional Services: FEMA grant administration	\$ 2,430.00					
72001	7/22/2009	MIG, Inc	\$ 675.00	Professional Services:	\$ 675.00					
		MIG, Inc	\$ 1,137.50	INV 11907, 8/22/01 FIND BACKUP		\$ 288.35		\$ 849.15		
48696	10/7/2005	Milano Family Winery	\$ 14,100.00	Custom Crush of City Owned Grapes				\$ 14,100.00		
52149	9/22/2006	Milano Family Winery	\$ 7,422.55	Winemaking & Storage				\$ 7,422.55		
52517	10/19/2006	Mildred Wilson & Tyler Pirro	\$ 175.00	Relocation Assistance: 23 Laguna Seca	\$ 175.00					
	2008-2009	Mildred Wilson & Tyler Pirro	\$ 38,892.90					\$ 38,892.90		\$ 38,892.90
81877	5/3/2012	Miller Star & Regalia	\$ 961.41	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 961.41					
41675	10/8/2003	Miller, Star & Regalia	\$ 4,306.00	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 1,076.50	\$ 3,229.50				
41827	10/23/2003	Miller, Star & Regalia	\$ 71.95	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 17.99	\$ 53.96				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

42271	12/3/2003	Miller, Star & Regalia	\$ 1,252.50	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 313.13	\$ 939.38				
42704	1/22/2004	Miller, Star & Regalia	\$ 3,360.46	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 840.12	\$ 2,520.35				
42974	2/18/2004	Miller, Star & Regalia	\$ 1,515.95	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 378.99	\$ 1,136.96				
43125	3/3/2004	Miller, Star & Regalia	\$ 5,589.25	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 1,397.31	\$ 4,191.94				
43257	3/18/2004	Miller, Star & Regalia	\$ 9,075.25	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 2,268.81	\$ 6,806.44				
43605	4/21/2004	Miller, Star & Regalia	\$ 2,885.58	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 721.40	\$ 2,164.19				
43747	5/5/2004	Miller, Star & Regalia	\$ 23,933.75	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 5,983.44	\$ 17,950.31				
43891	5/19/2004	Miller, Star & Regalia	\$ 8,232.33	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 2,058.08	\$ 6,174.25				
44012	6/2/2004	Miller, Star & Regalia	\$ 18,302.50	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 4,575.63	\$ 13,726.88				
44273	7/8/2004	Miller, Star & Regalia	\$ 21,279.80	Legal Services: Property Acquisition, Eminent Domain, VVMHP	\$ 5,319.95	\$ 15,959.85				
44405	7/22/2004	Miller, Star & Regalia	\$ 4,270.00	Legal Fees: Property Acquisition	\$ 1,067.50	\$ 3,202.50				
44478	7/22/2004	Miller, Star & Regalia	\$ 18,461.84	Legal Fees: Property Acquisition	\$ 4,615.46	\$ 13,846.38				
44901	9/8/2004	Miller, Star & Regalia	\$ 23,655.25	Legal Fees: Property Acquisition	\$ 5,913.81	\$ 17,741.44				
45069	9/22/2004	Miller, Star & Regalia	\$ 5,420.76	Legal Fees: Property Acquisition		\$ 4,065.57		\$ 1,355.19		
45140	9/30/2004	Miller, Star & Regalia	\$ 12,481.25	Legal Fees: Property Acquisition		\$ 9,360.94		\$ 3,120.31		
45276	10/14/2004	Miller, Star & Regalia	\$ 1,771.50	Legal Fees: Property Acquisition		\$ 1,328.63		\$ 442.88		
45734	11/24/2004	Miller, Star & Regalia	\$ 1,240.63	Legal Fees: Property Acquisition		\$ 930.47		\$ 310.16		
45955	12/22/2004	Miller, Star & Regalia	\$ 1,582.00	Legal Fees: Property Acquisition		\$ 1,186.50		\$ 395.50		
46330	2/4/2005	Miller, Star & Regalia	\$ 1,497.25	Legal Fees: Property Acquisition	\$ 374.31	\$ 1,122.94				
46518	2/25/2005	Miller, Star & Regalia	\$ 3,048.00	Legal Fees: Property Acquisition	\$ 762.00	\$ 2,286.00				
46768	3/28/2005	Miller, Star & Regalia	\$ 15,900.00	Property Appraisals - Property Acquisition	\$ 3,975.00	\$ 11,925.00				
46894	4/8/2005	Miller, Star & Regalia	\$ 6,998.14	Legal Fees: Property Acquisition	\$ 1,749.54	\$ 5,248.61				
47050	4/22/2005	Miller, Star & Regalia	\$ 4,075.00	Legal Fees: Property Acquisition	\$ 1,018.75	\$ 3,056.25				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

47372	5/27/2005	Miller, Star & Regalia	\$ 2,686.50	Legal Fees: Property Acquisition	\$ 671.63	\$ 2,014.88				
47604	6/24/2005	Miller, Star & Regalia	\$ 2,543.05	Legal Fees: Property Acquisition	\$ 635.76	\$ 1,907.29				
48019	8/5/2005	Miller, Star & Regalia	\$ 908.75	Legal Fees: Property Acquisition	\$ 227.19	\$ 681.56				
48259	8/29/2005	Miller, Star & Regalia	\$ 843.75	Legal Fees: Property Acquisition	\$ 210.94	\$ 632.81				
48660	10/7/2005	Miller, Star & Regalia	\$ 488.75	Legal Fees: Property Acquisition	\$ 122.19	\$ 366.56				
48948	11/4/2005	Miller, Star & Regalia	\$ 316.50	Legal Fees: Property Acquisition	\$ 79.13	\$ 237.38				
49289	12/9/2005	Miller, Star & Regalia	\$ 1,223.06	Legal Fees: Property Acquisition	\$ 305.77	\$ 917.30				
49525	1/6/2006	Miller, Star & Regalia	\$ 2,896.50	Legal Fees: Property Acquisition	\$ 724.13	\$ 2,172.38				
49783	2/3/2006	Miller, Star & Regalia	\$ 875.17	Legal Fees: Property Acquisition	\$ 218.79	\$ 656.38				
50006	2/24/2006	Miller, Star & Regalia	\$ 1,116.00	Legal Fees: Property Acquisition	\$ 279.00	\$ 837.00				
50153	3/10/2006	Miller, Star & Regalia	\$ 8,850.00	Legal Fees: Property Acquisition	\$ 2,212.50	\$ 6,637.50				
50291	3/24/2006	Miller, Star & Regalia	\$ 1,168.75	Legal Fees: Property Acquisition	\$ 292.19	\$ 876.56				
50655	4/28/2006	Miller, Star & Regalia	\$ 4,258.92	Legal Fees: Property Acquisition	\$ 1,064.73	\$ 3,194.19				
50800	5/12/2006	Miller, Star & Regalia	\$ 2,687.50	Legal Fees: Property Acquisition	\$ 671.88	\$ 2,015.63				
51678	8/4/2006	Miller, Star & Regalia	\$ 2,559.50	Legal Fees: Property Acquisition	\$ 639.88	\$ 1,919.63				
51779	8/18/2006	Miller, Star & Regalia	\$ 3,370.00	Legal Fees: Property Acquisition	\$ 842.50	\$ 2,527.50				
52217	9/28/2006	Miller, Star & Regalia	\$ 2,323.73	Legal Fees: Property Acquisition	\$ 580.93	\$ 1,742.80				
52417	10/12/2006	Miller, Star & Regalia	\$ 2,323.73	Legal Fees: Property Acquisition	\$ 580.93	\$ 1,742.80				
52747	11/9/2006	Miller, Star & Regalia	\$ 2,116.77	Legal Fees: Property Acquisition	\$ 529.19	\$ 1,587.58				
52932	11/30/2006	Miller, Star & Regalia	\$ 7,038.16	Legal Fees: Property Acquisition	\$ 1,759.54	\$ 5,278.62				
53200	12/21/2006	Miller, Star & Regalia	\$ 561.99	Legal Fees: Property Acquisition	\$ 140.50	\$ 421.49				
54521	4/19/2007	Miller, Star & Regalia	\$ 802.50	Legal Fees: Property Acquisition	\$ 200.63	\$ 601.88				
55558	7/18/2007	Miller, Star & Regalia	\$ 4,910.00	Legal Services: Property Acquisition	\$ 1,227.50	\$ 3,682.50				
55629	7/25/2007	Miller, Star & Regalia	\$ 5,126.75	Legal Services: Property Acquisition	\$ 1,281.69	\$ 3,845.06				
55909	8/16/2007	Miller, Star & Regalia	\$ 3,917.35	Legal Services: Property Acquisition	\$ 979.34	\$ 2,938.01				
56438	9/27/2007	Miller, Star & Regalia	\$ 1,442.39	Legal Services: Property Acquisition	\$ 360.60	\$ 1,081.79				
56719	10/18/2007	Miller, Star & Regalia	\$ 1,691.50	Legal Services: Property Acquisition	\$ 1,691.50					
57090	11/21/2007	Miller, Star & Regalia	\$ 4,926.37	Legal Services: Property Acquisition	\$ 4,926.37					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

57479	12/27/2007	Miller, Star & Regalia	\$ 13,391.92	Legal Services: Property Acquisition	\$ 13,391.92					
57718	1/17/2008	Miller, Star & Regalia	\$ 1,324.00	Legal Services: Property Acquisition	\$ 1,324.00					
57787	1/24/2008	Miller, Star & Regalia	\$ 2,508.00	Legal Services: Property Acquisition	\$ 2,508.00					
58117	2/21/2008	Miller, Star & Regalia	\$ 1,323.92	Legal Services: Property Acquisition	\$ 1,323.92					
58257	3/6/2008	Miller, Star & Regalia	\$ 8,850.00	Legal Services: Property Acquisition	\$ 8,850.00					
58423	3/20/2008	Miller, Star & Regalia	\$ 15,159.96	Legal Services: Property Acquisition	\$ 15,159.96					
58832	4/17/2008	Miller, Star & Regalia	\$ 13,021.93	Legal Services: Property Acquisition	\$ 13,021.93					
59200	5/22/2008	Miller, Star & Regalia	\$ 6,487.08	Legal Services: Property Acquisition	\$ 6,487.08					
59502	6/19/2008	Miller, Star & Regalia	\$ 2,217.50	Legal Services: Property Acquisition	\$ 2,217.50					
59568	6/26/2008	Miller, Star & Regalia	\$ 5,854.95	Legal Services: Property Acquisition	\$ 5,854.95					
59835	7/24/2008	Miller, Star & Regalia	\$ 14,491.67	Legal Services: Property Acquisition	\$ 14,491.67					
60271	9/2/2008	Miller, Star & Regalia	\$ 11,407.64	Legal Services: Property Acquisition	\$ 11,407.64					
60424	9/11/2008	Miller, Star & Regalia	\$ 2,025.50	Legal Services: Property Acquisition	\$ 2,025.50					
60522	9/18/2008	Miller, Star & Regalia	\$ 3,755.50	Legal Services: Property Acquisition	\$ 3,755.50					
60588	9/25/2008	Miller, Star & Regalia	\$ 13,974.79	Legal Services: Property Acquisition	\$ 13,974.79					
60835	10/16/2008	Miller, Star & Regalia	\$ 48,671.36	Legal Services: Property Acquisition	\$ 21,798.71			\$ 26,872.65		
61283	11/25/2008	Miller, Star & Regalia	\$ 11,664.56	Legal Services: Property Acquisition	\$ 11,664.56					
61571	12/23/2008	Miller, Star & Regalia	\$ 27,604.53	Legal Services: Property Acquisition	\$ 27,604.53					
70190	1/29/2009	Miller, Star & Regalia	\$ 57,015.33	Legal Services: Litigation/ Property Acquisition				\$ 57,015.33		
70461	2/25/2009	Miller, Star & Regalia	\$ 73,246.69	Legal Services: Litigation/ Property Acquisition				\$ 73,246.69		
70461	2/25/2009	Miller, Star & Regalia	\$ 715.75	Legal Services: Property Acquisitionistion Miller/Carnialli Property				\$ 715.75		
70758	3/26/2009	Miller, Star & Regalia	\$ 499.75	Legal Services: Property Acquisition				\$ 499.75		
70859	4/1/2009	Miller, Star & Regalia	\$ 62,486.43	Legal Services: Property Acquisition				\$ 62,486.43		
71054	4/22/2009	Miller, Star & Regalia	\$ 54,421.61	Legal Services: Litigation/ Property Acquisition VVMHP				\$ 54,421.61		
71653	6/17/2009	Miller, Star & Regalia	\$ 3,646.25	Legal Services: Property Acquisition				\$ 3,646.25		
71733	6/24/2009	Miller, Star & Regalia	\$ 5,128.50	Legal Services: Property Acquisition				\$ 5,128.50		
72002	7/22/2009	Miller, Star & Regalia	\$ 46,852.26	Legal Services: Property Acquisition				\$ 46,852.26		

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

72340	8/19/2009	Miller, Star & Regalia	\$ 20,000.51	Legal Services: Property Acquisition				\$ 20,000.51		
72734	9/23/2009	Miller, Star & Regalia	\$ 2,655.16	Legal Services: Property Acquisition				\$ 2,655.16		
73025	10/22/2009	Miller, Star & Regalia	\$ 1,770.00	Legal Services: Property Acquisition				\$ 1,770.00		
73151	11/5/2009	Miller, Star & Regalia	\$ 330.00	Legal Services: Property Acquisition				\$ 330.00		
73319	11/19/2009	Miller, Star & Regalia	\$ 7,652.27	Legal Services: Property Acquisition				\$ 7,652.27		
73319	11/19/2009	Miller, Star & Regalia	\$ 2,835.08	Legal Services: Property Acquisition				\$ 2,835.08		
73677	12/29/2009	Miller, Star & Regalia	\$ 5,554.50	Legal Services: Property Acquisition				\$ 5,554.50		
73677	12/29/2009	Miller, Star & Regalia	\$ 5,245.00	Legal Services: Property Acquisition				\$ 5,245.00		
73974	1/27/2010	Miller, Star & Regalia	\$ 70.00	Legal Fees				\$ 70.00		
73974	1/27/2010	Miller, Star & Regalia	\$ 2,218.60	Legal Services: Property Acquisiton				\$ 2,218.60		
74287	2/23/2010	Miller, Star & Regalia	\$ 2,337.16	Legal Services: Property Acquisiton				\$ 2,337.16		
74592	3/24/2010	Miller, Star & Regalia	\$ 852.43	Legal Services: Property Acquisiton				\$ 852.43		
74872	4/20/2010	Miller, Star & Regalia	\$ 410.54	Legal Services: Property Acquisiton				\$ 410.54		
	10/8/2013	Miller, Star & Regalia	\$ (40,000.00)	Settlement Agreement	\$ (30,000.00)			\$ (10,000.00)		
36611	5/9/2002	Myke Praul	\$ 40.00	Meals - Measure A Steering Committee				\$ 40.00		
53912	3/1/2007	Nancy Ott & Tom Dougherty	\$ 6,069.00	Relocation Assistance - 24 Laguna Seca	\$ 6,069.00					
54134	6/15/2007	Nancy Ott & Tom Dougherty	\$ 930.00	Relocation Assistance - 24 Laguna Seca	\$ 930.00					
44277	7/8/2004	Napa County Flood Control	\$ 5,437.25	Flood Control Project - Project Management Fees	\$ 5,437.25					\$ 8,783.25
45215	10/7/2004	Napa County Flood Control & Water Conservation District	\$ 7,038.40	Project Management	\$ 7,038.40					\$ 7,038.40
45432	10/29/2004	Napa County Flood Control & Water Conservation District	\$ 4,272.32	Project Management	\$ 4,272.32					\$ 4,272.32
46255	1/28/2005	Napa County Flood Control & Water Conservation District	\$ 10,557.60	Project Management	\$ 10,557.60					\$ 10,557.60
47053	4/22/2005	Napa County Flood Control & Water Conservation District	\$ 18,590.88	Project Management	\$ 18,590.88					\$ 18,590.88
47951	7/29/2005	Napa County Flood Control & Water Conservation District	\$ 10,557.60	Professional Svcs: Project Manager Heather Stanton	\$ 10,557.60					\$ 10,557.60
48519	9/23/2005	Napa County Flood Control & Water Conservation District	\$ 7,384.00	Professional Services: Project Manager Heather Stanton	\$ 7,384.00					\$ 7,384.00
49427	12/22/2005	Napa County Flood Control & Water Conservation District	\$ 11,999.00	Professional Services: Project Manager Heather Stanton	\$ 11,999.00					\$ 11,999.00
50085	3/3/2006	Napa County Flood Control & Water Conservation District	\$ 4,997.37	Professional Services: Project Manager Heather Stanton	\$ 4,997.37					\$ 4,997.37
51213	6/23/2006	Napa County Flood Control & Water Conservation District	\$ 2,618.70	Cost share for District's administration of Napa County Stormwater Management Program for NPDES Phase II permitting requirements				\$ 2,618.70		

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

51680	8/4/2006	Napa County Flood Control & Water Conservation District	\$ 26,379.34	Project Management Services: Heather Stanton	\$ 26,379.34					\$ 26,379.34
51780	8/18/2006	Napa County Flood Control & Water Conservation District	\$ 8,233.16	Project Management Services: Heather Stanton	\$ 8,233.16					\$ 8,233.16
51939	8/31/2006	Napa County Flood Control & Water Conservation District	\$ 3,045.90	Project Management Services: Heather Stanton	\$ 3,045.90					\$ 3,045.90
54127	3/15/2007	Napa County Flood Control & Water Conservation District	\$ 591.26	Not eligible: costs of shared storm water management program				\$ 591.26		\$ 591.26
55783	8/8/2007	Napa County Flood Control & Water Conservation District	\$ 432.90	Napa County Stormwater JPA Fees	\$ 432.90					
55822	8/9/2007	Napa County ITS	\$ 1,250.00	Aerial Photography (25% share)	\$ 1,250.00					\$ 1,250.00
82543	7/19/2012	Napa County Mosquito Abatement	\$ 216.42	Mosquito Control	\$ 216.42					
74517	3/17/2010	Napa County Recorder -Clerk	\$ 50.00	CA Fish & Game Fee	\$ 50.00					
75805	7/28/2010	Napa County Recorder -Clerk	\$ 1.00	Conform Copy Fee - Records Office	\$ 1.00					
49028	11/10/2005	Napa County Tax Collector	\$ 186.70	Property Taxes & Mosquito Abatement for Aquired Properties	\$ 186.70					\$ 186.70
52936	11/30/2006	Napa County Tax Collector	\$ 4,136.76	Property Taxes & Mosquito Abatement for Aquired Properties	\$ 4,136.76					
53907	3/1/2007	Napa County Tax Collector	\$ 925.00	Property Taxes on 27 Laguna Seca	\$ 925.00					
51049	6/9/2006	Napa County Treasurer	\$ 29,454.31	Services for St Helena Bond	\$ 29,454.31					\$ 29,454.31
79158	7/12/2011	Napa Electric	\$ 1,289.83	Valley View Path Lights - Flood Project, Time & Materials	\$ 1,289.83					
40226	5/22/2003	Napa Land Title Co	\$ 1,000.00	Property Acquisition: Hunter Parcels	\$ 1,000.00					\$ 1,500.00
44838	8/31/2004	Napa Land Title Co	\$ 1,500.00	Land Acquisiton - Hunter, Miller & HMS Vineyards	\$ 1,500.00					\$ 1,250.00
45141	9/30/2004	Napa Land Title Co	\$ 500.00	Land Acquisition - Pope St	\$ 500.00					
46104	1/7/2005	Napa Land Title Co	\$ 750.00	Land Acquisition	\$ 750.00					
79732	9/15/2011	Napa Valley Publishing	\$ 60.30	Public Notice - floodway revision	\$ 60.30					
71659	6/17/2009	Napa Valley Publishing Co	\$ 259.26	Advertising: Notice of Public Hearing for Flood Protection Corridor Grant/DWR	\$ 259.26					\$ 398.52
71735	6/24/2009	Napa Valley Publishing Co	\$ 139.26	Advertising: Notice of Public Hearing for Flood Protection Corridor Grant/DWR	\$ 139.26					
43826	5/13/2004	Napa Valley Publishing Company	\$ 381.15	Flood Control Project - EIR publication	\$ 381.15					
55209	6/21/2007	Napa Valley Publishing Company	\$ 1,346.11	Advertisements - Public Notices	\$ 1,346.11					\$ 553.16
80742	12/21/2011	National Flood Insurance Program	\$ 5,000.00	LOMR Application Fee	\$ 5,000.00					
52511	10/19/2006	National Resources Management Corporation	\$ 1,090.10	Professional Services: Fisheries Declaration (Litigation Support)				\$ 1,090.10		
57885	1/31/2008	Nielson Construction	\$ 14,882.46	Construction: Laguna Seca pothole & utility locations	\$ 14,882.46					\$ 14,882.46
58508	3/31/2008	Nielson Construction	\$ 52,226.65	Construction: Trenching & Paving VVMHP	\$ 52,226.65					\$ 52,226.65
59211	5/22/2008	Nielson Construction	\$ 4,979.38	Construction: potholing at VVMHP	\$ 4,979.38					\$ 4,979.38

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

58893	4/24/2008	North American Fence & Supply	\$ 2,399.00	Construction: Fence installation at 21 Laguna Seca	\$ 2,399.00					
49033	11/10/2005	North American Title Company	\$ 281,101.70	Property Acquisiton - 24 Redondo Ct	\$ 70,275.43	\$ 210,826.28				
52185	9/27/2006	North American Title Company	\$ 342,453.74	Property Acquisition - 22 Laguna Seca	\$ 85,613.44	\$ 256,840.31				
52184	9/27/2006	North American Title Company	\$ 376,319.21	Property Acquisition - 23 Laguna Seca	\$ 157,246.21	\$ 219,073.00				
52188	9/27/2006	North American Title Company	\$ 366,616.32	Property Acquisition - 23 Redondo Ct	\$ 366,616.32					
52186	9/27/2006	North American Title Company	\$ 377,588.74	Property Acquisition - 26 Laguna Seca	\$ 377,588.74					
52182	9/27/2006	North American Title Company	\$ 362,428.61	Property Acquisition - 28 Laguna Seca	\$ 362,428.61					
52187	9/27/2006	North American Title Company	\$ 365,398.74	Property Acquisition - 34 Laguna Seca	\$ 365,398.74					
52183	9/27/2006	North American Title Company	\$ 384,529.46	Property Acquisition - 35 Laguna Seca	\$ 384,529.46					
52370	10/6/2006	North American Title Company	\$ 693.26	Property Acquisiton - 26 Laguna Seca (remainder of escrow)	\$ 693.26					
52369	10/6/2006	North American Title Company	\$ 602.41	Property Acquisiton - 28 Laguna Seca (remainder of escrow)	\$ 602.41					
52425	10/12/2006	North American Title Company	\$ 225.00	Property Acquisiton: Communications, Labels for Adjoining Parcels	\$ 225.00					
52455	10/16/2006	North American Title Company	\$ 496,965.47	Property Acquisition - 27 Laguna Seca	\$ 496,965.47					
52513	10/19/2006	North American Title Company	\$ 41,128.50	Relocation Assistance: 23 Redondo Ct	\$ 41,128.50					
53408	1/24/2007	North American Title Company	\$ 354,993.00	Property Acquisition - 25 Laguna Seca	\$ 354,993.00					
53527	1/29/2007	North American Title Company	\$ 366,684.00	Property Acquisition - 24 Laguna Seca	\$ 366,684.00					
55109	6/11/2007	North American Title Company	\$ 396,007.60	Property Acquisition - 22 Del Rio	\$ 396,007.60					
74638	3/30/2010	North Fork Native Plants	\$ 8,300.00	Wetland Sod Mats for Flood Bank Restoration (Deposit)			\$ 8,300.00		\$ 8,300.00	\$ 8,300.00
76721	10/20/2010	North Fork Native Plants	\$ 10,150.00	Construction: Plants for Restoration			\$ 10,150.00		\$ 10,150.00	
32277	2/23/2001	Office Depot	\$ 145.04	ACAD Table				\$ 145.04		
42149	11/19/2003	Office Depot	\$ 21.66	Office Supplies	\$ 21.66					
44485	7/22/2004	Office Depot	\$ 39.67	Office Supplies	\$ 39.67					
45149	9/30/2004	Office Depot	\$ 47.56	Office Supplies	\$ 47.56					
45671	11/19/2004	Office Depot	\$ 16.85	Office Supplies	\$ 16.85					
45900	12/10/2004	Office Depot	\$ 14.78	Office Supplies	\$ 14.78					
46109	1/7/2005	Office Depot	\$ 31.70	Office Supplies	\$ 31.70					
49431	12/22/2005	Office Depot	\$ 27.29	Office Supplies	\$ 27.29					
50957	6/2/2006	Office Depot	\$ 12.60	Office Supplies	\$ 12.60					
53020	12/7/2006	Office Depot	\$ 12.94	Office Supplies	\$ 12.94					
53120	12/14/2006	Office Depot	\$ 5.48	Office Supplies	\$ 5.48					
54608	4/26/2007	Office Depot	\$ 5.48	Office Supplies	\$ 5.48					
71378	5/20/2009	Office Depot	\$ 18.47	Office Supplies	\$ 18.47					\$ 18.47
71738	6/24/2009	Office Depot	\$ 715.28	Office furniture & printer			\$ 715.28			\$ 715.28
71738	6/24/2009	Office Depot	\$ 1.72	Office Supplies	\$ 1.72					\$ 1.72
72671	9/16/2009	Office Depot	\$ 5.71	Office Supplies	\$ 5.71					
73788	1/7/2010	Office Depot	\$ 37.85	Office Supplies	\$ 37.85					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

74127	2/9/2010	Office Depot	\$ 37.85	Office Supplies (missing back up)	\$ 37.85					
73861	1/14/2010	Office Depot	\$ 11.67	Office Supplies	\$ 11.67					
75981	8/11/2010	Office Depot	\$ 91.07	Office Supplies	\$ 91.07					
76050	8/19/2010	Office Depot	\$ 10.67	Office Supplies	\$ 10.67					
77404	1/6/2011	Office Depot	\$ 5.87	Office Supplies	\$ 5.87					
77619	1/27/2011	Office Depot	\$ 15.64	Office Supplies	\$ 15.64					
77686	2/2/2011	Office Depot	\$ 8.96	Office Supplies	\$ 8.96					
71577	6/10/2009	Office Depot Credit Card	\$ 54.36	Office Computer keyboard/mouse/etc				\$ 54.36		\$ 54.36
46510	2/25/2005	OneRain	\$ 1,618.75	Flood Software Maintenance Fees	\$ 1,618.75					\$ 1,618.75
49876	2/10/2006	Onerain	\$ 1,618.75	DiaDvisor annual software fee - Flood Control Project	\$ 1,618.75					\$ 1,618.75
52320	10/5/2006	OneRain	\$ 994.50	River Gauging Alert Receiver	\$ 994.50					\$ 994.50
54133	3/15/2007	OneRain	\$ 1,618.75	DiaDvisor annual software fee - Flood Control Project	\$ 1,618.75					\$ 1,618.75
57172	11/29/2007	OneRain	\$ 1,618.75	DiaDvisor annual software fee - Flood Control Project	\$ 1,618.75					\$ 1,618.75
61500	12/16/2008	OneRain	\$ 1,693.75	DiaDvisor annual software fee - Flood Control Project	\$ 1,693.75					\$ 1,693.75
73602	12/16/2009	OneRain	\$ 1,693.75	DiaDvisor annual software fee - Flood Control Project	\$ 1,693.75					\$ 1,693.75
58566	4/3/2008	Orrick, Herrington & Sutcliffe	\$ 24,196.70	Legal Services: Flood Protection Assessment District Creation				\$ 24,196.70		\$ 24,196.70
52004	9/8/2006	Pacific Legacy	\$ 6,167.37	Professional Services: Archeological Recovery & Coordination	\$ 6,167.37					
52514	10/19/2006	Pacific Legacy	\$ 4,065.88	Professional Services: Archeological Recovery & Coordination	\$ 4,065.88					
52755	11/9/2006	Pacific Legacy	\$ 1,841.05	Professional Services: Archeological Recovery & Coordination	\$ 1,841.05					
53209	12/21/2006	Pacific Legacy	\$ 923.40	Professional Services: Archeological Recovery & Coordination	\$ 923.40					
53491	1/25/2007	Pacific Legacy	\$ 259.37	Professional Services: Archeological Recovery & Coordination	\$ 259.37					
53846	2/22/2007	Pacific Legacy	\$ 1,985.97	Professional Services: Archeological Recovery & Coordination	\$ 1,985.97					
54135	3/15/2007	Pacific Legacy	\$ 912.70	Professional Services: Archeological Recovery & Coordination	\$ 912.70					
54534	4/19/2007	Pacific Legacy	\$ 2,822.56	Professional Services: Archeological Recovery & Coordination	\$ 2,822.56					
54841	5/17/2007	Pacific Legacy	\$ 7,918.80	Professional Services: Archeological Recovery & Coordination	\$ 7,918.80					
55211	6/21/2007	Pacific Legacy	\$ 14,985.04	Professional Services: Archeological Recovery & Coordination	\$ 14,985.04					

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55564	7/18/2007	Pacific Legacy	\$ 122,127.36	Professional Services: Archeological Recovery & Coordination	\$ 122,127.36					
55921	8/16/2007	Pacific Legacy	\$ 128,292.50	Professional Services: Archeological Recovery & Coordination	\$ 128,292.50					
56326	9/18/2007	Pacific Legacy	\$ 32,995.01	Professional Services: Archeological Recovery & Coordination	\$ 32,995.01					
56554	10/4/2007	Pacific Legacy	\$ 58,726.84	Professional Services: Archeological Recovery & Coordination	\$ 58,726.84					
56788	10/25/2007	Pacific Legacy	\$ 22,689.45	Professional Services: Archeological Recovery & Coordination	\$ 22,689.45					
57097	11/21/2007	Pacific Legacy	\$ 102,754.69	Professional Services: Archeological Recovery & Coordination	\$ 102,754.69					
57483	12/27/2007	Pacific Legacy	\$ 130,552.59	Professional Services: Archeological Recovery & Coordination	\$ 130,552.59					
57888	1/31/2008	Pacific Legacy	\$ 59,412.79	Professional Services: Archeological Recovery & Coordination	\$ 59,412.79					
58127	2/21/2008	Pacific Legacy	\$ 11,079.09	Professional Services: Archeological Recovery & Coordination	\$ 11,079.09					
58567	4/3/2008	Pacific Legacy	\$ 3,817.66	Professional Services: Archeological Recovery & Coordination	\$ 3,817.66					
59216	5/22/2008	Pacific Legacy	\$ 627.06	Professional Services: Archeological Recovery & Coordination	\$ 627.06					
59294	5/29/2008	Pacific Legacy	\$ 3,845.18	Professional Services: Archeological Recovery & Coordination	\$ 3,845.18					
61502	12/16/2008	Pacific Legacy	\$ 234.80	Professional Services: Archeological Recovery & Coordination	\$ 234.80					
70556	3/4/2009	Pacific Legacy	\$ 1,067.00	Professional Services: Archeological Recovery & Coordination	\$ 1,067.00					
71066	4/22/2009	Pacific Legacy	\$ 423.16	Professional Services: Archeological Recovery & Coordination	\$ 423.16					
71579	6/10/2009	Pacific Legacy	\$ 53,952.88	Professional Services: Archeological Recovery & Coordination	\$ 53,952.88					
72008	7/22/2009	Pacific Legacy	\$ 266,729.98	Professional Servies: archeological	\$ 266,729.98					
72672	9/16/2009	Pacific Legacy	\$ 74,542.82	Professional Servies: archeological	\$ 74,542.82					
73689	12/29/2009	Pacific Legacy	\$ 67,739.85	Professional Servies: archeological	\$ 67,739.85					
75457	6/23/2010	Pacific Legacy	\$ 1,104.75	Professional Servies: archeological	\$ 1,104.75					

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75984	8/11/2010	Pacific Legacy	\$ 19,512.25	Professional Services: Archeological Recovery & Coordination	\$ 19,512.25					
76310	9/14/2010	Pacific Legacy	\$ 16,185.59	Professional Services: Archeological Recovery & Coordination			\$ 16,185.59			
76549	10/6/2010	Pacific Legacy	\$ 7,931.10	Professional Services: Archeological Recovery & Coordination			\$ 7,931.10			
76729	10/20/2010	Pacific Legacy	\$ 15,234.34	Professional Services: Archeological Recovery & Coordination			\$ 15,234.34			
77114	12/1/2010	Pacific Legacy	\$ 8,673.51	Professional Services: Archeological Recovery & Coordination			\$ 8,673.51			
77407	1/6/2011	Pacific Legacy	\$ 12,367.95	Professional Services: Archeological Recovery & Coordination			\$ 12,367.95			
77688	2/2/2011	Pacific Legacy	\$ 9,733.60	Professional Services: Archeological Recovery & Coordination			\$ 9,733.60			
78035	3/9/2011	Pacific Legacy	\$ 23,254.30	Professional Services: Archeological Recovery & Coordination			\$ 23,254.30			
78139	3/16/2011	Pacific Legacy	\$ 19,550.38	Professional Services: Archeological Recovery & Coordination			\$ 19,550.38			
78530	5/5/2011	Pacific Legacy	\$ 11,289.28	Professional Services: Archeological Recovery & Coordination			\$ 11,289.28			
78762	6/1/2011	Pacific Legacy	\$ 4,507.58	Professional Services: Archeological Recovery & Coordination			\$ 4,507.58			
79031	6/30/2011	Pacific Legacy	\$ 3,587.05	Professional Services: Archeological Recovery & Coordination			\$ 3,587.05			
79240	7/20/2011	Pacific Legacy	\$ 2,775.30	Professional Services: Archeological Recovery & Coordination	\$ 2,775.30					
79504	8/17/2011	Pacific Legacy	\$ 3,115.20	Professional Services: Archeological Recovery & Coordination	\$ 3,115.20					
79953	10/5/2011	Pacific Legacy	\$ 9,130.90	Professional Services: Archeological Recovery & Coordination	\$ 9,130.90					
80195	10/26/2011	Pacific Legacy	\$ 38,341.58	Professional Services: Archeological Recovery & Coordination	\$ 38,341.58					
82375	6/28/2012	Pacific Legacy	\$ 54,175.34	Professional Services: Archeological Recovery & Coordination	\$ 54,175.34					
82701	8/2/2012	Pacific Legacy	\$ 2,440.04	Professional Services: Archeological Recovery & Coordination	\$ 2,440.04					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

82888	8/29/2012	Pacific Legacy	\$ 16,240.74	Professional Services: Archeological Recovery & Coordination	\$ 16,240.74					
83433	11/1/2012	Pacific Legacy	\$ 238.40	Professional Services: Archeological Recovery & Coordination	\$ 238.40					
83943	1/10/2013	Pacific Legacy	\$ 3,694.95	Professional Services: Archeological Recovery & Coordination	\$ 3,694.95					
84297	2/15/2013	Pacific Legacy	\$ 7,216.28	Professional Services: Archeological Recovery & Coordination	\$ 7,216.28					
85256	6/5/2013	Pacific Legacy	\$ 4,712.87	Professional Services: Archeological Recovery & Coordination	\$ 4,712.87					
49304	12/9/2005	Pacific tree Care	\$ 2,660.00	Tree removal from River bed	\$ 2,660.00					\$ 2,660.00
46588	3/3/2005	Parsons, Brinkerhoff	\$ 240,187.21	Prelim Design, Permitting	\$ 60,046.80	\$ 180,140.41				
46901	4/8/2005	Parsons, Brinkerhoff	\$ 24,266.60	Prelim Design, Permitting	\$ 6,066.65	\$ 18,199.95				
47339	5/18/2005	Parsons, Brinkerhoff	\$ 42,300.76	Prelim Design, Permitting	\$ 10,575.19	\$ 31,725.57				
47607	6/24/2005	Parsons, Brinkerhoff	\$ 8,447.15	Prelim Design, Permitting	\$ 2,111.79	\$ 6,335.36				
48387	9/9/2005	Parsons, Brinkerhoff	\$ 6,124.50	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 1,531.13	\$ 4,593.38				
48748	10/14/2005	Parsons, Brinkerhoff	\$ 40,098.79	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 10,024.70	\$ 30,074.09				
48842	10/21/2005	Parsons, Brinkerhoff	\$ 41,718.87	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 10,429.72	\$ 31,289.15				
48953	11/4/2005	Parsons, Brinkerhoff	\$ 51,715.80	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 12,928.95	\$ 38,786.85				
49149	11/23/2005	Parsons, Brinkerhoff	\$ 74,553.80	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 18,638.45	\$ 55,915.35				
49367	12/16/2005	Parsons, Brinkerhoff	\$ 51,260.46	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 12,815.12	\$ 38,445.35				
49586	1/13/2006	Parsons, Brinkerhoff	\$ 66,798.30	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 16,699.58	\$ 50,098.73				
50235	3/17/2006	Parsons, Brinkerhoff	\$ 125,143.62	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 31,285.91	\$ 93,857.72				
50591	4/21/2006	Parsons, Brinkerhoff	\$ 389,900.21	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 97,475.05	\$ 292,425.16				
51060	6/9/2006	Parsons, Brinkerhoff	\$ 224,865.33	Professional Svcs: Terrace B, Design, Permits, Hydraulics, Project Mgmt	\$ 56,216.33	\$ 168,649.00				
51339	7/7/2006	Parsons, Brinkerhoff	\$ 106,559.87	Professional Services: Design, permits, ROW engineering, FEMA Certification	\$ 26,639.97	\$ 79,919.90				
52572	10/26/2006	Patrick Idiart & Assoc	\$ 10,262.50	Property Appraisals - Property Acquisition	\$ 10,262.50					\$ 10,262.50

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56936	11/8/2007	Patrick Idiart & Assoc	\$ 14,000.00	Property Acquisition: Property Appraisal	\$ 14,000.00					\$ 14,000.00
53234	12/21/2006	Paul Tuitah/Tuitah Concrete & Landscaping	\$ 5,100.00	PS&E: Repairs from Core Drilling for Geotechnical Investigations	\$ 5,100.00					
37936	9/18/2002	Petty Cash - City Hall	\$ 56.74	Food for Flood Control Meeting				\$ 56.74		
38781	12/19/2002	Petty Cash - City Hall	\$ 15.00	Food for 11/6/02 Meeting				\$ 15.00		\$ 15.00
41182	9/5/2003	Petty Cash - City Hall	\$ 36.20	Postage for dEIR to Consultant	\$ 36.20					\$ 36.20
43908	5/19/2004	Petty Cash - City Hall	\$ 6.30	postage	\$ 6.30					\$ 6.30
44158	6/17/2004	Petty Cash - City Hall	\$ 17.50	Litigation: snacks for meeting				\$ 17.50		
44488	7/22/2004	Petty Cash - City Hall	\$ 13.65	Express Mail	\$ 13.65					\$ 13.65
44802	8/28/2004	Petty Cash - City Hall	\$ 11.79	Meals				\$ 11.79		\$ 11.79
45675	11/19/2004	Petty Cash - City Hall	\$ 35.70	Express Mail	\$ 35.70					\$ 35.70
46691	3/17/2005	Petty Cash - City Hall	\$ 17.00	Parking & Tolls, Army Corps Meeting	\$ 17.00					\$ 17.00
47570	6/17/2005	Petty Cash - City Hall	\$ 17.50	Parking & Tolls, Legal Meeting				\$ 17.50		\$ 17.50
50236	3/17/2006	Petty Cash - City Hall	\$ 7.50	Lobbying - State: Travel expenses	\$ 7.50					
51061	6/9/2006	Petty Cash - City Hall	\$ 6.86	Water for A.S.A. Woodley Meeting				\$ 6.86		
57889	1/31/2008	Petty Cash - City Hall	\$ 5.94	Postage for package to VVMHP	\$ 5.94					\$ 5.94
58183	2/28/2008	Petty Cash - City Hall	\$ 11.54	Postage for package to VVMHP & Hunter	\$ 11.54					\$ 11.54
60976	10/31/2008	Petty Cash - City Hall	\$ 15.70	Postage: Communication about Property Acquisiton	\$ 15.70					\$ 15.70
61353	12/4/2008	Petty Cash - City Hall	\$ 46.72	Food for Meeting				\$ 46.72		\$ 46.72
71811	6/30/2009	Petty Cash - City Hall	\$ 9.00	Filing Fees				\$ 9.00		\$ 9.00
72095	7/29/2009	Petty Cash - City Hall	\$ 13.05	Postage: Mailing to PG&E	\$ 13.05					
51463	7/21/2006	PG&E	\$ 5,000.00	Deposit for Flood Project Gas & Electric	\$ 5,000.00					
51596	8/1/2006	PG&E		NYE Flood Expense (Corp Yard Power Pole) - Not eligible						
52942	11/30/2006	PG&E	\$ 43.38	Utilities on Acquired Properties	\$ 43.38					
53298	1/4/2007	PG&E	\$ 125.71	Utilities on Acquired Properties	\$ 125.71					
53494	1/25/2007	PG&E	\$ 135.51	Utilities on Acquired Properties	\$ 135.51					
54008	3/8/2007	PG&E	\$ 121.22	Utilities on Acquired Properties	\$ 121.22					
54274	3/29/2007	PG&E	\$ 161.45	Utilities on Acquired Properties	\$ 161.45					
54611	4/26/2007	PG&E	\$ 122.23	Utilities on Acquired Properties	\$ 122.23					
54913	5/24/2007	PG&E	\$ 128.55	Utilities on Acquired Properties	\$ 128.55					
55295	6/28/2007	PG&E	\$ 249.83	Utilities on Acquired Properties	\$ 249.83					
56448	9/27/2007	PG&E	\$ 31.93	Utilites on Acquired Properties	\$ 31.93					\$ 31.93
56860	11/1/2007	PG&E	\$ 11.43	Utilites on Acquired Properties	\$ 11.43					\$ 11.43
57984	2/7/2008	PG&E	\$ 45.89	Utilites on Acquired Properties	\$ 45.89					\$ 45.89
59954	7/31/2008	PG&E	\$ 13.25	Utilities for 1 Hunt Ave (Miller Vineyard)	\$ 13.25					
60282	9/2/2008	PG&E	\$ 13.75	Utilities for 1 Hunt Ave (Miller Vineyard)	\$ 13.75					\$ 13.75
60595	9/25/2008	PG&E	\$ 12.42	Utilities for 1 Hunt Ave (Miller Vineyard)	\$ 12.42					
60760	10/9/2008	PG&E	\$ 10,461.03	Construction: relocation of PG&E lines at VVMHP	\$ 10,461.03					
61185	11/13/2008	PG&E	\$ 12.86	Utilities for 1 Hunt Ave (Miller Vineyard)	\$ 12.86					
60921	12/23/2008	PG&E	\$ 14.64	Utilities for 1 Hunt Ave (Miller Vineyard)	\$ 14.64					

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70062	1/16/2009	PG&E	\$ 21.74	Utilities for 1 Hunt Ave (Miller Vineyard)	\$ 21.74					
71475	6/1/2009	PG&E	\$ 12,812.14	Construction: utility work at VVMHP	\$ 12,812.14					
71742	6/24/2009	PG&E	\$ 3,500.00	New Service at Hunt Ave	\$ 3,500.00					
71763	6/29/2009	PG&E	\$ 12,030.57	Construction: utility work at VVMHP	\$ 12,030.57					
40083	5/7/2003	Platinum Plus for Business	\$ 909.00	Lobbying - Federal: Travel Expenses	\$ 909.00					
41076	8/22/2003	Platinum Plus for Business	\$ 840.00	Flood Control Project - Aerial photographs (Wine Country Helicopter)	\$ 840.00					\$ 840.00
41076	8/22/2003	Platinum Plus for Business	\$ 84.40	Meals for MBK meeting (Pinot Blanc)				\$ 84.40		\$ 84.40
41906	10/31/2003	Platinum Plus for Business	\$ 58.65	Flood Control Meeting/Meals				\$ 58.65		
42326	12/16/2003	Platinum Plus for Business	\$ 2,089.76	Lobbying - Federal : Travel Expenses	\$ 2,089.76					
42325	12/16/2003	Platinum Plus for Business	\$ 59.78	Meals (The Market, St Helena)				\$ 59.78		
43028	2/27/2004	Platinum Plus for Business	\$ 934.12	Meals, League of CA Cities Advertisement, & Misc				\$ 934.12		
44492	7/22/2004	Platinum Plus for Business	\$ 1,917.16	Lobbying - Federal: Travel Expenses	\$ 1,917.16					
44806	8/25/2004	Platinum Plus for Business	\$ 109.31	Meals (Market Restaurant)				\$ 109.31		\$ 109.31
45153	9/30/2004	Platinum Plus for Business	\$ 253.20	Lobbying - Federal: Travel Expenses	\$ 253.20					
45154	9/30/2004	Platinum Plus for Business	\$ 88.78	Meals (\$73.58) & Travel (\$15 - ferry for Army Corps Meeting)				\$ 88.78		\$ 88.78
45354	10/22/2004	Platinum Plus for Business	\$ 288.20	Lobbying - Federal: Travel Expenses	\$ 288.20					
45356	10/22/2004	Platinum Plus for Business	\$ 44.33	Meals (Slavin, Stanton & Johansson)				\$ 44.33		\$ 44.33
45746	11/24/2004	Platinum Plus for Business	\$ 1,084.52	Lobbying - Federal: Travel Expenses	\$ 1,084.52					
45829	12/3/2004	Platinum Plus for Business	\$ 3,872.55	Lobbying - Federal: Travel Expenses	\$ 3,872.55					
45964	12/22/2004	Platinum Plus for Business	\$ 48.34	Meals				\$ 48.34		\$ 48.34
46028	12/30/2004	Platinum Plus for Business	\$ 635.73	Plotter/Printer				\$ 635.73		\$ 635.73
47383	5/27/2005	Platinum Plus for Business	\$ 42.06	Meals (Legal Meeting)				\$ 42.06		\$ 42.06
47612	6/24/2005	Platinum Plus for Business	\$ 1,472.07	Lobbying - Federal: Travel Expenses	\$ 1,472.07					
48847	10/21/2005	Platinum Plus for Business	\$ 156.80	Classified ad for 50 tons merlot grapes, run 2 weeks				\$ 156.80		
49100	11/18/2005	Platinum Plus for Business	\$ 17.00	Ferry ticket for Army Corps Meeting				\$ 17.00		
49100	11/18/2005	Platinum Plus for Business	\$ 1,179.45	Lobbying - Federal: Travel Expenses	\$ 1,179.45					
49438	12/22/2005	Platinum Plus for Business	\$ 69.32	Meals - Preparation for Facilitator meeting at Vineyard Valley				\$ 69.32		
50022	2/24/2006	Platinum Plus for Business	\$ 316.53	Safety Equipment (Float vests & lights; 25% share)				\$ 316.53		
50304	3/24/2006	Platinum Plus for Business	\$ 41.38	Food for Safety Equipment training (25% share)				\$ 41.38		
50302	3/24/2006	Platinum Plus for Business	\$ 2,271.79	Lobbying - Federal: Travel Expenses	\$ 2,271.79					

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50594	4/21/2006	Platinum Plus for Business	\$ 55.10	Lobbying - Federal: Travel Expenses	\$ 55.10					
50869	5/19/2006	Platinum Plus for Business	\$ 68.59	Meals for Project Planning Meeting				\$ 68.59		
51902	8/24/2006	Platinum Plus for Business	\$ 62.62	Construction: Miller Vineyard						
52884	11/21/2006	Platinum Plus for Business	\$ 44.43	Clearing Tools	\$ 62.62					
52887	11/21/2006	Platinum Plus for Business	\$ 44.43	Food & Beverages				\$ 44.43		
52887	11/21/2006	Platinum Plus for Business	\$ 446.56	Lobbying - Federal: Travel Expenses	\$ 446.56					
53214	12/21/2006	Platinum Plus for Business	\$ 122.38	Construction: treated wood						
53916	3/1/2007	Platinum Plus for Business	\$ 122.38	disposal at Miller Vineyard	\$ 122.38					
54920	5/24/2007	Platinum Plus for Business	\$ 1,015.02	Lobbying - Federal: Travel Expenses	\$ 1,015.02					
54915	5/24/2007	Platinum Plus for Business	\$ 627.60	Lobbying - Federal: Travel Expenses	\$ 627.60					
				Lunch for consultants who						
				participated in community outreach						
				for phased construction plans				\$ 104.43		
55218	6/21/2007	Platinum Plus for Business	\$ 56.00	Construction: Meadowcreek Bank						
				Repair Notice of Exemption (Park						
				on Meadowcreek Circle, Sulphur						
				Creek)	\$ 56.00					
55220	6/21/2007	Platinum Plus for Business	\$ 1,393.48	Lobbying - Federal: Travel Expenses	\$ 1,393.48					
60213	8/21/2008	Platinum Plus for Business	\$ 50.99	Office Supplies: Copies of flood	\$ 50.99					\$ 50.99
				project appraisals						
60599	9/25/2008	Platinum Plus for Business	\$ 26.94	Communications: transfer VHS to	\$ 26.94					\$ 26.94
				CD of 86 Flood						
60599	9/25/2008	Platinum Plus for Business	\$ 22.92	Office supplies (Staples)	\$ 22.92					\$ 22.92
60979	10/31/2008	Platinum Plus for Business	\$ 8.00	snacks for meeting				\$ 8.00		\$ 8.00
61289	11/25/2008	Platinum Plus for Business	\$ 50.85	Meals - SRF meeting				\$ 50.85		\$ 50.85
	1/29/2009	Platinum Plus for Business	\$ 36.19	Meals - VVMHP Deposition Meeting				\$ 36.19		\$ 36.19
70878	4/1/2009	Platinum Plus for Business	\$ 733.20	Lobbying - Federal: Travel Expenses	\$ 733.20					\$ 733.20
70874	4/1/2009	Platinum Plus for Business	\$ 229.41	Meals: Project Meetings (missing				\$ 229.41		\$ 229.41
				some receipts)						
	4/1/2009	Platinum Plus for Business	\$ 10.00	Parking				\$ 10.00		\$ 10.00
71456	5/28/2009	Platinum Plus for Business	\$ 120.43	Video Camera for PW Projects				\$ 120.43		\$ 120.43
	9/2/2009	Platinum Plus for Business	\$ 173.79	Book - Building Code Requirements				\$ 173.79		
				for Structural Concrete &						
				Commentary						
	1/14/2010	Platinum Plus for Business	\$ 167.84	Training for SWPPP				\$ 167.84		
55988	8/23/2007	Platinum Plus for Business	\$ 479.42	Construction: Fence installation at	\$ 479.42					
				21 Laguna Seca						
55988	8/23/2007	Platinum Plus for Business	\$ 30.94	Lobbying - Federal: Travel Expenses	\$ 30.94					
55988	8/23/2007	Platinum Plus for Business	\$ 37.60	Map printing	\$ 37.60					
55989	8/23/2007	Platinum Plus for Business	\$ 9.00	Parking for Meeting				\$ 9.00		
57103	11/21/2007	Platinum Plus for Business	\$ 2.50	Map printing	\$ 2.50					
58134	2/21/2008	Platinum Plus for Business	\$ 406.00	Lobbying - Federal: Travel Expenses	\$ 406.00					
58129	2/21/2008	Platinum Plus for Business	\$ 23.00	Travel Expenses				\$ 23.00		

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58435	3/20/2008	Platnium Plus for Business	\$ 901.00	Lobbying: Airline travel for Sklar				\$ 901.00		
71458	5/28/2009	Platnium Plus for Business	\$ 120.43	(John Ferons expense)				\$ 120.43		
58435	3/20/2008	Platnium Plus for Business	\$ 64.62	Lunch: Hunter Drainage, Soil Disposal, Design				\$ 64.62		
#####	2/27/2004	Platnium Plus for Business (listed as Auberge in FEMA payback)	\$ 1,618.64	Meals (Tra Vigne \$639.07, Martini House \$599.02, Auberge \$34.02), Lobbying - Federal Travel \$298.20, Market \$42.65				\$ 1,618.64	\$ 34.02	
53679	2/8/2007	Precision Crane Service	\$ 3,418.50	Construction: Tree removal for Flood Purposes (not Flood Project)				\$ 3,418.50	\$ 3,418.50	
71305	5/13/2009	Printing Services Napa Valley	\$ 63.68	Office Supplies: Business Cards for deFaymoreau				\$ 63.68	\$ 63.68	
42022	11/5/2003	Profile (PRO25)	\$ 1,142.21	Flood Control Project Brochures for Mailing	\$ 1,142.21				\$ 1,142.21	
45083	9/22/2004	Prunuske Chatham	\$ 125.00	Napa River Bank Assessment & Planning	\$ 31.25	\$ 93.75				
46115	1/7/2005	Prunuske Chatham	\$ 125.00	Napa River Bank Assessment & Planning	\$ 31.25	\$ 93.75				
46789	3/28/2005	Prunuske Chatham	\$ 593.75	Napa River Bank Assessment & Planning	\$ 148.44	\$ 445.31				
47290	5/13/2005	Prunuske Chatham	\$ 2,392.50	Napa River Bank Assessment & Planning	\$ 598.13	\$ 1,794.38				
47522	6/10/2005	Prunuske Chatham	\$ 2,781.25	Napa River Bank Assessment & Planning & Upper Spring St Storm Drain	\$ 695.31	\$ 2,085.94				
47748	7/8/2005	Prunuske Chatham	\$ 45.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain	\$ 11.25	\$ 33.75				
49103	11/18/2005	Prunuske Chatham	\$ 3,102.50	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond	\$ 775.63	\$ 2,326.88				
49103	11/18/2005	Prunuske Chatham	\$ 1,354.43	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond	\$ 338.61	\$ 1,015.82				
49103	11/18/2005	Prunuske Chatham	\$ 620.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond	\$ 155.00	\$ 465.00				
49370	12/16/2005	Prunuske Chatham	\$ 707.50	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Reconnaissance & Data	\$ 176.88	\$ 530.63				
49442	12/22/2005	Prunuske Chatham	\$ 2,280.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Reconnaissance & Data	\$ 570.00	\$ 1,710.00				

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49442	12/22/2005	Prunuske Chatham	\$ 707.50	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Reconnaissance & Data	\$ 176.88	\$ 530.63				
49442	12/22/2005	Prunuske Chatham	\$ 45.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Reconnaissance & Data	\$ 11.25	\$ 33.75				
50165	3/10/2006	Prunuske Chatham	\$ 21,705.52	Permanent Bank Stabilization due to washout of temp measures	\$ 5,426.38	\$ 16,279.14				
50378	3/31/2006	Prunuske Chatham	\$ 7,596.25	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 1,899.06	\$ 5,697.19				
50378	3/31/2006	Prunuske Chatham	\$ 6,456.16	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 1,614.04	\$ 4,842.12				
50378	3/31/2006	Prunuske Chatham	\$ 5,868.10	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 1,467.03	\$ 4,401.08				
50730	5/5/2006	Prunuske Chatham	\$ 4,495.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 1,123.75	\$ 3,371.25				
50730	5/5/2006	Prunuske Chatham	\$ 24,277.48	Professional Services: Engineering Services for Permanent Bank Stabilization due to washout of temp measures	\$ 6,069.37	\$ 18,208.11				
50813	5/12/2006	Prunuske Chatham	\$ 12,743.50	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 3,185.88	\$ 9,557.63				
51065	6/9/2006	Prunuske Chatham	\$ 6,101.49	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 1,525.37	\$ 4,576.12				
51065	6/9/2006	Prunuske Chatham	\$ 222.50	Professional Services: Engineering for Permanent Bank Stabilization due to washout of temp measures	\$ 55.63	\$ 166.88				

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51685	8/4/2006	Prunuske Chatham	\$ 3,111.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 777.75	\$ 2,333.25				
52046	9/8/2006	Prunuske Chatham	\$ 1,705.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain (Paymnt Credited Back)	\$ 426.25	\$ 1,278.75				
52597	10/26/2006	Prunuske Chatham	\$ 2,506.25	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 626.56	\$ 1,879.69				
52836	11/16/2006	Prunuske Chatham	\$ 4,283.38	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain	\$ 1,070.85	\$ 3,212.54				
52944	11/30/2006	Prunuske Chatham	\$ 1,936.15	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 484.04	\$ 1,452.11				
53215	12/21/2006	Prunuske Chatham	\$ 5,832.74	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 1,458.19	\$ 4,374.56				
53499	1/25/2007	Prunuske Chatham	\$ 8,748.45	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 2,187.11	\$ 6,561.34				
53592	2/1/2007	Prunuske Chatham	\$ 756.80	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 189.20	\$ 567.60				
54015	3/8/2007	Prunuske Chatham	\$ 1,067.50	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 266.88	\$ 800.63				

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54226	3/22/2007	Prunuske Chatham	\$ 783.75	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 195.94	\$ 587.81				
54278	3/29/2007	Prunuske Chatham	\$ 851.25	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 212.81	\$ 638.44				
54548	4/19/2007	Prunuske Chatham	\$ 1,750.70	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 437.68	\$ 1,313.03				
54768	5/10/2007	Prunuske Chatham	\$ 351.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 87.75	\$ 263.25				
55297	6/28/2007	Prunuske Chatham	\$ 2,609.75	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 652.44	\$ 1,957.31				
55639	7/25/2007	Prunuske Chatham	\$ 1,998.89	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 499.72	\$ 1,499.17				
55992	8/23/2007	Prunuske Chatham	\$ 765.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 191.25	\$ 573.75				
56452	9/27/2007	Prunuske Chatham	\$ 1,214.75	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 303.69	\$ 911.06				
56865	11/1/2007	Prunuske Chatham	\$ 326.75	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 81.69	\$ 245.06				

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

57176	11/29/2007	Prunuske Chatham	\$ 405.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 101.25	\$ 303.75				
57494	12/27/2007	Prunuske Chatham	\$ 1,837.50	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 459.38	\$ 1,378.13				
57891	1/31/2008	Prunuske Chatham	\$ 5,923.25	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 1,480.81	\$ 4,442.44				
58574	4/3/2008	Prunuske Chatham	\$ 775.00	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 193.75	\$ 581.25				
58973	5/1/2008	Prunuske Chatham	\$ 6,415.55	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 1,603.89	\$ 4,811.66				
59226	5/22/2008	Prunuske Chatham	\$ 1,693.75	Napa River Bank Assessment/Planning & Upper Spring St Storm Drain & Mitchell St Duck Pond & Fulton Storm Drain & Sulphur Creek, Meadowcreek	\$ 423.44	\$ 1,270.31				
59702	7/10/2008	Prunuske Chatham	\$ 67.50	Fulton Lane Professional Services	\$ 16.88	\$ 50.63				
60048	8/7/2008	Prunuske Chatham	\$ 415.00	Sulphur Creek Professional Services	\$ 103.75	\$ 311.25				
70773	3/26/2009	Prunuske Chatham	\$ 1,747.39	Fulton Lane Professional Services	\$ 1,747.39					
70773	3/26/2009	Prunuske Chatham	\$ 287.50	Sulphur Creek Professional Services	\$ 287.50					
70955	4/8/2009	Prunuske Chatham	\$ 27,108.00	Fulton Lane Flood Impacts Mitigation Feasability Study	\$ 27,108.00					
71460	5/28/2009	Prunuske Chatham	\$ 26,209.98	Fulton Lane Flood Impacts Mitigation Feasability Study	\$ 26,209.98					
72012	7/22/2009	Prunuske Chatham	\$ 2,390.00	Fulton Lane Flood Impacts Mitigation Feasability Study	\$ 2,390.00					
72353	8/19/2009	Prunuske Chatham	\$ 2,828.75	Fulton Lane Flood Impacts Mitigation Feasability Study	\$ 2,828.75					
72750	9/23/2009	Prunuske Chatham	\$ 1,400.00	Fulton Lane Flood Impacts Mitigation Feasability Study	\$ 1,400.00					
73179	11/5/2009	Prunuske Chatham	\$ 150.00	Fulton Lane Flood Impacts Mitigation Feasability Study	\$ 150.00					

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71071		Prunuske Chatham	\$ 26,871.25	Consulting - Fulton Lane Flood Impacts mitigation Feasability Analysis	\$ 26,871.25					
71071		Prunuske Chatham	\$ 15,000.00		\$ 15,000.00					
71744		Prunuske Chatham	\$ 15,075.00	Consulting: Fulton Lane Flood Impact Feasibility Mitigation Study	\$ 15,075.00					
77414	1/6/2011	Prunuske Chatham, Inc	\$ 6,122.50	Professional Services: Fulton Lane Feasability			\$ 6,122.50			
77624	1/27/2011	Prunuske Chatham, Inc	\$ 896.25	Professional Services: Fulton Lane Feasability			\$ 896.25			
77902	2/23/2011	Prunuske Chatham, Inc	\$ 9,410.00	Professional Services: Fulton LaneBrotemarkle Property			\$ 9,410.00			
78142	3/16/2011	Prunuske Chatham, Inc	\$ 5,105.00	Professional Services: Fulton LaneBrotemarkle Property			\$ 5,105.00			
78717	5/26/2011	Prunuske Chatham, Inc	\$ 2,161.25	Professional Services: Fulton LaneBrotemarkle Property			\$ 2,161.25			
75987	8/11/2010	Rainbow Agricultural Services	\$ 107.39	Various Parts - Washers, chain idler (Old Gator)	\$ 107.39					
47751	7/8/2005	REB Engineering	\$ 255.00	Surveying Engineers	\$ 255.00					\$ 255.00
53682	2/8/2007	Regusci Winery, Inc	\$ 11,814.04	Construction: land clearing & preparation for Miller Vineyard parcel	\$ 11,814.04					
44357	7/8/2004	REMIF	\$ 4.24	Salary & Benefits: Worker's Comp Premiums	\$ 4.24					
45361	10/22/2004	REMIF	\$ 3.39	Salary & Benefits: Worker's Comp Premiums	\$ 3.39					
46118	1/7/2005	REMIF	\$ 0.85	Salary & Benefits: Worker's Comp Premiums	\$ 0.85					
46907	4/8/2005	REMIF	\$ 4.24	Salary & Benefits: Worker's Comp Premiums	\$ 4.24					
51368	7/14/2006	REMIF	\$ 0.81	Salary & Benefits: Worker's Comp Premiums	\$ 0.81					
52326	10/5/2006	REMIF	\$ 0.81	Salary & Benefits: Worker's Comp Premiums	\$ 0.81					
53303	1/4/2007	REMIF	\$ 0.81	Salary & Benefits: Worker's Comp Premiums	\$ 0.81					
54376	4/5/2007	REMIF	\$ 0.81	Salary & Benefits: Worker's Comp Premiums	\$ 0.81					
55522	7/12/2007	REMIF	\$ 0.72	Salary & Benefits: Worker's Comp Premiums	\$ 0.72					
59960	7/31/2008	REMIF	\$ 0.75	Salary & Benefits: Worker's Comp Premiums	\$ 0.75					
61256	11/20/2008	REMIF	\$ 0.75	Salary & Benefits: Worker's Comp Premiums	\$ 0.75					
70206	1/29/2009	REMIF	\$ 0.75	Salary & Benefits: Worker's Comp Premiums	\$ 0.75					
71074	4/22/2009	REMIF	\$ 0.75	Salary & Benefits: Worker's Comp Premiums	\$ 0.75					
71968	7/14/2009	REMIF	\$ 0.87	Salary & Benefits: Worker's Comp Premiums	\$ 0.87					
73042	10/22/2009	REMIF	\$ 0.87	Salary & Benefits: Worker's Comp Premiums (Garage (Fleet) Staff)	\$ 0.87					
73985	1/27/2010	REMIF	\$ 0.86	Salary & Benefits: Worker's Comp Premiums	\$ 0.86					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

74599	3/24/2010	REMIF	\$ 86.12	Salary & Benefits: Dental Ins Deficit	\$ 86.12					
74796	4/14/2010	REMIF	\$ 0.86	Salary & Benefits: Worker's Comp Premiums	\$ 0.86					
75685	7/14/2010	REMIF	\$ 0.84	Salary and Benefits: Workers Comp	\$ 0.84					
76733	10/20/2010	REMIF	\$ 0.70	Salary and Benefits: Workers Comp	\$ 0.70					
77497	1/12/2011	REMIF	\$ 0.84	Salary and Benefits: Workers Comp	\$ 0.84					
78371	4/13/2011	REMIF	\$ 0.70	Salary and Benefits: Workers Comp	\$ 0.70					
79309	7/27/2011	REMIF	\$ 0.21	Salary and Benefits: Workers Comp	\$ 0.21					
80055	10/13/2011	REMIF	\$ 0.72	Salary and Benefits: Workers Comp	\$ 0.72					
81181	2/8/2012	REMIF	\$ 0.72	Salary and Benefits: Workers Comp	\$ 0.72					
81183	2/8/2012	REMIF	\$ 0.05	Salary and Benefits: Workers Comp	\$ 0.05					
81609	3/29/2012	REMIF	\$ 0.48	Salary and Benefits: Workers Comp	\$ 0.48					
81796	4/18/2012	REMIF	\$ 0.72	Salary and Benefits: Workers Comp	\$ 0.72					
84622	3/21/2013	REMIF	\$ 0.48	Salary and Benefits: Workers Comp	\$ 0.48					
41256	9/11/2003	Remy, Thomas & Moose LLP	\$ 59,169.84	Professional Services: Property Acquisition		\$ 44,377.38		\$ 14,792.46		
41697	10/8/2003	Remy, Thomas & Moose LLP	\$ 5,765.59	Professional Services: Property Acquisition		\$ 4,324.19		\$ 1,441.40		
42159	11/19/2003	Remy, Thomas & Moose LLP	\$ 5,057.95	Professional Services: Property Acquisition		\$ 3,793.46		\$ 1,264.49		
42289	12/3/2003	Remy, Thomas & Moose LLP	\$ 19,545.45	Professional Services: Property Acquisition		\$ 14,659.09		\$ 4,886.36		
42725	1/22/2004	Remy, Thomas & Moose LLP	\$ 13,271.05	Professional Services: Property Acquisition		\$ 9,953.29		\$ 3,317.76		
42996	2/18/2004	Remy, Thomas & Moose LLP	\$ 6,100.93	Professional Services: Property Acquisition		\$ 4,575.70		\$ 1,525.23		
43620	4/21/2004	Remy, Thomas & Moose LLP	\$ 13,696.58	Professional Services: Property Acquisition		\$ 10,272.44		\$ 3,424.15		
43918	5/19/2004	Remy, Thomas & Moose LLP	\$ 8,173.06	Professional Services: Property Acquisition		\$ 6,129.80		\$ 2,043.27		
44171	6/17/2004	Remy, Thomas & Moose LLP	\$ 12,063.82	Professional Services: Property Acquisition		\$ 9,047.87		\$ 3,015.96		
44547	8/5/2004	Remy, Thomas & Moose LLP	\$ 11,573.00	Professional Services: Property Acquisition				\$ 11,573.00		
44915	9/8/2004	Remy, Thomas & Moose LLP	\$ 7,022.69	Professional Services: Property Acquisition		\$ 5,267.02		\$ 1,755.67		
45016	9/15/2004	Remy, Thomas & Moose LLP	\$ 24,572.16	Professional Services: Property Acquisition		\$ 18,429.12		\$ 6,143.04		
45363	10/22/2004	Remy, Thomas & Moose LLP	\$ 4,570.92	Professional Services: Property Acquisition		\$ 3,428.19		\$ 1,142.73		
45837	12/3/2004	Remy, Thomas & Moose LLP	\$ 5,296.66	Professional Services: Property Acquisition		\$ 3,972.50		\$ 1,324.17		
45908	12/10/2004	Remy, Thomas & Moose LLP	\$ 10,234.02	Professional Services: Property Acquisition		\$ 7,675.52		\$ 2,558.51		

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46162	1/14/2005	Remy, Thomas & Moose LLP	\$ 13,201.58	Professional Services: Property Acquisition		\$ 9,901.19		\$ 3,300.40	
46162	1/14/2005	Remy, Thomas & Moose LLP	\$ 440.00	Professional Services: Property Acquisition		\$ 330.00		\$ 110.00	
46533	2/25/2005	Remy, Thomas & Moose LLP	\$ 14,962.55	Professional Services: Property Acquisition		\$ 11,221.91		\$ 3,740.64	
46705	3/17/2005	Remy, Thomas & Moose LLP	\$ 3,788.00	Professional Services: Property Acquisition		\$ 2,841.00		\$ 947.00	
46794	3/28/2005	Remy, Thomas & Moose LLP	\$ 71.00	Professional Services: Property Acquisition		\$ 53.25		\$ 17.75	
47070	4/22/2005	Remy, Thomas & Moose LLP	\$ 2,058.79	Professional Services: Property Acquisition		\$ 1,544.09		\$ 514.70	
47391	5/27/2005	Remy, Thomas & Moose LLP	\$ 6,252.51	Professional Services: Property Acquisition		\$ 4,689.38		\$ 1,563.13	
47618	6/24/2005	Remy, Thomas & Moose LLP	\$ 28,167.24	Professional Services: Property Acquisition		\$ 21,125.43		\$ 7,041.81	
47927	7/22/2005	Remy, Thomas & Moose LLP	\$ 13,142.75	Professional Services: Property Acquisition		\$ 9,857.06		\$ 3,285.69	
48140	8/12/2005	Remy, Thomas & Moose LLP	\$ 2,742.23	Professional Services: Property Acquisition		\$ 2,056.67		\$ 685.56	
48669	10/7/2005	Remy, Thomas & Moose LLP	\$ 6,656.60	Professional Services: Property Acquisition		\$ 4,992.45		\$ 1,664.15	
48755	10/14/2005	Remy, Thomas & Moose LLP	\$ 94.86	Professional Services: Property Acquisition		\$ 71.15		\$ 23.72	
49105	11/18/2005	Remy, Thomas & Moose LLP	\$ 550.00	Professional Services: Property Acquisition		\$ 412.50		\$ 137.50	
49445	12/22/2005	Remy, Thomas & Moose LLP	\$ 1,100.00	Professional Services: Property Acquisition		\$ 825.00		\$ 275.00	
49882	2/10/2006	Remy, Thomas & Moose LLP	\$ 1,320.35	Professional Services: Property Acquisition		\$ 990.26		\$ 330.09	
50312	3/24/2006	Remy, Thomas & Moose LLP	\$ 246.35	Professional Services: Property Acquisition		\$ 184.76		\$ 61.59	
50874	5/19/2006	Remy, Thomas & Moose LLP	\$ 425.00	Professional Services: Property Acquisition		\$ 318.75		\$ 106.25	
51689	8/4/2006	Remy, Thomas & Moose LLP	\$ 5,863.60	Professional Services: Property Acquisition		\$ 4,397.70		\$ 1,465.90	
51950	8/31/2006	Remy, Thomas & Moose LLP	\$ 84.91	Professional Services: Property Acquisition		\$ 63.68		\$ 21.23	
52675	11/2/2006	Remy, Thomas & Moose LLP	\$ 17,344.50	Professional Services: Property Acquisition		\$ 13,008.38		\$ 4,336.13	
52839	11/16/2006	Remy, Thomas & Moose LLP	\$ 16,877.62	Professional Services: Property Acquisition		\$ 12,658.22		\$ 4,219.41	
53502	1/25/2007	Remy, Thomas & Moose LLP	\$ 3,970.18	Professional Services: Property Acquisition		\$ 2,977.64		\$ 992.55	
53781	2/15/2007	Remy, Thomas & Moose LLP	\$ 3,429.44	Professional Services: Property Acquisition		\$ 2,572.08		\$ 857.36	
54140	3/15/2007	Remy, Thomas & Moose LLP	\$ 214.84	Professional Services: Property Acquisition		\$ 161.13		\$ 53.71	
54773	5/10/2007	Remy, Thomas & Moose LLP	\$ 110.00	Professional Services: Property Acquisition		\$ 82.50		\$ 27.50	
55154	6/14/2007	Remy, Thomas & Moose LLP	\$ 17,542.50	Professional Services: Property Acquisition		\$ 13,156.88		\$ 4,385.63	
55641	7/25/2007	Remy, Thomas & Moose LLP	\$ 24,859.90	Professional Services: Property Acquisition		\$ 18,644.93		\$ 6,214.98	
55833	8/9/2007	Remy, Thomas & Moose LLP	\$ 5,316.52	Professional Services: Property Acquisition		\$ 3,987.39		\$ 1,329.13	

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56329	9/18/2007	Remy, Thomas & Moose LLP	\$ 520.75	Professional Services: Property Acquisition		\$ 390.56		\$ 130.19		
56649	10/11/2007	Remy, Thomas & Moose LLP	\$ 45.35	Professional Services: Property Acquisition		\$ 34.01		\$ 11.34		
58076	2/14/2008	Remy, Thomas & Moose LLP	\$ 3,525.42	Professional Services: Property Acquisition		\$ 2,644.07		\$ 881.36		
	12/31/2008	Remy, Thomas & Moose LLP	\$ 11,480.94	Missing Backup		\$ 8,610.71		\$ 2,870.24		
56798	10/25/2007	Rental Solutions	\$ 1,331.42	Construction: Chipper rental for VVMHP tree removal	\$ 1,331.42					\$ 1,331.42
59055	5/8/2008	Rental Solutions	\$ 780.70	Construction: dozer rental for grading at VVMHP	\$ 780.70					\$ 780.70
55975	8/23/2007	Richard & Patsy McDonnell	\$ 4,771.20	Relocation Assistance: 22 Del Rio	\$ 4,771.20					
42576	1/7/2004	Royal Graphics	\$ 2,945.03	Flood Control Project - Brochure	\$ 2,945.03					\$ 2,945.03
58415	3/20/2008	Russell Kinsey	\$ 190.00	Relocation Assistance: 25 Laguna Seca	\$ 190.00					\$ 190.00
40528	6/20/2003	Saf-r-dig	\$ 6,625.00	Fulton St Storm Drain Utility potholing	\$ 6,625.00					
	6/30/2010	Salaries & Benefits - Fund 235	\$ 239,932.45		\$ 239,932.45					
	6/30/2011	Salaries & Benefits - Fund 235	\$ 227,004.73				\$ 227,007.81		\$ 10,000.00	
	6/30/2012	Salaries & Benefits - Fund 235	\$ 44,805.75		\$ 44,805.75					
	6/30/2002	Salaries & Benefits - Fund 35	\$ 526.57		\$ 131.64	\$ 394.93				
	6/30/2003	Salaries & Benefits - Fund 35	\$ 8,669.17		\$ 2,167.29	\$ 6,501.88				
	6/30/2004	Salaries & Benefits - Fund 35	\$ 39,293.62		\$ 9,823.41	\$ 29,470.22				
	6/30/2005	Salaries & Benefits - Fund 35	\$ 33,171.00		\$ 8,292.75	\$ 24,878.25				
	6/30/2006	Salaries & Benefits - Fund 35	\$ 31,148.34		\$ 7,787.09	\$ 23,361.26				
	6/30/2007	Salaries & Benefits - Fund 35	\$ 37,714.77		\$ 9,428.69	\$ 28,286.08				
	6/30/2008	Salaries & Benefits - Fund 35	\$ 28,410.24		\$ 7,102.56	\$ 21,307.68				
	6/30/2009	Salaries & Benefits - Fund 35	\$ 12,707.29		\$ 12,707.29					
	6/30/2006	Salaries & Benefits - Fund 35 (FEMA approved)	\$ 54,982.00			\$ 41,236.50		\$ 13,745.50		
54929	5/24/2007	San Francisco Chronicle	\$ 792.50	Construction: Bid Notice Advertisement	\$ 792.50					\$ 792.50
45975	12/22/2004	Schenberger, Taylor, McCormick & Jecker	\$ 12,934.74	VVMHP Appraisal Services	\$ 3,233.69	\$ 9,701.06				
47074	4/22/2005	Schenberger, Taylor, McCormick & Jecker	\$ 450.00	VVMHP Appraisal Services	\$ 112.50	\$ 337.50				
49108	11/18/2005	Schenberger, Taylor, McCormick & Jecker	\$ 5,200.00	Appraisal Report	\$ 1,300.00	\$ 3,900.00				
50601	4/21/2006	Schenberger, Taylor, McCormick & Jecker	\$ 18,000.00	Appraisal Services	\$ 4,500.00	\$ 13,500.00				
50666	4/28/2006	Schenberger, Taylor, McCormick & Jecker	\$ 13,200.00	Appraisal Services	\$ 3,300.00	\$ 9,900.00				
51690	8/4/2006	Schenberger, Taylor, McCormick & Jecker	\$ 4,950.00	Property Appraisals - Property Acquisition	\$ 1,237.50	\$ 3,712.50				
51951	8/31/2006	Schenberger, Taylor, McCormick & Jecker	\$ 1,398.15	Property Appraisals - Property Acquisition	\$ 349.54	\$ 1,048.61				
52437	10/12/2006	Schenberger, Taylor, McCormick & Jecker	\$ 3,705.00	Property Appraisals - Property Acquisition	\$ 926.25	\$ 2,778.75				
53135	12/14/2006	Schenberger, Taylor, McCormick & Jecker	\$ 18,850.80	Property Appraisals - Property Acquisition	\$ 4,712.70	\$ 14,138.10				
57445	12/20/2007	Schenberger, Taylor, McCormick & Jecker	\$ 9,555.00	Professional Services: Property Appraisal	\$ 2,388.75	\$ 7,166.25				
77189	12/8/2010	Seeds to Slabs	\$ 433.64	Construction: Plants for Restoration			\$ 433.64			

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61097	11/6/2008	Shooter & Butts, Inc	\$ 6,200.70	Hydroseed for VVMHP (applied with track & straw overlay)	\$ 6,200.70					\$ 6,200.70
35718	2/7/2002	Sonoma Rentals	\$ 287.50	Wireless Mic and Audio/Visual System				\$ 287.50		\$ 287.50
41577	9/30/2003	Sprint Conferencing	\$ 2,609.70	Communications				\$ 2,609.70		\$ 2,609.70
41866	10/23/2003	Sprint Conferencing	\$ 122.36	Communications				\$ 122.36		\$ 122.36
42171	11/19/2003	Sprint Conferencing	\$ 523.04	Communications				\$ 523.04		\$ 523.04
42444	12/22/2003	Sprint Conferencing	\$ 1,037.59	Communications				\$ 1,037.59		\$ 1,037.59
42735	1/22/2004	Sprint Conferencing	\$ 419.74	Communications				\$ 419.74		\$ 419.74
42874	2/5/2004	Sprint Conferencing	\$ 376.49	Communications				\$ 376.49		\$ 376.49
43292	3/18/2004	Sprint Conferencing	\$ 473.49	Communications				\$ 473.49		\$ 473.49
43631	4/21/2004	Sprint Conferencing	\$ 182.90	Communications				\$ 182.90		\$ 182.90
44050	6/2/2004	Sprint Conferencing	\$ 153.52	Communications				\$ 153.52		\$ 153.52
44306	7/8/2004	Sprint Conferencing	\$ 214.94	Communications				\$ 214.94		\$ 214.94
44640	8/5/2004	Sprint Conferencing	\$ 31.65	Conference Calls				\$ 31.65		\$ 31.65
45454	10/29/2004	Sprint Conferencing	\$ 26.75	Conference Calls				\$ 26.75		\$ 26.75
47075	4/22/2005	Sprint Conferencing	\$ 219.60	Conference Calls				\$ 219.60		\$ 219.60
47234	5/6/2005	Sprint Conferencing	\$ 117.82	Conference Calls				\$ 117.82		\$ 117.82
48152	8/16/2005	Sprint Conferencing	\$ 342.33	Communications				\$ 342.33		\$ 342.33
48152	8/16/2005	Sprint Conferencing	\$ 37.05	Communications				\$ 37.05		\$ 37.05
48152	8/16/2005	Sprint Conferencing	\$ 219.58	Property Acquisition Conference Call				\$ 219.58		\$ 219.58
48216	8/19/2005	Sprint Conferencing	\$ 138.79	Communications				\$ 138.79		\$ 138.79
48539	9/23/2005	Sprint Conferencing	\$ 30.71	Communications				\$ 30.71		\$ 30.71
45754	11/24/2005	Sprint Conferencing	\$ 101.20	Conference Calls				\$ 101.20		\$ 101.20
49375	12/16/2005	Sprint Conferencing	\$ 138.13	Property Relocation Communications				\$ 138.13		\$ 138.13
49447	12/22/2005	Sprint Conferencing	\$ 354.60	Project Management and Acquisition Communications				\$ 354.60		\$ 354.60
49679	1/20/2006	Sprint Conferencing	\$ 155.38	Lobbying, Grant Requirements, Relocation Communications				\$ 155.38		\$ 155.38
50670	4/28/2006	Sprint Conferencing	\$ 131.05	VVMHP Appraisal Communications				\$ 131.05		\$ 131.05
50930	5/26/2006	Sprint Conferencing	\$ 401.11	Property Acquisition & Project Management Communications				\$ 401.11		\$ 401.11
51429	7/14/2006	Sprint Conferencing	\$ 138.53	Communications				\$ 138.53		\$ 138.53
51918	8/24/2006	Sprint Conferencing	\$ 433.37	Communications				\$ 433.37		\$ 433.37
52336	10/5/2006	Sprint Conferencing	\$ 38.22	Communications				\$ 38.22		\$ 38.22
52439	10/12/2006	Sprint Conferencing	\$ 145.86	Communications				\$ 145.86		\$ 145.86
72013	7/22/2009	St Helena Cyclery	\$ 35.00	Flood Manager Bike Chain & Install				\$ 35.00		
71683	6/17/2009	St Helena Hospital	\$ 162.00	Pre-Employment Physical for deFaymoreau				\$ 162.00		
40380	6/4/2003	St Helena Mail Center	\$ 113.14	Office Supplies: Color Copies	\$ 113.14					\$ 113.14
44643	8/5/2004	St Helena Mail Center	\$ 139.30	Lobbying - Federal: Wine Shipment	\$ 139.30					\$ 139.30
44669	8/6/2004	St Helena Mail Center	\$ 173.91	Lobbying - Federal: Wine Shipment	\$ 173.91					\$ 173.91
47622	6/24/2005	St Helena Mail Center	\$ 122.62	Lobbying - Federal: Wine Shipment	\$ 122.62					\$ 122.62
54936	5/24/2007	St Helena Mail Center	\$ 32.31	Lobbying - Federal: Shipment	\$ 32.31					
52770	11/9/2006	St Helena Self Storage	\$ 840.00	Relocation Assistance for 26 Laguna Seca	\$ 840.00					
52770	11/9/2006	St Helena Self Storage	\$ 1,050.00	Relocation Assistance for 27 Laguna Seca	\$ 1,050.00					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

54385	4/5/2007	St Helena Self Storage	\$ 1,260.00	Relocation Assistance for 26 Laguna Seca	\$ 1,260.00					
54385	4/5/2007	St Helena Self Storage	\$ 1,260.00	Relocation Assistance for 27 Laguna Seca	\$ 1,260.00					
70572	3/4/2009	St Helena Unified School District	\$ 4,375.00	Litigation: VVMHP Land Acquisition Trial Location	\$ 4,375.00					\$ 4,375.00
50031	2/24/2006	Staples	\$ 54.83	Office Supplies	\$ 54.83					\$ 54.83
50247	3/17/2006	Staples	\$ 80.68	Office Supplies	\$ 80.68					\$ 80.68
56873	11/1/2007	Staples	\$ 29.75	Office Supplies	\$ 29.75					\$ 29.75
58444	3/20/2008	Staples	\$ 29.75	Office Supplies	\$ 29.75					\$ 29.75
59968	7/31/2008	Staples	\$ 29.75	Office Supplies	\$ 29.75					\$ 29.75
71230	5/6/2009	Staples	\$ 37.85	Office Supplies	\$ 37.85					\$ 37.85
	1/7/2010	Staples	\$ 37.85	Office Supplies	\$ 37.85					\$ 37.85
	2/10/2010	Staples	\$ 37.85	Office Supplies	\$ 37.85					\$ 37.85
49448	12/22/2005	State Water Resources Control Board	\$ 500.00	Permit App for 401 Water Quality	\$ 500.00					\$ 500.00
51245	6/23/2006	State Water Resources Control Board	\$ 2,563.00	Annual Fee for Stormwater Discharge				\$ 2,563.00		\$ 2,563.00
52844	11/16/2006	State Water Resources Control Board	\$ 2,963.00	Permit Fee for Waste Discharge	\$ 2,963.00					
55228	6/21/2007	State Water Resources Control Board	\$ 1,090.00	Fee for NOI Storm Water Permit	\$ 1,090.00					
72429	8/26/2009	State Water Resources Control Board	\$ 2,371.00	Annual Permit Fees for Various Facilities				\$ 2,371.00		
73341	11/19/2009	State Water Resources Control Board	\$ 115,008.61	Repayment of SRF Loan - Principal	\$ 51,044.34			\$ 63,964.27		\$ 115,008.61
73341	11/19/2009	State Water Resources Control Board	\$ 28,913.45	Repayment of SRF Loan -Interest & Fees				\$ 28,913.45		\$ 28,913.45
73990	1/27/2010	State Water Resources Control Board	\$ 3,600.00	Annual Permit Fee for Facility				\$ 3,600.00		
76847	11/4/2010	State Water Resources Control Board	\$ 89,385.17	Grant/Service Fees on SRF Loan Repayment				\$ 89,385.17		
76847	11/4/2010	State Water Resources Control Board	\$ 238,370.87	Principal on SRF Loan Repayment				\$ 238,370.87		
76931	11/10/2010	State Water Resources Control Board	\$ 1,333.00	Annual Permit Fee for Facility				\$ 1,333.00		
77184	12/8/2010	State Water Resources Control Board	\$ 3,600.00	Annual Permit Fee for Facility				\$ 3,600.00		
80477	11/28/2011	State Water Resources Control Board	\$ 163,951.95	SRF Loan Repayment: Grant & Service Fees				\$ 163,951.95		
80477	11/28/2011	State Water Resources Control Board	\$ 362,852.69	SRF Loan Repayment: Principal				\$ 362,852.69		
83256	10/11/2012	State Water Resources Control Board	\$ 352,006.21	SRF Loan Repayment: Principal				\$ 352,006.21		
83256	10/11/2012	State Water Resources Control Board	\$ 174,798.43	SRF Loan: Grant & Service Fees				\$ 174,798.43		
86314	10/2/2013	State Water Resources Control Board	\$ 526,804.70	Loan Repayment				\$ 526,804.70		
89858	10/29/2014	State Water Resources Control Board	\$ 157,699.37	SRF Loan Repayment: Grant & Service Fees				\$ 157,699.37		
89858	10/29/2014	State Water Resources Control Board	\$ 369,105.27	SRF Loan Repayment: Principal				\$ 369,105.27		
53369	1/11/2007	Stevenson Supply & Tractor Co	\$ 2,155.00	Poly Sand Bags for Corp Yard/Storm Stock				\$ 2,155.00		
56577	10/4/2007	Stevenson Supply & Tractor Co	\$ 1,371.12	Pre-Construction Supplies: rice wattles, wattle snakes & stakes	\$ 1,371.12					

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57670	1/10/2008	Stevenson Supply & Tractor Co	\$ 4,040.63	Pre-Construction Supplies: grizzly track out device for stormwater pollution prevention	\$ 4,040.63					
71682	6/17/2009	Stevenson Supply & Tractor Co	\$ 189.06	Uniforms: Hard hats, safety orange/lime clothing	\$ 189.06					\$ 60.90
71934	7/14/2010	Stevenson Supply & Tractor Co	\$ 60.90	Safety Uniforms	\$ 60.90					
48862	10/21/2005	Steve's Hardware	\$ 39.30	Mitchell Dr Duck Pond	\$ 39.30					\$ 39.30
51691	8/4/2006	Steve's Hardware	\$ 7.53	Construction: Storm Drain	\$ 7.53					
51793	8/18/2006	Steve's Hardware	\$ 1.70		\$ 1.70					
55306	6/28/2007	Steve's Hardware	\$ 21.30	Supplies (Tubing, Tee, Elbow)	\$ 21.30					
71933	7/14/2009	Steve's Hardware	\$ 8.12	Keys for Trailer Door	\$ 8.12					
	9/16/2009	Steve's Hardware	\$ 15.84	Supplies (extension Cord & flagging tape for trees)	\$ 15.84					
74803	4/14/2010	Steve's Hardware	\$ 181.54	Batteries, padlocks & keyless lock	\$ 181.54					
75124	5/19/2010	Steve's Hardware	\$ 47.83	keyless padlocks	\$ 47.83					
76574	10/6/2010	Steve's Hardware	\$ 5.97	Supplies: Lube triflow 4oz spray	\$ 5.97					
77193	12/8/2010	Steve's Hardware	\$ 9.78	Supplies: ACE bags, 42 gallon	\$ 9.78					
77508	1/12/2011	Steve's Hardware	\$ 6.51	Supplies: 5" clearview rain gauge	\$ 6.51					
78054	3/9/2011	Steve's Hardware	\$ 23.91	Supplies: keyless padlock for temporary VVMHP gate	\$ 23.91					
79250	7/20/2011	Steve's Hardware	\$ 47.49	Misc Construction Supplies	\$ 47.49					
70492	2/26/2009	Stewart Title of CA	\$ 3,086.00	Property Acquisiton - Hunter Property	\$ 3,086.00					
70965	4/8/2009	Stewart Title of CA	\$ 415.00	Property Acquisiton - Hunter Property	\$ 415.00					
53610	2/1/2007	Stow-It Mini Storage	\$ 925.00	Relocation Assistance for 25 Laguna Seca	\$ 925.00					
44187	6/17/2004	Sunshine Foods	\$ 17.76	Meals				\$ 17.76		
47933	7/22/2005	Sunshine Foods	\$ 97.58	Meals				\$ 97.58		\$ 97.58
76321	9/14/2010	Sunshine Foods	\$ 47.08	Lobbying - Federal: Meals	\$ 47.08					
48032	8/5/2005	Swanson Hydrology	\$ 7,708.97	Professional Services: Engineering Napa River Design	\$ 1,927.24	\$ 5,781.73				
51155	6/16/2006	Swanson Hydrology	\$ 48,885.26	Professional Services: Engineering Napa River Design	\$ 12,221.32	\$ 36,663.95				
51349	7/7/2006	Swanson Hydrology	\$ 31,455.50	Professional Services: EIR, Plant Palette & Geomorphology	\$ 7,863.88	\$ 23,591.63				
51369	7/14/2006	Swanson Hydrology	\$ 22,828.65	Professional Services: EIR, Plant Palette & Geomorphology	\$ 5,707.16	\$ 17,121.49				
52107	9/15/2006	Swanson Hydrology	\$ 27,376.48	Professional Services: EIR, Plant Palette & Geomorphology	\$ 6,844.12	\$ 20,532.36				
52534	10/19/2006	Swanson Hydrology	\$ 69,866.47	Professional Services: EIR, Plant Palette & Geomorphology	\$ 17,466.62	\$ 52,399.85				
52534	10/19/2006	Swanson Hydrology	\$ 15,400.00	Professional Services: Engineering	\$ 3,850.00	\$ 11,550.00				
52607	10/26/2006	Swanson Hydrology	\$ 5,175.00	Professional Services: Engineering	\$ 1,293.75	\$ 3,881.25				
52685	11/2/2006	Swanson Hydrology	\$ 37,691.88	Professional Services: EIR, Plant Palette & Geomorphology	\$ 9,422.97	\$ 28,268.91				
52955	11/30/2006	Swanson Hydrology	\$ 612.50	Professional Services: Engineering	\$ 153.13	\$ 459.38				
53037	12/7/2006	Swanson Hydrology	\$ 43,068.28	Professional Services: EIR, Plant Palette & Geomorphology	\$ 10,767.07	\$ 32,301.21				

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53512	1/25/2007	Swanson Hydrology	\$ 65,114.08	Professional Services: EIR, Plant Palette & Geomorphology	\$ 16,278.52	\$ 48,835.56				
53691	2/8/2007	Swanson Hydrology	\$ 31,861.57	Professional Services: EIR, Plant Palette & Geomorphology	\$ 7,965.39	\$ 23,896.18				
53862	2/22/2007	Swanson Hydrology	\$ 10,623.78	Professional Services: EIR, Plant Palette & Geomorphology	\$ 2,655.95	\$ 7,967.84				
54150	3/15/2007	Swanson Hydrology	\$ 3,982.80	Professional Services: EIR, Plant Palette & Geomorphology	\$ 995.70	\$ 2,987.10				
54561	4/19/2007	Swanson Hydrology	\$ 38,865.92	Professional Services: EIR, Plant Palette & Geomorphology	\$ 9,716.48	\$ 29,149.44				
54937	5/24/2007	Swanson Hydrology	\$ 48,945.80	Professional Services: EIR, Plant Palette & Geomorphology	\$ 12,236.45	\$ 36,709.35				
55232	6/21/2007	Swanson Hydrology	\$ 24,490.77	Professional Services: EIR, Plant Palette & Geomorphology	\$ 6,122.69	\$ 18,368.08				
55844	8/9/2007	Swanson Hydrology	\$ 2,038.32	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 509.58	\$ 1,528.74				
56344	9/18/2007	Swanson Hydrology	\$ 715.00	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 178.75	\$ 536.25				
56748	10/18/2007	Swanson Hydrology	\$ 1,000.00	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 250.00	\$ 750.00				
57116	11/21/2007	Swanson Hydrology	\$ 14,007.50	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 3,501.88	\$ 10,505.63				
57362	12/13/2007	Swanson Hydrology	\$ 9,499.16	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 2,374.79	\$ 7,124.37				
57673	1/10/2008	Swanson Hydrology	\$ 8,670.00	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 2,167.50	\$ 6,502.50				
58359	3/13/2008	Swanson Hydrology	\$ 4,325.00	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 1,081.25	\$ 3,243.75				
58783	4/10/2008	Swanson Hydrology	\$ 4,743.65	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 1,185.91	\$ 3,557.74				
59141	5/15/2008	Swanson Hydrology	\$ 635.00	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 158.75	\$ 476.25				
59472	6/12/2008	Swanson Hydrology	\$ 300.00	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 75.00	\$ 225.00				
55493	7/12/2008	Swanson Hydrology	\$ 17,060.55	Professional Services: EIR, Plant Palette & Geomorphology, Permit Technical Studies	\$ 4,265.14	\$ 12,795.41				
60128	8/14/2008	Swanson Hydrology	\$ 360.00	Professional Services: construction support	\$ 90.00	\$ 270.00				
60228	8/21/2008	Swanson Hydrology	\$ 585.00	Professional Services: construction support	\$ 146.25	\$ 438.75				
61519	12/16/2008	Swanson Hydrology	\$ 8,475.00	Professional Services: construction support	\$ 2,118.75	\$ 6,356.25				
70216	1/29/2009	Swanson Hydrology	\$ 23,477.50	Professional Services: construction support	\$ 23,477.50					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

70789	3/26/2009	Swanson Hydrology	\$ 8,870.00	Professional Services: construction support	\$ 8,870.00					
71090	4/22/2009	Swanson Hydrology	\$ 8,734.71	Professional Services: construction support	\$ 8,734.71					
71592	6/10/2009	Swanson Hydrology	\$ 3,630.37	Professional Services: construction support	\$ 3,630.37					
51156	6/16/2006	Syar Industries	\$ 439.32	Construction Materials (Asphalt) Mitchell Storm Drain	\$ 439.32					\$ 439.32
40208	5/22/2003	Tamera Haas	\$ 3,249.30	Lobbying - Federal: Travel Expenses	\$ 3,249.30					\$ 3,249.30
42382	12/22/2003	Tamera Haas	\$ 340.09	Lobbying - Federal: Travel Expenses	\$ 340.09					\$ 340.09
43234	3/18/2004	Tamera Haas	\$ 702.46	Lobbying - Federal: Consultant/Liasion Fees	\$ 702.46					\$ 702.46
43398	4/8/2004	Tamera Haas	\$ 5,296.25	Lobbying - Federal: Consultant/Liasion Fees	\$ 5,296.25					\$ 5,423.25
50034	2/24/2006	Taylor Bailey, Inc	\$ 6,567.01	Construction - Emergency Stablization from NYE Flood for Meadowcreek				\$ 6,567.01		\$ 6,567.01
51082	6/9/2006	Taylor Bailey, Inc	\$ 7,343.12	Construction - Emergency Stablization from NYE Flood for Meadowcreek				\$ 7,343.12		
49162	11/23/2005	Tessi Trucking	\$ 6,305.80	Construction Mitchell Duck Pond	\$ 6,305.80					
52526	10/19/2006	Thomas & Gunilla Sokoff	\$ 1,675.00	Relocation Assistance: 28 Laguna Seca	\$ 1,675.00					
61414	12/11/2008	Thomas Kerr	\$ 2,500.00	Legal Services				\$ 2,500.00		\$ 1,411.85
49280	12/9/2005	Thomas Lippe/Living Rivers Council Trust	\$ 214,520.00	Settlement Agreement: Payment of Plaintiff's legal fees				\$ 214,520.00		
70043	1/16/2009	Thomas P Kerr	\$ 4,830.07	Mobile Home Expert Consultant	\$ 4,830.07					
71908	7/14/2009	Thomas P Kerr	\$ 110.81	Mobile Home Expert Consultant	\$ 110.81					\$ 110.81
72125	8/5/2009	Thomas P Kerr	\$ 5,807.41	Mobile Home Expert Consultant	\$ 5,807.41					\$ 5,807.41
54098	3/15/2007	Tom Dougherty	\$ 290.00	Relocation Expenses - 24 Laguna Seca	\$ 290.00					
57634	1/10/2008	Tom McKeithan	\$ 455.00	PS&E: Density testing & utility backfill at VVMHP	\$ 455.00					
56007	8/23/2007	Turner Moving & Storage	\$ 576.00	Relocation Assistance: 22 Del Rio	\$ 576.00					
51653	8/4/2006	Underground Service Alert	\$ 42.38	Annual membership for Service Alerts				\$ 42.38		\$ 42.38
74180	2/17/2010	United Parcel Service (UPS)	\$ 55.30	Lobbying - Federal: Shipments	\$ 55.30					
80613	12/7/2011	United Parcel Service (UPS)	\$ 19.15	Shipment to Jarvis Fay Doportto & Gibson	\$ 19.15					
31135	10/17/2000	United Rentals	\$ 346.92	Chipper Rental	\$ 346.92					
51157	6/16/2006	United Rentals	\$ 260.84	Construction Mitchell Storm Drain - Equipment rental	\$ 260.84					\$ 260.84
51864	8/18/2006	United Rentals	\$ 2,011.58	130HP Dozer Rental	\$ 2,011.58					
52776	11/9/2006	United Rentals	\$ 2,573.87	Excavator rental for Tree Removal in Napa River	\$ 2,573.87					
55312	6/25/2007	United Rentals	\$ 2,498.51	Rental of trench box & road plates for flood control project	\$ 2,498.51					
55646	7/25/2007	United Rentals	\$ 3,668.82	Construction: Rental of road plates, water tower	\$ 3,668.82					\$ 3,668.82

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55846	8/9/2007	United Rentals	\$ 2,937.50	Construction: Rental of water tank trailer	\$ 2,937.50					\$ 5,875.00
55935	8/16/2007	United Rentals	\$ 3,668.82	Construction: Rental of road plates, water tower	\$ 3,668.82					\$ 3,668.82
56008	8/23/2007	United Rentals	\$ 3,362.26	Construction: rental of water tank	\$ 3,362.26					\$ 3,362.26
56346	9/18/2007	United Rentals	\$ 2,567.61	Construction: rental of water tank	\$ 2,567.61					\$ 2,567.61
56584	10/4/2007	United Rentals	\$ 2,567.61	Construction: rental of water tank	\$ 2,567.61					\$ 2,567.61
56659	10/11/2007	United Rentals	\$ 1,101.21	Construction: rental of road plates	\$ 1,101.21					\$ 1,101.21
56751	10/18/2007	United Rentals	\$ 1,101.21	Construction: rental of road plates	\$ 1,101.21					\$ 1,101.21
56878	11/1/2007	United Rentals	\$ 2,567.61	Construction: rental of water tank	\$ 2,567.61					\$ 2,567.61
56987	11/8/2007	United Rentals	\$ 1,101.21	Construction: rental of road plates	\$ 1,101.21					\$ 1,101.21
57119	11/21/2007	United Rentals	\$ 568.92	Construction: rental of road plates	\$ 568.92					\$ 568.92
57265	12/6/2007	United Rentals	\$ 21.25	Construction: rental of water tank	\$ 21.25					\$ 21.25
57507	12/27/2007	United Rentals	\$ 550.60	Construction: rental of road plates (includes credit for plate deposit)	\$ 550.60					\$ 550.60
58362	3/13/2008	United Rentals	\$ 190.00	Construction: rental of road plates (includes credit for lifting ring deposit)	\$ 190.00					\$ 190.00
83972	1/10/2013	UpValley Electric	\$ 289.25	Generator HookUp for Storm Drain Pumping Project	\$ 289.25					
85140	5/23/2013	UpValley Electric	\$ 2,827.83	Flood control irrigation pump panel	\$ 2,827.83					
73792	1/7/2010	US Bank - Cal Card	\$ 10.50	Parking - DWR/SRF Meeting				\$ 10.50		
75474	6/23/2010	US Bank - Cal Card	\$ 10.00	Parking fees - Army Corps Meeting				\$ 10.00		
75474	6/23/2010	US Bank - Cal Card	\$ 8.00	Parking fees Meeting in San Francisco				\$ 8.00		
76410	9/22/2010	US Bank - Cal Card	\$ 150.99	Lobbying - Federal: Meals				\$ 150.99		
76747	10/20/2010	US Bank - Cal Card	\$ 13.25	Lobbying - Federal: Meals (Corps paid \$40 to City; total bill \$53.25)				\$ 13.25		
79663	9/1/2011	US Bank - Cal Card	\$ 1,244.51	Sump Pump Repair	\$ 1,244.51					
83450	11/1/2012	US Bank - Cal Card	\$ 729.20	Lobbying - Federal: Travel Expenses	\$ 729.20					
		US Bank - Cal Card	\$ 779.60	Lobbying - Federal: Travel Expenses	\$ 779.60					
42185	11/19/2003	US Postmaster	\$ 755.58	Postage				\$ 755.58		\$ 755.58
43040	2/27/2004	US Postmaster	\$ 235.34	Postage				\$ 235.34		\$ 235.34
71323	5/13/2009	Verizon Wireless	\$ 82.91	Communications: DeFaymoreau	\$ 82.91					
71690	6/17/2009	Verizon Wireless	\$ 91.98	Communications: DeFaymoreau	\$ 91.98					
72136	8/5/2009	Verizon Wireless	\$ 203.63	Communications: Cell phone for deFaymoreau	\$ 203.63					
72273	8/12/2009	Verizon Wireless	\$ 155.18	Communications: Cell phone for deFaymoreau	\$ 155.18					

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72694	9/16/2009	Verizon Wireless	\$ 80.36	Communications: Cell phone for deFaymoreau	\$ 80.36					
72963	10/15/2009	Verizon Wireless	\$ 77.67	Communications: Cell phone for deFaymoreau	\$ 77.67					
73254	11/10/2009	Verizon Wireless	\$ 79.48	Communications: Cell phone for deFaymoreau	\$ 79.48					
73630	12/16/2009	Verizon Wireless	\$ 78.92	Communications: Cell phone for deFaymoreau	\$ 78.92					
73796	1/7/2010	Verizon Wireless	\$ 77.88	Communications: Cell phone for deFaymoreau	\$ 77.88					
74175	2/17/2010	Verizon Wireless	\$ 82.11	Communications: Cell phone for deFaymoreau	\$ 82.11					
74462	3/10/2010	Verizon Wireless	\$ 88.41	Communications: Cell phone for deFaymoreau	\$ 88.41					
78163	3/16/2010	Verizon Wireless	\$ 168.42	Communications: Telephone for DuFaymoreau & Internet for Trailer	\$ 168.42					
74747	4/7/2010	Verizon Wireless	\$ 86.23	Communications: Cell phone for deFaymoreau	\$ 86.23					
75132	5/19/2010	Verizon Wireless	\$ 76.13	Communications: Cell phone for deFaymoreau	\$ 76.13					
75381	6/16/2010	Verizon Wireless	\$ 83.52	Communications: Cell phone for deFaymoreau	\$ 83.52					
75703	7/14/2010	Verizon Wireless	\$ 81.30	Communications: Telephone for DuFaymoreau	\$ 81.30					
75994	8/11/2010	Verizon Wireless	\$ (28.69)	Communications: Telephone for DuFaymoreau	\$ (28.69)					
76071	8/19/2010	Verizon Wireless	\$ 113.32	Communications: Telephone for DuFaymoreau	\$ 113.32					
76331	9/14/2010	Verizon Wireless	\$ 78.98	Communications: Telephone for DuFaymoreau	\$ 78.98					
76649	10/13/2010	Verizon Wireless	\$ 95.87	Communications: Telephone for DuFaymoreau	\$ 95.87					
77016	11/17/2010	Verizon Wireless	\$ 153.42	Communications: Telephone for DuFaymoreau	\$ 153.42					
77325	12/16/2010	Verizon Wireless	\$ 124.50	Communications: Telephone for DuFaymoreau	\$ 124.50					
77572	1/20/2011	Verizon Wireless	\$ 120.76	Communications: Telephone for DuFaymoreau & Internet for Trailer	\$ 120.76					
77853	2/17/2011	Verizon Wireless	\$ 125.37	Communications: Telephone for DuFaymoreau & Internet for Trailer	\$ 125.37					
78472	4/27/2011	Verizon Wireless	\$ 115.11	Communications: Telephone for DuFaymoreau & Internet for Trailer	\$ 115.11					
78675	5/12/2011	Verizon Wireless	\$ 118.81	Communications: Telephone for DuFaymoreau & Internet for Trailer	\$ 118.81					
78936	6/15/2011	Verizon Wireless	\$ 118.51	Communications: Telephone for DuFaymoreau & Internet for Trailer	\$ 118.51					
79257	7/20/2011	Verizon Wireless	\$ 114.78	Communications: Telephone for du Faymoreau and Internet for Trailer	\$ 114.78					

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79523	8/17/2011	Verizon Wireless	\$ 54.15	Communications: Telephone for du Faymoreau and Internet for Trailer	\$ 54.15					
79769	9/15/2011	Verizon Wireless	\$ 97.27	Communications: Telephone for du Faymoreau	\$ 97.27					
80141	10/18/2011	Verizon Wireless	\$ 93.86	Communications: Telephone for du Faymoreau	\$ 93.86					
80440	11/16/2011	Verizon Wireless	\$ 119.64	Communications: Telephone for du Faymoreau	\$ 119.64					
80775	12/21/2011	Verizon Wireless	\$ 106.56	Communications: Telephone for du Faymoreau	\$ 106.56					
80927	1/10/2012	Verizon Wireless	\$ 90.57	Communications: Telephone for du Faymoreau	\$ 90.57					
81252	2/16/2012	Verizon Wireless	\$ 116.64	Communications: Telephone for du Faymoreau	\$ 116.64					
81626	3/29/2012	Verizon Wireless	\$ 86.02	Communications: Telephone for du Faymoreau	\$ 86.02					
81762	4/12/2012	Verizon Wireless	\$ 94.36	Communications: Telephone for du Faymoreau	\$ 94.36					
82042	5/16/2012	Verizon Wireless	\$ 90.34	Communications: Telephone for du Faymoreau	\$ 90.34					
82313	6/13/2012	Verizon Wireless	\$ 95.50	Communications: Telephone for du Faymoreau	\$ 95.50					
82567	7/19/2012	Verizon Wireless	\$ 87.13	Communication: Telephone for flood manager	\$ 87.13					
82850	8/23/2012	Verizon Wireless	\$ 77.05	Communication: Telephone for flood manager	\$ 77.05					
83043	9/13/2012	Verizon Wireless	\$ 76.80	Communication: Telephone for flood manager	\$ 76.80					
83272	10/11/2012	Verizon Wireless	\$ (51.92)	Communication: Telephone for flood manager	\$ (51.92)					
49333	12/9/2005	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
49457	12/22/2005	Vineyard Valley MHP	\$ 554.25	Property Acquisition - Space Rent 24 Redondo Court	\$ 554.25					
49547	12/22/2005	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
49738	1/27/2006	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
50039	2/24/2006	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
50392	3/31/2006	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
50678	4/28/2006	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
50937	5/26/2006	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
51301	6/30/2006	Vineyard Valley MHP	\$ 554.25	Relocation Expenses - 24 Redondo rental agreement	\$ 554.25					\$ 554.25
51654	8/4/2006	Vineyard Valley MHP	\$ 554.25	Space Rent for Acquired Properties	\$ 554.25					
51960	8/31/2006	Vineyard Valley MHP	\$ 554.25	Space Rent for Acquired Properties	\$ 554.25					
52355	10/5/2006	Vineyard Valley MHP	\$ 554.25	Space Rent for Acquired Properties	\$ 554.25					

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52447	10/12/2006	Vineyard Valley MHP	\$ 2,972.00	Space Rent for Acquired Properties	\$ 2,972.00					
52688	11/2/2006	Vineyard Valley MHP	\$ 5,268.25	Space Rent for Acquired Properties	\$ 5,268.25					
52960	11/30/2006	Vineyard Valley MHP	\$ 5,268.25	Space Rent for Acquired Properties	\$ 5,268.25					
53257	12/28/2006	Vineyard Valley MHP	\$ 5,268.25	Space Rent for Acquired Properties	\$ 5,268.25					
53520	1/25/2007	Vineyard Valley MHP	\$ 5,268.25	Space Rent for Acquired Properties	\$ 5,268.25					
53866	2/22/2007	Vineyard Valley MHP	\$ 1,124.00	Space Rent for Acquired Properties	\$ 1,124.00					
53934	3/1/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
54289	3/29/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
54700	5/3/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
54944	5/24/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
55315	6/28/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
55773	8/2/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
56084	8/30/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
56586	10/4/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
56880	11/10/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
57191	11/29/2007	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
57562	1/3/2008	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
57907	1/31/2008	Vineyard Valley MHP	\$ 5,773.75	Space Rent for Acquired Properties	\$ 5,773.75					
58006	2/7/2008	Vineyard Valley MHP	\$ 618.50	Space Rent for Acquired Properties	\$ 618.50					
58198	2/28/2008	Vineyard Valley MHP	\$ 6,392.55	Space Rent for Acquired Properties	\$ 6,392.55					
58586	4/3/2008	Vineyard Valley MHP	\$ 6,392.25	Space Rent for Acquired Properties	\$ 6,392.25					
58917	4/24/2008	Vineyard Valley MHP	\$ 5,830.25	Space Rent for Acquired Properties	\$ 5,830.25					
58987	5/1/2008	Vineyard Valley MHP	\$ 562.00	Space Rent for Acquired Properties	\$ 562.00					
60062	8/7/2008	Vineyard Valley MHP	\$ 5,000.00	Reimburse for Property Appraisal Costs	\$ 5,000.00					
61374	12/4/2008	Vineyard Valley MHP	\$ 768,500.00	Property Acquisition: VVMHP Parcels for Condemnation	\$ 768,500.00					
61644	1/6/2009	Vineyard Valley MHP	\$ 20,150.00	Property Acquisition: Land Costs per court order for Condemnation	\$ 20,150.00					
84077	1/24/2013	Volvo Rental Systems	\$ 2,462.86	Generator for VVMHP	\$ 2,462.86					
84169	2/4/2013	Volvo Rental Systems	\$ 2,259.75	Generator for VVMHP	\$ 2,259.75					
84725	4/3/2013	Volvo Rental Systems	\$ 2,259.75	Generator for VVMHP	\$ 2,259.75					

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

85149	5/23/2013	Volvo Rental Systems	\$ 3,309.62	Generator for VVMHP	\$ 3,309.62					
72295	8/19/2009	Waterways Consulting, Inc.	\$ 11,825.67	Professional Services: Construction support & Ongoing Monitoring	\$ 11,825.67					
72769	9/23/2009	Waterways Consulting, Inc.	\$ 1,164.62	Professional Services: Construction support & Ongoing Monitoring	\$ 1,164.62					
73207	11/5/2009	Waterways Consulting, Inc.	\$ 1,048.21	Professional Services: Construction support & Ongoing Monitoring	\$ 1,048.21					
73357	11/19/2009	Waterways Consulting, Inc.	\$ 1,454.75	Professional Services: Construction support & Ongoing Monitoring	\$ 1,454.75					
73633	12/16/2009	Waterways Consulting, Inc.	\$ 5,060.00	Professional Services: Construction support & Ongoing Monitoring	\$ 5,060.00					
73799	1/7/2010	Waterways Consulting, Inc.	\$ 1,827.29	Professional Services: Construction support & Ongoing Monitoring	\$ 1,827.29					
75007	5/5/2010	Waterways Consulting, Inc.	\$ 7,053.59	Professional Services: Construction support & Ongoing Monitoring	\$ 7,053.59					
75483	6/23/2010	Waterways Consulting, Inc.	\$ 7,464.99	Professional Services: Construction support & Ongoing Monitoring	\$ 7,464.99					
75527	6/30/2010	Waterways Consulting, Inc.	\$ 5,475.00	Professional Services: Construction support & Ongoing Monitoring	\$ 5,475.00					
75995	8/11/2010	Waterways Consulting, Inc.	\$ 12,235.19	Professional Services: Inspection & Monitoring	\$ 12,235.19					
76415	9/22/2010	Waterways Consulting, Inc.	\$ 94,785.35	Professional Services: Inspection & Monitoring			\$ 94,785.35			
76753	10/20/2010	Waterways Consulting, Inc.	\$ 17,407.85	Professional Services: Inspection & Monitoring			\$ 17,407.85			
77127	12/1/2010	Waterways Consulting, Inc.	\$ 4,340.79	Professional Services: Inspection & Monitoring			\$ 4,340.79			
77435	1/6/2011	Waterways Consulting, Inc.	\$ 22,509.54	Professional Services: Inspection & Monitoring			\$ 22,509.54			
78166	3/16/2011	Waterways Consulting, Inc.	\$ 7,696.00	Professional Services: Inspection & Monitoring			\$ 7,696.00			
79322	7/27/2011	Waterways Consulting, Inc.	\$ 1,941.27	Professional Services: Inspection & Monitoring	\$ 1,941.27					
80219	10/26/2011	Waterways Consulting, Inc.	\$ 14,485.79	Professional Services: Inspection & Monitoring	\$ 14,485.79					
80779	12/21/2011	Waterways Consulting, Inc.	\$ 41,705.24	Professional Services: Inspection & Monitoring	\$ 41,705.24					
81254	2/16/2012	Waterways Consulting, Inc.	\$ 10,539.22	Professional Services: Inspection & Monitoring	\$ 10,539.22					
81457	3/7/2012	Waterways Consulting, Inc.	\$ 20,355.84	Professional Services: Inspection & Monitoring	\$ 20,355.84					
81982	5/10/2012	Waterways Consulting, Inc.	\$ 4,099.80	Professional Services: Inspection & Monitoring	\$ 4,099.80					
82568	7/19/2012	Waterways Consulting, Inc.	\$ 9,063.38	Professional Services: Inspection & Monitoring	\$ 9,063.38					
83813	12/19/2012	Waterways Consulting, Inc.	\$ 4,688.48	Professional Services: Inspection & Monitoring	\$ 1,871.28			\$ 2,817.20		

COMPREHENSIVE FLOOD CONTROL PROJECT SPREADSHEET

84231	2/7/2013	Waterways Consulting, Inc.	\$ 16,213.99	Professional Services: Inspection & Monitoring	\$ 16,213.99					
85151	5/23/2013	Waterways Consulting, Inc.	\$ 4,254.53	Professional Services: Inspection & Monitoring	\$ 4,254.53					
89984	11/7/2014	Waterways Consulting, Inc.	\$ 6,239.64	Maintenance & Monitoring of Restoration	\$ 6,239.64					
90752	2/12/2015	Waterways Consulting, Inc.	\$ 17,129.60	Maintenance & Monitoring of Restoration	\$ 17,129.60					
		Waterways Consulting, Inc.	\$ 1,080.00	Professional Services: Construction support & Ongoing Monitoring	\$ 1,080.00					
84641	3/21/2013	WestAmerica Bank	\$ 3,460.00	Letter of Credit Renewal	\$ 3,460.00					
bank fee	3/31/2014	WestAmerica Bank	\$ 3,460.00	Letter of Credit Renewal				\$ 3,460.00		
bank fee	6/4/2014	WestAmerica Bank	\$ 1,072.00	Bank Fee				\$ 1,072.00		
78678	5/12/2011	Western Highway Products	\$ 400.25	Construction: signage No Ped, Keep on Path, Habitat Restoration			\$ 400.25			
51442	7/14/2006	Williams USA	\$ 228.16	Portable Radio for Communications (pro-rated share)				\$ 228.16		\$ 228.16
52038	9/8/2006	Williams USA	\$ 407.36	Portable Radio for Communications (pro-rated share)				\$ 407.36		\$ 1,313.93
60625	9/25/2008	Xerox Corporation	\$ 28.54	Office Supplies	\$ 28.54					\$ 28.54
60939	10/23/2008	Xerox Corporation	\$ 30.04	Office Supplies	\$ 30.04					\$ 30.04
61205	11/13/2008	Xerox Corporation	\$ 32.56	Office Supplies	\$ 32.56					\$ 32.56
70312	2/5/2009	Xerox Corporation	\$ 28.19	Office Supplies	\$ 28.19					\$ 28.19
70979	4/8/2009	Xerox Corporation	\$ 63.05	Office Supplies	\$ 63.05					\$ 63.05
71526	5/13/2009	Xerox Corporation	\$ 29.39	Office Supplies	\$ 29.39					\$ 29.39
71696	6/17/2009	Xerox Corporation	\$ 45.96	Office Supplies	\$ 45.96					\$ 45.96
72021	7/22/2009	Xerox Corporation	\$ 33.93	Office Supplies	\$ 33.93					\$ 33.93
72598	9/3/2009	Xerox Corporation	\$ 55.56	Office Supplies (Missing back up)	\$ 55.56					\$ 55.56
73062	10/22/2009	Xerox Corporation	\$ 14.95	Office Supplies	\$ 14.95					\$ 14.95
73211	11/5/2009	Xerox Corporation	\$ 43.33	Office Supplies	\$ 43.33					\$ 43.33
73498	12/10/2009	Xerox Corporation	\$ 0.34	Office Supplies	\$ 0.34					\$ 2,077.34



Report to the City Council
Council Meeting of June 27, 2017

Agenda Section: New Business

Subject: Consideration of Recommendation to Select HRV Hotel Partners As Preferred Developer of Adams Street Property, Direct City Manager to Prepare an Exclusive Negotiation Agreement with HRV Hotel Partners, and Direct City Manager to Pursue Negotiations of Teen Center Component of HRV Proposal

CEQA Status: Not a CEQA project

**Prepared By: Michael G. Biddle, Partner, Burke Williams & Sorensen
Robert Gamble, Managing Director, PFM Financial Advisors
Michael Oliver, President, Municipal Resource Group**

Approved By: Larry Pennell, Interim City Manager

RECOMMENDATION

It is recommended that the City Council confirm the selection of HRV Hotel Partners ("HRV") as the preferred developer of the Adams Street property and direct the City Manager to prepare and negotiate an Exclusive Negotiation Agreement with HRV to be presented for the City Council's review and consideration at a subsequent meeting.

The Review Committee unanimously found the low density HRV proposal and its attendant setbacks, minimal square footage, varying heights and protection of view corridors exhibited thoughtful respect for the neighborhood and adjoining properties thereby minimizing impacts from development; invites the community to utilize portions of the site and the uses thereon; creates a permanent home for a local non-profit community art organization (Nimbus Arts) within the development; generates significant one-time (sales price and impact fees) and on-going (transient occupancy tax) revenues for the City; and includes an experienced and financially capable development team to bring their vision to fruition. Further, in an effort to meet the intent of the 2009 Adams Street Property Visioning Design Portfolio (the "2009 Visioning Portfolio"), HRV has indicated a willingness to explore the creation of affordable housing and a new home for City Hall at the nearby Teen Center site on Fulton Lane. The Review Committee recommends that the City Council provide direction to staff to explore this aspect of the proposal further.

BACKGROUND

On October 17, 2015, the City Council reviewed a conceptual Request for Proposal (RFP) requesting proposals from interested development entities for the approximately 5.6 acre City owned Adams Street property (APN 009-150-006) and directed staff to issue the RFP.

On November 24, 2015, the City Council directed staff to designate the land use for the Adams Street property as Central Business as a component of the General Plan update process. On May 10, 2016, after a pause in the RFP issuance process, the City Council reiterated their support for issuance of the RFPs, and directed staff to proceed.

In August of 2016, three (3) proposals were received by City staff in response to the RFP requesting development proposals for the City owned Adams Street property. Proposals were received from HRV, Bald Mountain LLC and Alcion Ventures ("Bald Mountain"), and HMS Development Partners, LLC ("HMS")(HRV, Bald Mountain and HMS are collectively referred to herein as the "Respondents"). City staff engaged the assistance of a municipal finance consultant (Robert Gamble), a former City Manager (Michael Oliver) and an attorney (Michael Biddle) familiar and experienced with work on RFPs and development of municipally owned property to review and advise on the selection of a preferred developer. These individuals, supported by the City Manager and Planning & Community Improvement Director, constituted the Review Committee.

In October of 2016, the Respondents were invited to present their proposals to the Community at two different meetings, with the intention to allow a direct presentation of the proposals by each of the Respondents. These meetings occurred on October 10, 2016, hosted by the St. Helena Chamber of Commerce at the Cameo Theater, and on October 22, 2016, hosted by the City of St Helena at the City of St. Helena Fire Department.

Due to changes in management within the City of St. Helena occurring in late 2016 the RFP evaluation process was placed on hold. Thereafter, Interim City Manager Larry Pennell was hired and the decision was made to finalize the review and evaluation of the RFP responses and move forward with a recommendation to the City Council of a preferred developer.

On March 24, 2017, the Interim City Manager advised the Respondents that the City was resuming its process of review and evaluation of their proposals and provided each Respondent the opportunity to clarify or supplement the information provided in their proposal; however, the Respondents were advised that since each of their proposals had been made available to the public the City was not soliciting revised purchase offers. Further, each Respondent was advised that they needed to provide the City's financial consultant, Robert Gamble of PFM Financial Advisors, additional detailed

financial information. Finally, all such information was to be provided to the City by April 24, 2017.

Each of the Respondents did take the opportunity to slightly clarify and/or supplement their proposals. HRV revised their proposal to place the Nimbus Art studios at the gateway to the site in lieu of the hotel lobby which was moved internally; Bald Mountain made a minor revision to their development team; and HMS revised the layout of its hotel along the northerly rear edge of the site. Further, each Respondent complied with the request for more detailed financial information, and review of the information that was submitted raised additional questions. Thus, on April 27, 2017, each Respondent was asked to provide additional financial information. Each of the Respondents provided the requested information on very short notice which was greatly appreciated by the Review Committee.

Thereafter, the Review Committee met on May 3, 2017, to review and discuss the proposals as clarified/supplemented and the analysis of the financial information provided by each Respondent. On May 18, 2017, each of the Respondents were provided an opportunity to make a presentation of their proposal to and answer questions from the Review Committee. The Review Committee discussed and deliberated the merits of each of the proposals at the end of the presentations and then separately again on subsequent conference calls, the last of which occurred on June 8, 2017, resulting in this recommendation.

DISCUSSION

Below is a summary of each Respondent proposal, followed by an analysis of the Review Committee. The proposals are appended to this report at Attachment 1 (Bald Mountain), Attachment 2 (HMS) and Attachment 3 (HRV).

Bald Mountain and Alcion Ventures

Project Proposal

Bald Mountain proposes to develop the Adams Street property with a five-star luxury hotel/spa resort. The development includes 85 hotel rooms, 20 for-sale condominiums, a 100 seat restaurant, 40 seat lobby/lounge, and 10 seat tasting room, a spa/wellness center, proposed relocation and repurposing of the City owner Signorelli Barn as an event center, "The Green" at the corner of Adams Street and Library Lane, and approximately 218 underground parking spaces (127 hotel-valet spaces, 34 residential spaces, 57 spa/wellness center spaces), incorporating approximately 160,000 square footage of development (110,000 s.f. of hotel/resort space and 50,000 s.f. of residential).

Those portions of the development that would be accessible by non-hotel guests (i.e. members of the general public) include “The Green” and the tasting room and restaurant. Further, the spa/wellness center would be available to the public on a paid membership basis. Last, the event center to be located behind the spa/wellness center would also be available for public events.

Estimated Financial Benefits to City

Source of Revenue	Financial Benefit
Purchase Price of Land	\$16,000,000
Five Year Tax Revenue Projection	\$17,148,000
Total	\$33,148,000

Miscellaneous Issues

Bald Mountain would require relief from the City’s growth management control provisions in order to construct the 20 for-sale condominium units. Currently no more than nine (9) residential units can be constructed per year. The growth management control provisions do allow a development to access a “bank” of available unused units from prior years (currently there are approximately 70 units in the “bank”) if they commit to provide 40% of their units at rents/sale prices affordable to low/very low income households. Bald Mountain is not proposing to provide any affordable units and thus it likely would require relief from the City’s growth management control program.

HMS Development Partners

Project Proposal

HMS proposes to develop the Adams Street property with a mix of office, hotel (three/four star), retail and residential. It is the densest of the three proposals. The development includes approximately 45,000 square feet of office space (30,000 s.f. of Class A office space; 15,000 s.f. of city hall/police station), 75 room hotel with spa and workout facilities for guests and the public, 10,000 s.f. event center capable of accommodating 500 guests and available for community group events, approximately 23,000 s.f. of retail space, 70 rental apartments with 20% of the units (14 units) set aside at undefined “below market rents”, and approximately 378 parking spaces (255 underground parking spaces and 123 surface parking spaces), incorporating approximately 200,000 square footage of development.

Estimated Financial Benefits to City

Source of Revenue	Financial Benefit
Purchase Price of Land/	\$17,000,000
Five Year Tax Revenue Projection	\$9,311,000
Total	\$26,311,000

Miscellaneous Issues

The purchase price offered for the Adams Street property is \$10,000,000. However, the developer is also proposing to deed 22,000 square feet of office space to the City for a city hall and police station (est. value of \$6,416,740), and provide \$880,000 as a tenant improvement allowance. Thus the effective offer is approximately \$17,000,000. Note that HMS is also proposing to provide below grade infrastructure along the easterly extension of Adams Street to the northerly extension of Starr Avenue at an estimated cost of \$1,680,000. The developer is not requesting any City subsidy to include the affordable housing component; however, HMS would also require relief from the City's growth management control provisions in order to construct the 70 apartment units. HMS is proposing that 20% of their units would be "below market rate" units, which would not entitle them to use of the units in the "bank". Additionally, it appears HMS would require relief from the City's limitation on the maximum allowable building footprint of 10,000 square feet.

HRV Hotel Partners*Project Proposal*

HRV proposes to develop the Adams Street property with a luxury hotel/spa resort and space for Nimbus Arts, a local non-profit community art organization. The development, which is the least dense of all proposals, includes 113 hotel rooms, approximately 5,500 square feet of space within a cluster of 5 buildings for Nimbus Arts, approximately 8,000 square feet of meeting space, two restaurants (100 seat main restaurant and 65 seat food and beverage), a spa/fitness center, three swimming pools, two event lawns, and approximately 120-130 underground parking spaces, incorporating approximately 105,500 square footage of development.

Those portions of the development that would be accessible by non-hotel guests (i.e. members of the general public) include the meeting space (available for community events), 100 seat main restaurant, spa/fitness center, two event lawns, as well as any community events sponsored by Nimbus Arts. Further, in an effort to meet the intent of the 2009 Visioning Portfolio, HRV has indicated a willingness to explore the creation of affordable housing and a new home for City Hall at the nearby Teen Center site on Fulton Lane.

Estimated Financial Benefits to City

Source of Revenue	Financial Benefit
Purchase Price of Land	\$20,000,000
Five Year Tax Revenue Projection	\$17,744,000
Total	\$37,744,000

Miscellaneous Issues

The purchase price offered for the Adams Street property is \$20,000,000. HRV is also proposing to acquire the Teen Center property for \$2,000,000 which is not reflected in the values above. HRV proposes to split the Teen Center property into two parcels, deed one to the City for a new city hall, and deed the other to Our Town St. Helena for affordable housing. This aspect of their proposal was not part of the solicitation set forth in the RFP. Accordingly, if the City Council is not interested in pursuing this part of HRV's proposal, it can certainly be disregarded and set aside. Alternatively, if the City Council is interested in pursuing this component of their proposal, or some variant thereof, further consideration of it can be discussed and negotiated as part of, or separately from, the Adams Street property. Consistent with the recommendation to select HRV as the preferred developer for the Adams Street property, the Review Committee recommends that the City Council provide direction to staff to explore this aspect of the proposal further.

Analysis of Proposals

As set forth in the RFP, the Review Committee considered the project plan proposed by each Respondent, the financial benefits and feasibility of each proposal, the strength and experience of the respective development teams, and the schedule and timing of the project proposals.

The Review Committee believes each Respondent has assembled a team with requisite development strength and experience to carry out their particular proposal and similarly each appreciate the timing involved to process a project through land use entitlements, financing and development in northern California. Further, it must be noted that none of the Respondents have requested any public assistance or financing. Where the Review Committee believes the proposals diverge are a function of the proposed project plan, financial benefits and feasibility.

Proposed Project Plan

The Review Committee was particularly impressed with the HRV proposal, which at approximately 105,000 total square feet is the least dense development concept. HRV was purposeful in its effort to open the front door of the site at the intersection of Library

Lane and Adams Street to the community and locate the restricted elements to the rear. The opportunity for the single story Nimbus Art studios to open up and spill out onto the two nearby event lawns can serve as a compliment to and invite educational collaboration with the adjacent library. Additionally, the meeting rooms, main restaurant and spa also adjoin the main event lawn and thus are oriented in a manner that welcomes and invites the community. Further, design consideration was given to minimize the development foot print and to the height and placement of the buildings in an effort to respect the views of its neighbors, and in particular HRV engaged the Library Board to share its plans and hear their concerns. The four villas along the edge of the library property are single story and oriented to minimize their impact on views. The resulting angular orientation of buildings on the site preserve and frame the views of the mountains to the north, and the northerly edges of the site provide for a seamless transition with the existing vineyards. Similar to the Bald Mountain proposal, the site is extensively landscaped.

The Bald Mountain proposal, at approximately 160,000 total square feet, is nearly 50% larger than the HRV proposal which is reflected primarily in the height of buildings on the site. As one arrives at the site they are greeted by "The Green" at the intersection of Library Lane and Adams Street. Adjacent to The Green is the tasting room and next to it further internal to the site is the 100 seat main restaurant. As you pass The Green heading along Adams Street, a three (3) story structure housing most of the 20 for-sale residential condominiums runs along the majority of the length of the Adams Street frontage, followed by the similarly sized spa and fitness facility, and thus closes off the site to the community from Adams Street. Behind the residences and spa/fitness facility lies the resort amenities and its extensive green space. Along the perimeter of the site lie ten (10) two story stand-alone buildings housing the hotel guest rooms in addition to the meeting room space and (relocated) Signorelli Barn event center. The arrangement of the buildings and their height impair any view corridors through the site and certainly those from within the adjacent library are likely lost.

The HMS proposal, at approximately 200,000 total square feet, is the densest of the proposals as it attempts to "check all the boxes" in the 2009 Visioning Portfolio. Accordingly, it is approximately 25% larger than the Bald Mountain proposal and twice as large as the HRV proposal. As one approaches the site there is a hardscape pedestrian plaza at the intersection of Library Lane and Adams Street. Along Library Lane is a two/three story office building with a ground floor restaurant fronted by 13 surface parking spaces. It is in this building that City Hall and the police department would be located.

Heading along Adams Street is a two story L-shaped building housing approximately 23,000 square feet of ground floor retail with residential apartments above, and fronted with 37 surface parking spaces. Thereafter, upon passing the entry to an internal drive lane and the access ramp to the 255 underground parking garage, the edge of a three story 40,000 square foot apartment building fronted with 10 surface parking spaces runs

along the remaining Adams Street frontage. Behind the apartment building and the adjoining three story 55,000 square foot hotel, and running along the northerly edge of the site bordering the adjacent vineyards, are 38 surface parking spaces.

As one enters the internal drive lane noted above to access the hotel, they are greeted by a water feature forming a round-about and then are able to access 25 additional surface parking spaces in front of the 10,000 square foot Event Center. Finally, in between the office building, L-shaped 2 story retail/apartment building and the surface parking fronting the Event Center, is a hardscape pedestrian plaza with a stage for community events.

As with the Bald Mountain layout, HMS' design effectively blocks any sightlines through the site and impedes the views from within the library. Though the designs provided by each of the Respondents are conceptual in nature, the HMS design is the least developed and refined and thus leaves much to the imagination. Also, there is a relative lack of green space incorporated into the design and overall evokes the feel of an urban "Main Street" mixed use mall.

Of the three proposals the Review Committee found the HRV project design and architecture to be compatible with the City of St. Helena and, as a result of the light development "foot print", will likely have the least impact on the community and the environment. The Bald Mountain proposal design and architecture is likewise compatible with the City of St. Helena, but given its larger development footprint will likely result in greater impacts; further, it lacks the elements of the HRV proposal that invite and engage the community and protect view corridors. The Review Committee found the HMS proposal to be too dense and tries to do too much in a misguided effort to meet every wish laid out in the 2009 Visioning Portfolio. Accordingly, it likewise fails to protect view corridors and will have the greatest amount of impact on the community and the environment.

As noted in the RFP, one of the criteria in the context of the review of the proposed project plan included efforts to implement elements of the 2009 Visioning Portfolio. However, the other criteria include project design and architectural compatibility, as well as potential environmental impact. Further, in the introduction to the 2009 Visioning Portfolio, it provides that it "is ***not*** intended to be a prescriptive master plan for the site.....The overall intent of the plan is to create a strong, attractive and vibrant gathering environment that leverages the property for new development and provides civic and economic benefits for the local community." The Review Committee submits that the proposal from HRV contains the best project plan and best implements the intent of the 2009 Visioning Portfolio.

Financial Benefits¹

As noted from the discussion above, the estimated financial benefits in terms of sales proceeds from the one-time sale of the Adams Street property and projected five year revenues from the proposed projects are \$37,744,000 from HRV, \$33,148,000 from Bald Mountain and \$26,311,000 from HMS. If we set aside the projected proceeds from the one-time sale of the Adams Street property, which are fairly consistent amongst the three Respondents, it is evident that the main distinction amongst the proposals is from the on-going revenues generated by the projects. Both HRV and Bald Mountain estimate five year revenues of approximately \$17,000,000, or \$3,500,000 per year on average, comprised primarily of transient occupancy taxes. HMS is projecting five year revenues of approximately \$9,300,000, or \$1,860,000 per year on average, also comprised primarily of transient occupancy taxes.

Given the financial constraints facing the City over the past several years and going forward, the most significant component of the financial benefits are the potential on-going revenues. Clearly the HRV and Bald Mountain proposals generate the greatest amount of annual revenues year over year for the City. Further, as between HRV and Bald Mountain, HRV is proposing a one-time purchase price for the Adams Street property at \$20,000,000, which is \$4,000,000 more than Bald Mountain's offer of \$16,000,000. Accordingly, the HRV proposal generates the greatest amount of overall revenue to the City.

While the ongoing revenue is the most significant component of the financial benefits to the City, the "one-time" income was also seen as an important component. This one-time revenue could be leveraged by the City to further implement the goals of the 2009 Visioning Plan, address years of deferred maintenance on civic infrastructure and/or construct a new City Hall and Police Station. This stabilization of fiscal infrastructure could provide a strong foundation which would allow the City to provide improved and enhanced civic services, which the on-going revenue generation could then build on and perpetuate.

Feasibility

Each of the proposals will face challenges constructing their proposed project considering the limited access to the site as there is but one way in and out. Nevertheless the site can be developed and each of the Respondents has the construction experience necessary to devise means to minimize disruption to the project and the neighborhood.

¹ Each of the Respondents projected certain one-time impact fees that would be paid to the City as a potential benefit. However, impact fees are payments to cities to offset the proportional impact of the project on certain public facilities. Thus, payment of impact fees is not a financial benefit as they merely compensate cities for the burden of development. Further, the actual impact fees paid will be based on actual development approved as opposed to what a Respondent has projected and thus may not be a fair representation of reality. Accordingly, the Review Committee disregarded such projections.

As noted earlier Bald Mountain will face constraints on their desired project as a result of the growth management control provisions. Further, based on the Review Committee's understanding of their financing structure, if Bald Mountain could not gain the necessary relief from the City's growth limits and thus had to roll out the 20 condominium units over a period of years, this would likely exert financial stress on their project.

HMS similarly faces constraints on their desired project as a result of the growth management control provisions. How this would financially impact their proposed project is less clear, but would undoubtedly have an impact. Of additional, but perhaps a greater concern is their proposal to build, and deed to the City, space for a city hall and police station. If the City were to enter into a disposition and development agreement with HMS that provided for the sale of the Adams Street property to HMS for less than fair market value (i.e. their offer of \$10,000,000), on the condition that HMS develops the project as ultimately approved by the City, including construction of space for city hall and a police station that is to be deeded to the City upon completion, this will trigger the need for payment of prevailing wages thereon. Labor Code §1720(a) defines "public works" as "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds". Labor Code §1720(b)(3) defines "paid for in whole or in part out of public funds" to include the transfer of an asset for less than fair market value. Thus the project would be considered a "public works" and obligated to pay prevailing wages thereon. The City cannot contract away its responsibility to pay prevailing wages for public work projects and by commingling public facilities into the overall private project runs the risk that not only will prevailing wages be required on the "public" component of the project, but on the remaining balance of the project as well.

The HRV proposal does not face any such constraints as outlined above. If, however, the City Council directs staff to pursue the concept of housing on the Teen Center site, the impact of the growth management control provisions would need to be kept in mind as that negotiation unfolds. Clearly, if the Council direction was to pursue low/very low income households in at least 40% of the units, then the project could conceivably access the 70 units in the "bank".

Process to Move Forward with Preferred Developer

Entitlement Process

The three proposals under consideration will be required to comply with the City's entitlement process involving City staff, Planning Commission and City Council review, coupled with extensive public input throughout the processing. The process described below is an abbreviated version of the process.

Agreements between the City and selected Developer

Once the City Council selects a Preferred Developer, the City Manager and staff will prepare and negotiate an Exclusive Negotiation Agreement (ENA). The ENA will be brought back to the City Council at a subsequent meeting for its approval. It is anticipated that the ENA will have a 12 month term during which the Preferred Developer will be required to process the required land use entitlements for the Project and negotiate the terms of the sale and development of the site. Given the variability in timing to process the required land use entitlements, the term of the ENA may be extended. At the end of the term of the ENA the expectation is that the Preferred Developer will have completed the entitlements process for the project and the City and Developer reached an agreement on price, terms, and other appropriate conditions for the sale and development. The terms will be contained in a Disposition and Development Agreement (DDA).

Entitlements Process

Presently the Adams Street property is designated Central Business and Agriculture in the City of St. Helena General Plan (1993) and is bisected by the Urban Limit line on an east-west axis. The Adams Street property is appropriately zoned Central Business and A-20 to coincide with its General Plan land use designation. However, as noted earlier, the City has initiated a change to the General Plan, and by implication the zoning, to designate the entire Adams Street property as Central Business and revise the Urban Limit line to bring the site within the Urban Limit boundary. Each of the proposals will require the approval of these revisions to the General Plan and zoning in order to proceed.

During the term of the ENA, separate and apart from the required General Plan and Zoning amendments currently being considered by the City, the Preferred Developer will be required to obtain the necessary entitlements for their proposed project. For a project of this magnitude the process will likely involve the following:

Development and submittal of detailed project plans addressing the project's architectural, traffic, infrastructure, land use impacts and other required details.

The project will undergo an Initial Study in accordance with the California Environmental Quality Act (CEQA), and if certain impact thresholds are met, a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR) will be required. The MND or EIR will cover all aspects of the proposed project's potentially significant impacts as identified in the initial study. If an MND is prepared, then it will specify the manner in which the identified impacts can be mitigated to a "less than significant impact". If notwithstanding changes in the proposed project or implementation of mitigation measures, one or more impact remains potentially significant, then an EIR will be prepared.

The City's planning process will require the Project to be reviewed by the City's Planning Commission and the City Council. During the Entitlement Process it is likely

that numerous workshops and public hearings before the Planning Commission and City Council will be conducted.

FISCAL IMPACT

The fiscal impacts described for the projects are estimates based on numbers provided by the developers with some adjustments to reconcile differences in assumptions. The in-kind value attributable to the deeded office space in the HMS proposal is based on the value provided by HMS.

Risk to the City is reduced in all cases because none of the three developers has requested public financing and, with the exception of HMS, none expect to generate additional operational costs for the City. HMS' proposal includes the construction and dedication of space for city hall and the police department which will add to the operational costs of the city, but presumably offset by the reduction of costs of operation at the existing city hall. However, HMS proposes to provide the City up to 6,000 square feet of excess office space that the City could then lease out to community non-profits. While theoretically the City could cover its costs in those lease arrangements, the experience of the Review Committee is that cities are not businesses and thus often do not operate like fiscally prudent, profit minded landlords, and invariably end up forgiving monthly rent and covering the operational costs of community non-profits. Remaining financial risks include the possibility of inadvertently subsidizing the project by selling the land below market value, and thereby triggering the requirement for payment of prevailing wages across the entire project.

Positive fiscal impacts depend primarily on:

- Sale price of the land: There is a \$4,000,000 difference between the highest preliminary offer and the lowest. Subject to the terms of any agreement, these are funds the City will receive at the close of escrow and are not subject to the actual performance of the project over time.
- Transient Occupancy Taxes (TOT): TOT revenues are 12% of gross hotel revenues. They form the majority of tax revenues (77-91% depending on the project) generated by each project as proposed and are consequently the primary driver of any differences in tax revenue between the projects. Nevertheless, note that TOT revenues are dependent on actual performance of the hotels and could therefore vary significantly from projections. They should be considered less certain than land sale proceeds.

RECOMMENDED ACTION

The Review Committee recommends the City Council:

1. Select HRV Hotel Partners as the Preferred Developer of the Adams Street property.
2. Direct the City Manager to prepare and negotiate an Exclusive Negotiation Agreement with HRV to be presented for the City Council's review and consideration at a subsequent meeting.
3. Direct City staff to pursue Teen Center component of HRV proposal.

ATTACHMENTS

1. Bald Mountain Proposal
2. HMS Proposal
3. HRV Proposal



BALD MOUNTAIN LLC AND ALCION VENTURES
RESPONSE TO ADAMS STREET RFP





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1. RESPONDENT DESCRIPTION

Bald Mountain LLC and Alcion Ventures LP are pleased to provide the following background on their firms and how they propose to structure, capitalize, and execute the acquisition and development of a luxury resort on the Adams Street parcel owned by the City of St. Helena.

Bald Mountain and Alcion are long time partners in the resort development business. Bald Mountain and Alcion are developing a Four Seasons resort, winery, and residences in Calistoga, across from Solage. See www.napaluxuryliving.com for details of that resort project. The business relationships among the principals of Bald Mountain and Alcion dates back to the 1990s when the founders of Alcion were principals at AEW, one of the premier real estate private equity investment advisers, based in Boston. Partners Martin Zieff and Mark Potter founded Alcion Ventures in 2005. In 2008, Eugene DeFavero joined as Partner. Kristopher Galletta, who joined the firm in 2005, was promoted to Partner in 2013. Alcion currently manages approximately \$1 billion of equity committed to three opportunistic real estate investment funds. Alcion's funds are managed on behalf of a diversified investor base, including major pension funds, endowments and foundations, family offices, funds of funds, and high net worth individuals. Alcion invests in and develops a wide range of real estate asset classes, with particular expertise and depth in the luxury resort and residential sector. Alcion developed the new flagship Four Seasons Hotel in Toronto, which opened in 2014, and is currently developing the Four Seasons Private Residences in Los Angeles, California.

Bald Mountain LLC is a boutique resort development firm headquartered in Aspen, Colorado. Principals David Parker and Kelly Foster and the Bald Mountain team manage a select number of high-end resort projects. Bald Mountain developed the Hyatt Grand Aspen in downtown Aspen, the Rosewood San Miguel de Allende in central Mexico, and led the successful turnaround of Chileno Bay, a 1,200 acre golf and ocean club community in Los Cabos, Mexico. Bald Mountain and Alcion have two active projects presently: the Four Seasons project in Calistoga, and the One Aspen project in downtown Aspen, which consists of fourteen luxury townhomes at the base of Aspen Mountain, as well as on-site and off-site affordable housing units.

Mr. Foster is active in the St. Helena community, and is an active member of the Board of Directors of the Boys & Girls Club of St. Helena & Calistoga. Mr. Foster was name co-Citizen of the Year in Calistoga in 2012, alongside accomplished winemaker Thomas Rivers Brown, who leads winery and vineyard operations at the Four Seasons project in Calistoga.

The partners' Four Seasons project in Calistoga is managed by Mr. Victor Cortes, an industry veteran who built and opened the Rosewood San Miguel, oversaw the initial years of Chileno Bay turnaround, and has been leading the Four Seasons project in Calistoga since 2013. Mr. Cortes and his architect wife Jennifer reside in St Helena with their son. They are active in the St. Helena community, particularly in youth sports. Mr. Cortes is a member of the board of Calistoga Affordable Housing.

Bald Mountain was founded in 2000 by David Parker. Mr. Parker was a Vice President at Hines, the largest privately held development company in the world. Hines is an international development firm headquartered in Houston, with six regional offices (Atlanta, Aspen, Chicago, Houston, New York, San Francisco) as well as offices in 11 foreign countries. In addition to large commercial projects, Mr. Parker's responsibilities involved Hines resort projects and included acquisitions, entitlements, planning, development, construction, marketing, and operations.

If selected to acquire and develop the City's Adams Street property, Alcion and Bald Mountain will form a joint venture, as they have on all previous resort projects, dedicated to the successful development of a luxury resort on Adams Street. All equity will be contributed by Alcion and Bald Mountain, with Alcion being the majority investor. We are confident in our demonstrated ability to fully capitalize, design, build, and operate a world class luxury resort on Adams Street, and that City staff and City Council will quickly become confident as well.

Bald Mountain and Alcion are committed to the communities of upper Napa Valley, and in particular to the causes which serve many of the families residing and working in the valley, most notably the Boys & Girls Club of St. Helena and Calistoga, and the UpValley Family Center.

Bald Mountain LLC is unique among resort development firms with respect to affordable housing. Bald Mountain principals have developed 214 affordable housing units through the course of their projects. An overview of Bald Mountain's affordable housing track record, including a few examples of the affordable housing communities designed and built by Bald Mountain are listed in Appendix B. Bald Mountain is keenly interested in expanding the affordable housing inventory in St. Helena in partnership with the City of St. Helena. Together we believe the hotel tax revenue generated by our execution of a luxury resort on Adams Street will enable decades of meaningful affordable housing projects in small infill opportunities throughout St. Helena.

There are no conflicts with any Bald Mountain or Alcion partners or employees which would preclude the team's ability to execute timely a world class resort development on Adams Street.

2. PROJECT DESCRIPTION AND BENEFITS

In light of the current economic and fiscal reality of the City of St. Helena, Bald Mountain Development LLC (“BMD”), is excited to put forth this proposal for the development of the entirety of the Adams Street parcel as a mixed-use luxury resort, which would enable the City to initiate a path to optimal fiscal health.

BMD is an established Napa Valley organization that has spent the last several years meeting with business leaders, stakeholders and citizens. As a result, BMD has developed a strong understanding of the needs of the community, the character defining elements of local design and the status of the City of St. Helena’s finances. In response, BMD is proposing a project which will benefit the community and significantly improve the long term financial sustainability of the City. The project consists of a mixed-use luxury resort hotel which would serve as a “Financial Engine” for the City, providing the single largest amount of transient occupancy taxes, property taxes, sales taxes, and impact fees. In addition, it would provide a significant increase in related recurring revenues to the City’s general fund, the affordable housing fund and the water & wastewater enterprises.

The lifetime value proposed by this project will enable the City to fund many capital improvement projects, including \$16M in projects identified by city staff in their report to the Ad-Hoc Revenue Task-Force on August 4, 2016 over the next five years. The project would also allow the City to fund affordable housing projects, including those identified as priorities by Our Town St. Helena and including the shovel-ready “Turley Flats” project on Pope Street. The project will also support all City departments, which have been underfunded for several years. Lastly, the project will provide a funding source allowing the City to rebuild city hall, city parks and aging infrastructure.

With over three million visitors to St. Helena each year and with only approximately 280 rooms in the city limits, this proposed project will fulfill a largely underserved demand. At the same time, this project will pay homage to the City’s standing as an international tourist destination surrounded by a historical rural agricultural preserve. A place where many of the best wines in the world are handcrafted in the vineyards and surrounding wineries, where olives, prunes, apples, figs, walnuts were grown, pressed and bottled or packaged by families from all over the world including Italy, Germany, Spain, Croatia, China and Russia. And where, for over a century travelers seeking respite from the urban life of the San Francisco Bay Area and beyond, have found a place that is so much more than a tourist destination – a true thriving community full of life, vibrancy and spirit so many interesting, accomplished, industrious and cultured people call home.

Adams Street Resort Development Opportunity City of St. Helena Benefits Summary

Period	Total City Benefit	Land Proceeds	Impact Fees & Bldg Permits	(1) TOT to City 12.0%	(2) RE Tax to City 0.05%	(3) Sales Tax to City 0.88%
Pre-Opening	\$24,059,826	\$16,000,000	\$8,029,600		\$30,226	
2021	\$2,193,019			\$2,000,778	\$68,952	\$123,289
2022	\$2,763,819			\$2,553,242	\$69,642	\$140,935
2023	\$3,409,673			\$3,182,131	\$70,338	\$157,203
2024	\$3,807,434			\$3,568,938	\$71,042	\$167,454
2025	\$3,977,584			\$3,732,403	\$71,752	\$173,429
2026	\$4,105,037			\$3,853,709	\$72,470	\$178,858
2027	\$4,226,553			\$3,969,321	\$73,194	\$184,038
2028	\$4,351,698			\$4,088,400	\$73,926	\$189,372
2029	\$4,395,215			\$4,129,284	\$74,665	\$191,265
2030	\$4,439,167			\$4,170,577	\$75,412	\$193,178
2031	\$4,483,559			\$4,212,283	\$76,166	\$195,110
2032	\$4,528,394			\$4,254,406	\$76,928	\$197,061
2033	\$4,573,678			\$4,296,950	\$77,697	\$199,031
2034	\$4,619,415			\$4,339,919	\$78,474	\$201,022
2035	\$4,665,609			\$4,383,318	\$79,259	\$203,032
2036	\$4,712,265			\$4,427,152	\$80,052	\$205,062
2037	\$4,759,388			\$4,471,423	\$80,852	\$207,113
2038	\$4,806,982			\$4,516,137	\$81,661	\$209,184
2039	\$4,855,052			\$4,561,299	\$82,477	\$211,276
2040	\$4,903,602			\$4,606,912	\$83,302	\$213,389
Totals	\$108,636,971	\$16,000,000	\$8,029,600	\$79,318,584	\$1,548,488	\$3,740,300
Annual average	\$4,526,540.47			\$3,965,929	\$75,913	\$187,015

Notes

(1) Transient occupancy tax paid to City; 12% of gross hotel rooms revenue.

(2) Real estate taxes paid to City; includes the following St. Helena specific levies:

SH Fire Station 1996 Bond 0.002%

SHUSD 1997 Series 2015 RF 05A BD 0.024%

SHUSD Election 2012 Bond 0.020%

Total SH tax rate 0.046% <-- applied to assessed value

(3) City gets 11% of 8% overall sales tax. Excludes proposed 0.005% increase on November ballot.

3. DEVELOPMENT SUMMARY

The project has been thoughtfully designed as a mixed-use resort. The scope, scale and aesthetics of the project were carefully crafted to ensure a seamless integration into the community and to minimize that any potential infrastructure or environmental impacts.

In addition to guest rooms and for-sale condominiums the project proposes the following amenities:

- A small restaurant/bar with patio seating
- A tasting room envisioned to accommodate Appellation St. Helena member wineries on a rotating basis.
- A spa/wellness center which will be open to the public for membership.
- Relocate and repurpose the historic Signorelli Barn for use as an event center.
- Extensive water efficient landscaping including a formal 'Green' at the corner of Library Lane and Adams Street.

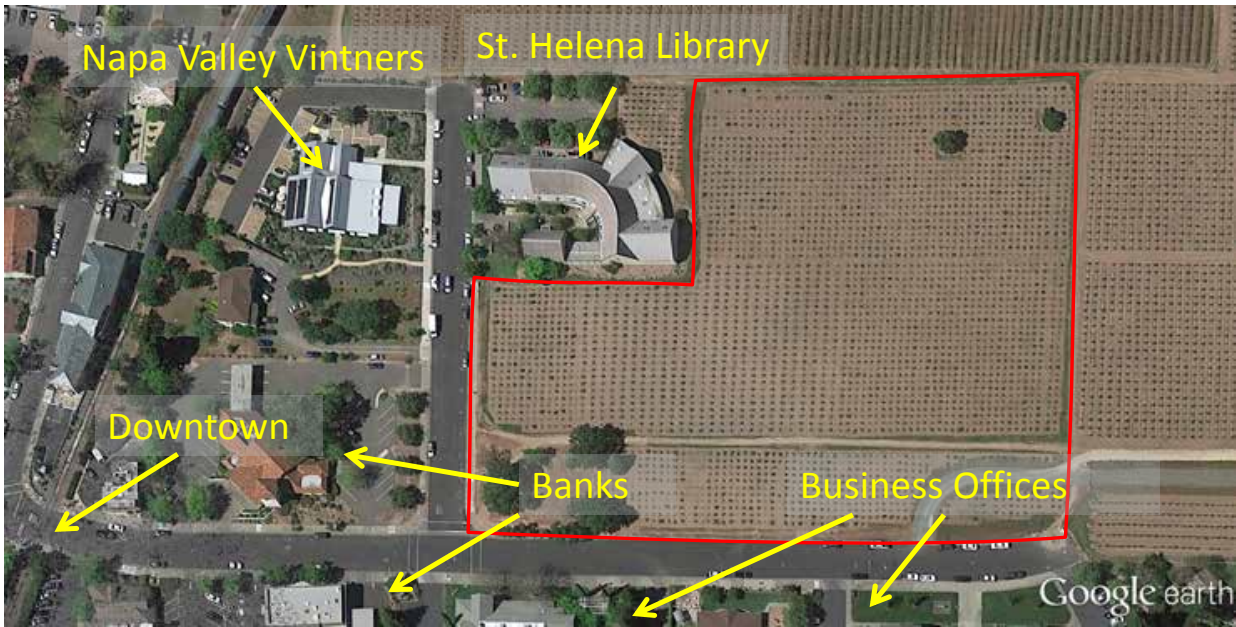
This mixed-use resort will be operated by a five-star luxury flag, and will include eighty-five guest rooms and twenty for-sale condominium residences. The resort will house a boutique wine tasting room – one that could be made available to the City of St. Helena for special events at a minimal cost (which could be comprised of Appellation St. Helena member wineries on a rotating basis). It will also include a proposed adaptive re-purpose and relocated reuse of the city-owned and dilapidated Signorelli Barn as a banquet and event space, a small on-site restaurant, bar and pool; and a full-service spa, fitness and wellness center that will be open to the local citizens of St. Helena for membership.

The Adams Street Hotel will house an important segment of the visiting population just two blocks from Main Street but with a relatively light footprint – well within walking distance to more than 20 restaurants and 50 retail stores in the Central Business District of downtown St. Helena. The project will not require additional roads or streets, and will not add additional surface parking. It will also have the maximum dollar of tax revenue generated (per-gallon-of-water consumed by guests) of any hospitality use in the entire city due to the target average daily rate of the hotel.

Beyond the fiscal benefits of The Adams Street Hotel, the project will also weave together the visitor and local population within the City limits without adding traffic and related impacts to any of St. Helena's private and quiet residential neighborhoods (on both the East and West sides of Highway 29). It will also pave the way to saving the beloved St. Helena Public Library and Barney's Backyard historic vineyard and the views of Mount St. Helena to the north from the library's main reading room.

Guests will park in the Hotel's underground parking garage and be able to leave their car there for the duration of their visit. They can walk, cycle or use resort-provided, alternative low-emissions vehicles to visit more than 15 of St. Helena's oldest and most historic wineries, as well as relatively new wineries including, Anomaly, Beringer, Charles Krug, Chase Family Cellars, Clif Family, Crocker & Starr, David Fulton, J. Davies, Long Meadow Ranch, Louis Martini, Merryvale, Prager, Salvestrin, Spottswoode, and Sutter Home, among others.

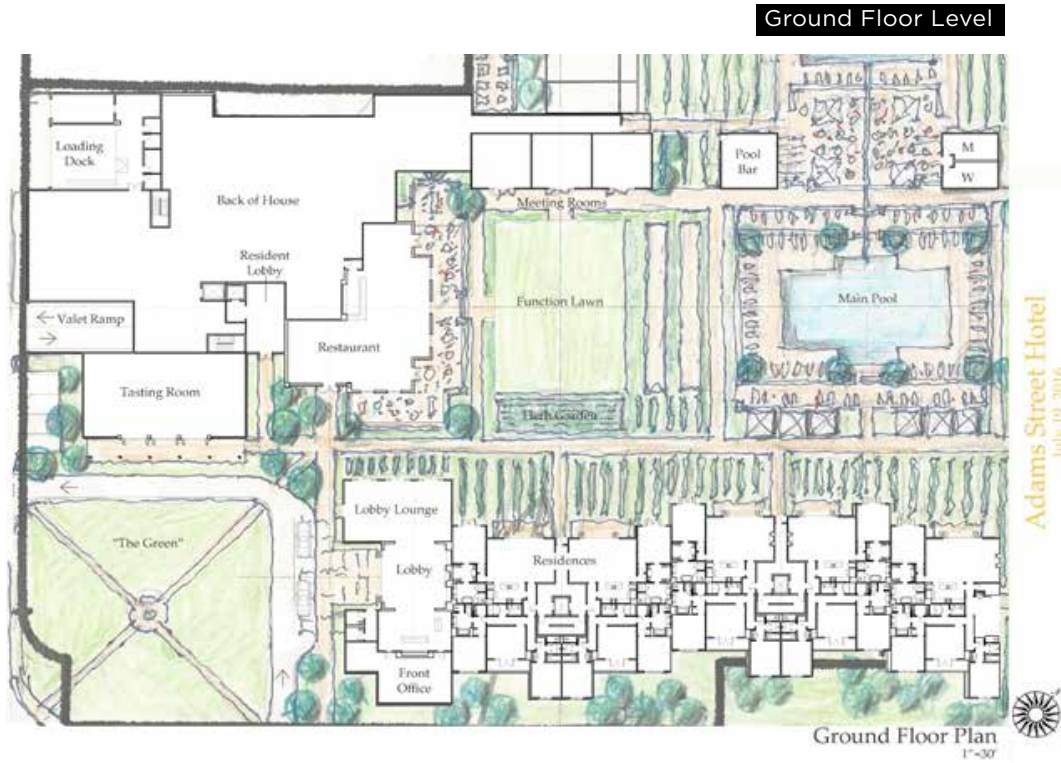
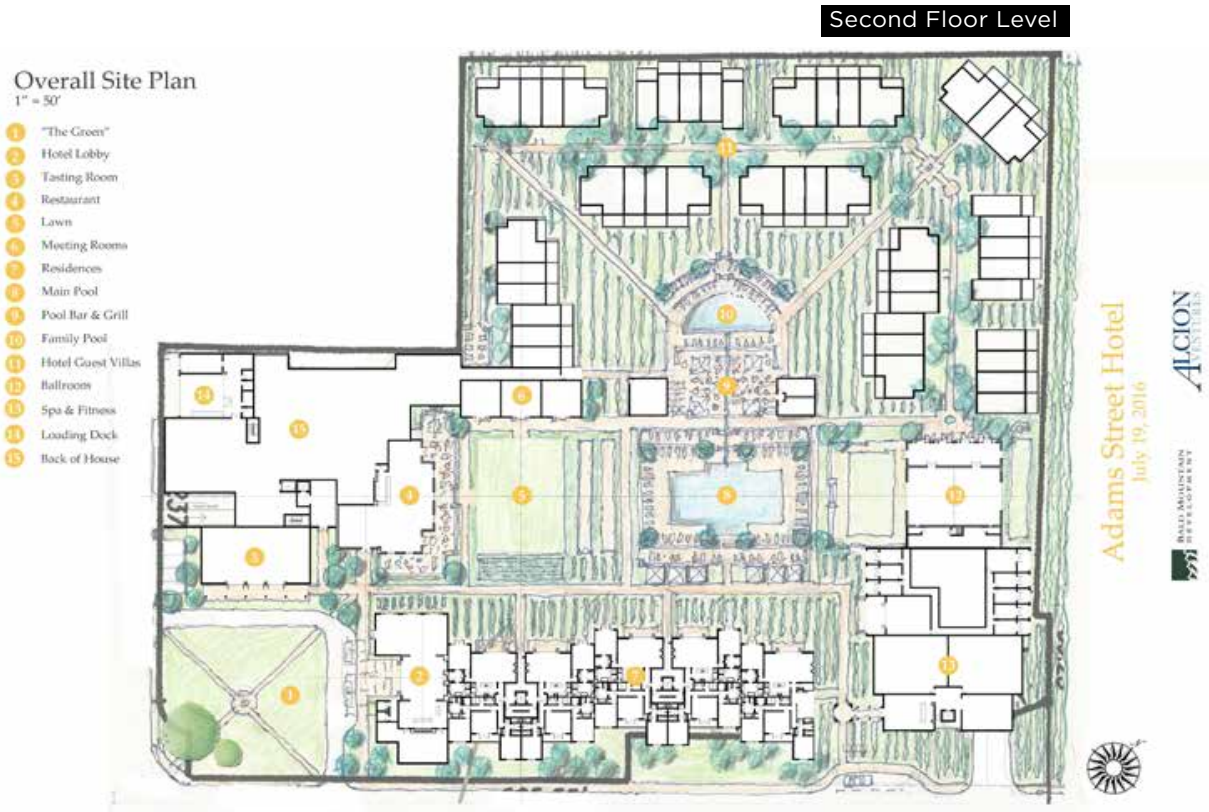
Further, this project would be designed to the latest LEED Silver or potentially Gold standards, incorporating sustainable practices such as, but not limited to: energy star appliances, ultra-low flow faucets and fixtures, green building materials, photovoltaic energy sources, limiting surface asphalt and concrete, and by encouraging the use of alternative means of transportation to and from the hotel as well as on the resort campus.



4. SITE PLAN AND ARCHITECTURAL DESIGN

The proposed project would consist of a cluster of approximately twenty-five buildings combined into a campus, fitting within the character of adjacent and complimentary uses. Similar to the Napa Valley Vintners Building, located on nearby street Library Lane, the guest room buildings would have a farm-style barn architecture. This timeless style resembles many of the new homes in St. Helena, which blend beautifully with the historic vernacular of barns and farm houses throughout the Napa Valley (particularly a number of those found on nearby Fulton Lane, Pratt Ave and Madrona Ave). These cottages would look and feel similar in height and weight to single family detached homes – with board and batten siding, a mixture of standing seam, corrugated and composition shingle roofs and building finishes and materials.







A key highlight of the design, are the proposed low profile rooflines of the guest rooms. The current view from the north (sans project) is of tall office buildings along Adams Street. The guest rooms at the north and east of the project will be an improvement of this view, and will concurrently be partially obstructed by the neighboring vineyards, landscaping and screening proposed by the resort to improve the visual impacts to the neighbors.

The more impactful and public facing portions of the project will be located at the nexus of Adams Street and Library Lane. Visitors will be welcomed by a stunning front-entrance courtyard, which naturally transitions from pedestrian-friendly Adams Street. Vehicle traffic will seamlessly enter and exit through two subsurface parking garages at the intersection of this space, while maintaining the pedestrian walkways.



11.

BALD MOUNTAIN + ALCION | April, 24, 2017



This courtyard and the surrounding buildings will do homage to what has been adjacent to the site for generations, maintaining the historical and cultural ambiance best exemplified by the old Jackse Barn remodel of the Napa Valley Vintners, the St. Helena Public Library and the Robert Louis Stevenson Silverado Museum. The more utilitarian Spa and back-of-house buildings bear resemblance to the commercial building found at 899 Adams.

The proposed resort-hotel will feature buildings complimenting all of these important structures and will breathe new life into a property, which for many years has been relatively neglected since the decision was made to no longer replant the missing vines of the head-trained Old Vine Zinfandel field.

To honor and commemorate the field of vines that has been on the site, BMD proposes to dedicate a portion of the Hotel's lobby and/or Tasting Room to a visual history of the field, of the families that have farmed the area (including the Fulton, Del Porto and Cooke families) and to offer historical exhibits that document the tradition of farming that has existed on the site. Further, wines made from the cuttings of this vineyard – which have been taken and replanted in more ideal growing environments all over the Napa Valley and California by renowned vintner Larry Turley – will be offered for tastings and for sale on the resort property.

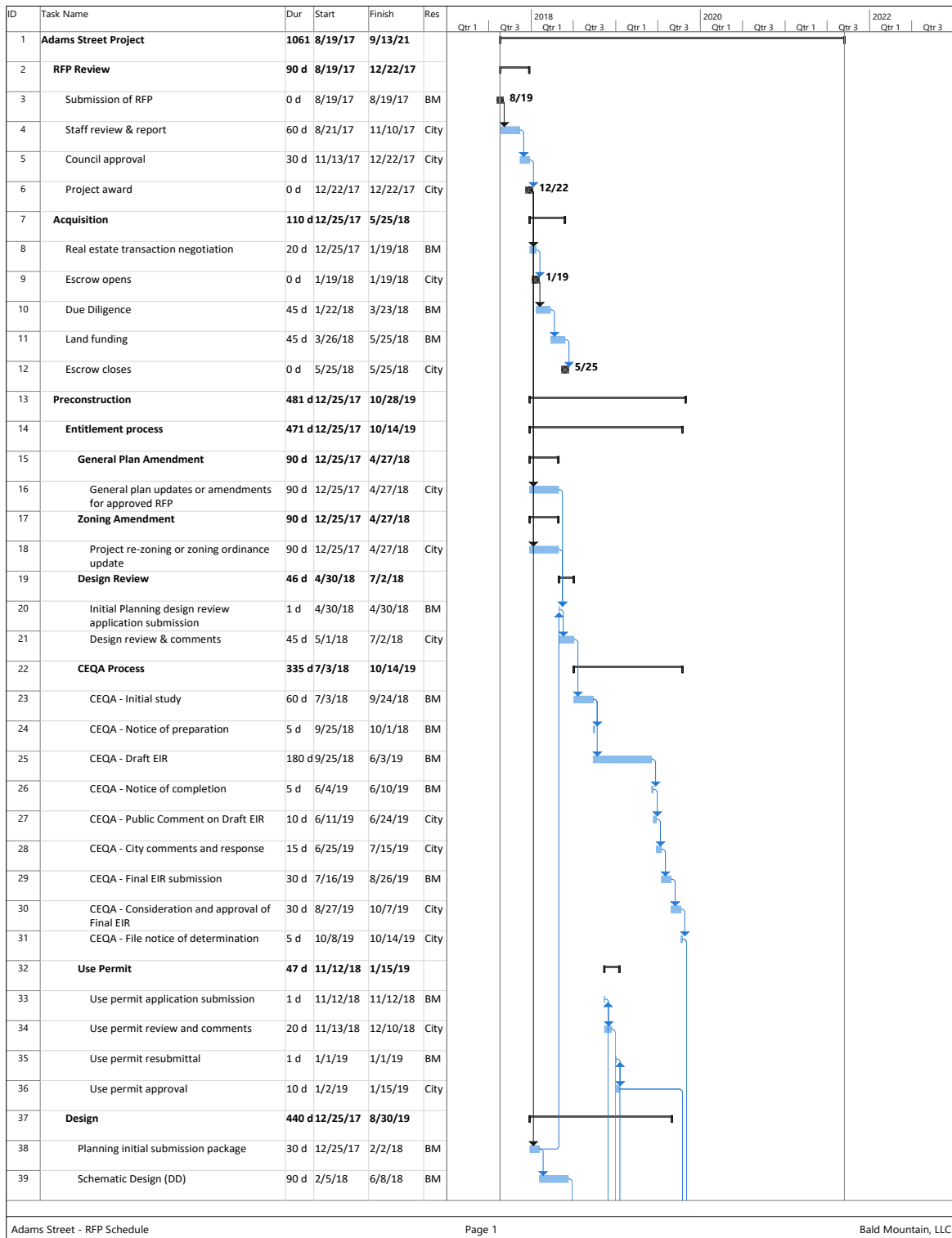
Entitlement Process

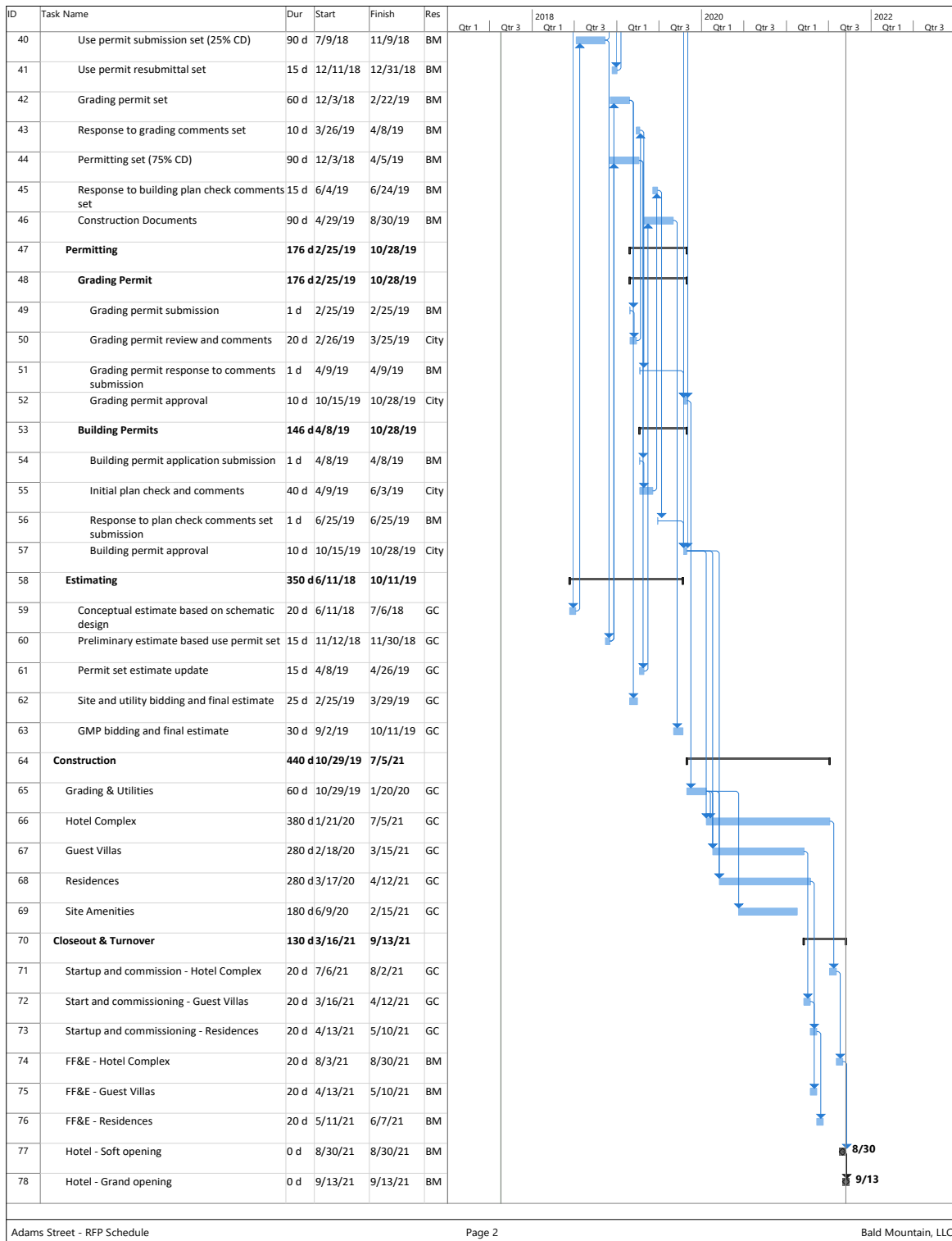
BMD understands that the project will require a number of planning entitlements and environmental review. The following is a list of planning applications required for this project:

- Development Agreement
- General Plan Amendment (if the general plan designation is not revised via the General Plan update process).
- Rezoning
- Planned Development Overlay
- Use Permit
- Design Review

BMD does not propose to extend any streets or add additional offsite infrastructure beyond what will be required for the proposed development. BMD will work with the City of St. Helena in good faith through the CEQA process to determine if any additional offsite improvements are deemed required in order to complete this project.

5. DEVELOPMENT TIMEFRAME





6. PROJECT PROFORMA FINANCIALS

Adams Street Resort Development Opportunity

Project Annual Cash Flows	10yr Total	2017	2018	2019
CASH SOURCES				
Residential Revenue (Branded Condos)	85,000,000	0	0	0
Hotel Operational Revenue	62,599,850	0	0	0
General Store Operations	879,079	0	0	0
Memberships Revenue	7,157,500	0	0	0
Sale of Hotel, Net	0	0	0	0
Cost of Sales (commissions, branding fee)	(5,100,000)	0	0	0
Commissions	(1,700,000) 2.0%	0	0	0
Closing Costs	(850,000) 1.0%	0	0	0
Hotel Branding Fee	(2,550,000) 3.0%	0	0	0
NET REVENUES	150,536,429	0	0	0
Equity Contributions	37,640,272	22,525,053	7,130,708	4,344,239
Development Loan Advances	164,000,000	0	0	74,149,682
TOTAL CASH SOURCES	352,176,701	22,525,053	7,130,708	78,493,920
CASH USES				
Land Acquisition & Closing Costs	16,400,000	16,400,000	0	0
Hard Costs	122,321,250	0	0	54,823,000
Construction Costs	106,890,000	0	0	48,680,500
Hotel FF&E & Pre-Opening Expense	15,431,250	0	0	6,142,500
Soft Costs	45,483,680	5,825,053	7,130,708	17,745,423
Design Costs (incl. CA)	7,354,542	3,147,850	3,177,942	409,500
Entitlements & City Impact/Tap Fees	8,633,437	751,875	759,062	7,122,500
Indirect Costs (Permits, Insurance, Taxes)	2,779,209	206,075	732,833	1,192,678
Development, G&A	10,831,808	1,368,972	2,070,507	2,090,964
HOA Dues Subsidy & Working Capital	207,333	0	0	0
Legal Fees	656,733	62,875	63,476	64,103
Marketing	1,797,396	0	0	894,323
Contingency	13,223,222	287,406	326,889	5,971,355
DEVELOPMENT COSTS	184,204,930	22,225,053	7,130,708	72,568,423
Financing Costs	61,013,280	0	0	5,925,498
Loan Points & Fees	3,280,000	0	0	3,280,000
Loan Interest	57,733,280	0	0	2,645,498
FINANCING COSTS	61,013,280	0	0	5,925,498
TOTAL PROJECT COSTS	245,218,210	22,225,053	7,130,708	78,493,920
Senior Constr Loan (converted to Perm)				
Beginning Balance	0	0	0	0
Loan Advances	164,000,000	0	0	74,149,682
Loan Payoff	(79,900,000)	0	0	0
Ending Loan Balance	84,100,000	0	0	74,149,682
NET CASH FLOWS				
Beginning Cash	0	0	300,000	300,000
Cash Sources				
Revenues	150,536,429	0	0	0
Equity	37,640,272	22,525,053	7,130,708	4,344,239
Loan Draws	164,000,000	0	0	74,149,682
Total Cash Sources	352,176,701	22,525,053	7,130,708	78,493,920
Cash Uses				
Project Costs	(184,204,930)	(22,225,053)	(7,130,708)	(72,568,423)
Financing costs	(61,013,280)	0	0	(5,925,498)
Loan Repayment	(79,900,000)	0	0	0
Equity Distributions	(26,058,491)	0	0	0
Total Cash Uses	(351,176,701)	(22,225,053)	(7,130,708)	(78,493,920)
Ending Cash	1,000,000	300,000	300,000	300,000
Net Cash Flow	(11,581,781)	(22,525,053)	(7,130,708)	(4,344,239)
Cumulative Net Cash Flow	(11,581,781)	(22,525,053)	(29,655,761)	(34,000,000)

2020	2021	2022	2023	2024	2025	2026
0	85,000,000	0	0	0	0	0
0	4,141,000	7,585,000	11,057,000	12,780,000	13,445,000	13,591,850
(75,000)	60,000	112,500	187,500	191,406	197,308	205,365
0	1,005,000	1,206,500	1,218,500	1,230,500	1,242,500	1,254,500
0	0	0	0	0	0	0
0	(5,100,000)	0	0	0	0	0
0	(1,700,000)	0	0	0	0	0
0	(850,000)	0	0	0	0	0
0	(2,550,000)	0	0	0	0	0
(75,000)	85,106,000	8,904,000	12,463,000	14,201,906	14,884,808	15,051,715
2,588,909	1,051,364	0	0	0	0	0
85,463,153	4,387,165	0	0	0	0	0
87,977,062	90,544,529	8,904,000	12,463,000	14,201,906	14,884,808	15,051,715
0	0	0	0	0	0	0
67,498,250	0	0	0	0	0	0
58,209,500	0	0	0	0	0	0
9,288,750	0	0	0	0	0	0
10,911,475	2,304,697	446,944	275,948	278,546	281,144	283,743
619,250	0	0	0	0	0	0
0	0	0	0	0	0	0
455,548	31,262	31,562	31,862	32,162	32,462	32,762
2,111,422	2,131,880	347,187	175,244	176,894	178,544	180,194
138,167	69,167	0	0	0	0	0
64,730	65,357	65,984	66,611	67,239	67,866	68,493
903,073	0	0	0	0	0	0
6,619,285	7,030	2,209	2,230	2,251	2,272	2,293
78,409,725	2,304,697	446,944	275,948	278,546	281,144	283,743
9,567,337	7,639,832	7,380,887	7,494,305	7,587,254	7,664,481	7,753,686
0	0	0	0	0	0	0
9,567,337	7,639,832	7,380,887	7,494,305	7,587,254	7,664,481	7,753,686
9,567,337	7,639,832	7,380,887	7,494,305	7,587,254	7,664,481	7,753,686
87,977,062	9,944,529	7,827,831	7,770,253	7,865,800	7,945,625	8,037,428
74,149,682	159,612,835	84,100,000	84,100,000	84,100,000	84,100,000	84,100,000
85,463,153	4,387,165	0	0	0	0	0
0	(79,900,000)	0	0	0	0	0
159,612,835	84,100,000	84,100,000	84,100,000	84,100,000	84,100,000	84,100,000
300,000	300,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
(75,000)	85,106,000	8,904,000	12,463,000	14,201,906	14,884,808	15,051,715
2,588,909	1,051,364	0	0	0	0	0
85,463,153	4,387,165	0	0	0	0	0
87,977,062	90,544,529	8,904,000	12,463,000	14,201,906	14,884,808	15,051,715
(78,409,725)	(2,304,697)	(446,944)	(275,948)	(278,546)	(281,144)	(283,743)
(9,567,337)	(7,639,832)	(7,380,887)	(7,494,305)	(7,587,254)	(7,664,481)	(7,753,686)
0	(79,900,000)	0	0	0	0	0
0	0	(1,076,169)	(4,692,747)	(6,336,106)	(6,939,183)	(7,014,286)
(87,977,062)	(89,844,529)	(8,904,000)	(12,463,000)	(14,201,906)	(14,884,808)	(15,051,715)
300,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
(2,588,909)	(1,051,364)	1,076,169	4,692,747	6,336,106	6,939,183	7,014,286
(36,588,909)	(37,640,272)	(36,564,103)	(31,871,356)	(25,535,250)	(18,596,068)	(11,581,781)

7. TEAM MEMBER QUALIFICATIONS

Bald Mountain LLC

Bald Mountain LLC is a boutique resort development firm based in Aspen, Colorado and Napa Valley, California. Principals David Parker and Kelly Foster have developed several luxury resort properties through the US and Mexico, including the Hyatt Grand Aspen in downtown Aspen, and the Rosewood San Miguel de Allende in central Mexico. In early 2012, Bald Mountain became the developer of the Chileno Bay Resort in Los Cabos, Mexico, and is exploring other wine country destination resort projects. Bald Mountain led the acquisition and entitlement of the Calistoga Resort project, and manages day-to-day design and construction of the Resort. Bald Mountain was founded by David Parker following his successful career at Hines Interests, culminating in a leadership role managing Hines' resort division. Prior to joining Bald Mountain ten years ago, Mr. Foster enjoyed a twenty year career in Silicon Valley, initially as a software developer, followed by a decade in sales, contributing to several IPO's and public acquisitions. Mr. Parker and Mr. Foster are graduates of Stanford University, where they met in 1977.

Alcion Ventures

Based in Boston, Alcion Ventures, Limited Partnership is a real estate private equity firm that seeks to create value through the repositioning, redevelopment or development of real estate assets. Alcion utilizes a thesis-driven opportunistic real estate investment strategy and focuses on select North American markets. Alcion currently manages approximately \$1 billion of equity committed to three opportunistic real estate investment funds. Alcion's funds are managed on behalf of a diversified investor base, including major pension funds, endowments and foundations, family offices, funds of funds, and high net worth individuals. Alcion was the capital partner in the development of the flagship Four Seasons Hotel Toronto which opened in October 2012. Alcion is also the capital partner in the development of the Four Seasons Private Residences in Los Angeles.

John C. Hill A.I.A., LEED AP

Kara C. Hanson A.I.A.

John C. Hill is an independent Architectural consultant providing hospitality consulting services. With over 35 years of Hospitality design experience, he has specialized in the design and programming of sophisticated urban hotels, world-class destination resorts, conference and meeting facilities and state-of-the-art recreational amenities. After employment with Edward Durrell Stone and Welton Becket & Associates, Mr. Hill co-founded Hill Glazier Architects in San Francisco California in 1980. In 2007, the firm merged with HKS Architects to become HKS-Hill Glazier Studio. In 2012, Mr. Hill retired from HKS, but continues to provide architectural consulting services. Over the course of his career, his projects have achieved national and international recognition for unique and creative solutions carefully planned to respect both local architectural traditions and natural site features. He has completed numerous

hospitality projects throughout the United States, Central America, Europe, and the Middle East. Mr. Hill's clients include many of the world's leading Hotel Developers and Operators such as Four Seasons, Ritz Carlton, Montage, Rosewood, St. Regis, Hyatt, Westin, Marriott and other Boutique Marques. Many of his projects are consistently listed as category leaders in international travel publications and three of his projects have been awarded the ULI Award of excellence. Mr. Hill has been a guest speaker at the Urban Land Institute and Cornell University. He co-authored or contributed to several books on Hospitality design including Building Types Basics for Hospitality Design (New York, 2001), Hotel Design, Planning and Development (New York, 2001) and Time Saver Standards for Building Types – Hospitality Chapters (New York, 2001).

Erin Martin Design

Erin Martin. Balance of art, engineering, aesthetics & personality. Martin girls and boys. Capture the rhythm & energy of space. Creating lifestyle. A life surrounded by fundamentals of design. Experienced not learned. Formulas of thought. World journeys. Elements of design in their truest form: architecture symbolic of culture & motifs representative of time. One of a kind pieces. Designed and created from the ground up. Home. Consistent & classic, yet absolutely unique.

EDG

Headquartered in Hamilton Landing with offices in Dallas and Singapore, EDG has developed dynamic design solutions in the restaurant and hospitality industry for over 25 years. With expertise in branding, strategy and design excellence, EDG presents authentic stories with the power to transform spaces while creating value for owners and operators. EDG is currently engaged with independent hotels, resorts, and destination restaurants both locally and internationally.

Lynn Curry

Lynn Curry, CMC®, has been a Spa Consultant since 1997. Prior to her current position as Principal of Curry Spa Consulting LLC, founded in 2011, she was the Senior Vice President at Natural Resources Spa Consulting, Inc., working with the company for 14 years. Lynn is a Certified Management Consultant™ (CMC®) with the Institute of Management Consultants. A CMC® is awarded by IMC USA, which is an ISO/IEC 17024 Certifying Body. Providing financial feasibility, design development, creative concept, and pre-opening consulting services to dozens of upscale and luxury resort and hotel spas is Lynn's predominant focus. In addition to designing and developing spas, Lynn provides ongoing consulting services to hotel developers, architects, designers, spa owners, casinos, and real estate investment companies that request her financial and operational expertise on a continuous basis for existing facilities and new development potential. Residential communities, luxury golf communities, community centers, and spa vendor partners (skin care and fitness equipment vendors) needing spa/hospitality industry and sales knowledge have also relied on Lynn's experience and proficiency.

Matthew Heil, Consultant

Matthew P. Heil has worked in non-profit fundraising and development for the past 14 years. Mr. Heil was most recently the Director of Development at the St. Helena Montessori School where he has led the effort to fund, finance and develop approximately 25,000 square feet of new construction on a 20 acre campus on College Ave. Born and raised in St. Helena, Mr. Heil served on the Planning Commission from 2011 to 2015 and was elected Chair from 2012 to 2014. Prior to moving back to St. Helena, he played a key role in a capital campaign and 40,000 sf construction project as Business Manager of The Heights School in Potomac, MD from 2003 to 2008. Matthew graduated cum laude from the University of California, Los Angeles and has done graduate work at the University of Notre Dame and at the University of Granada in Spain where he developed fluency in Castilian Spanish.

Greg Desmond, Consultant

Greg Desmond is a Napa Valley based planning consultant and has practiced as a land use planner for the past 20 years. Mr. Desmond's experience includes over a decade of private sector urban design work focused on hospitality, estate development and pedestrian-focused in-fill development. In addition to private sector work, Mr. Desmond served as a planner for the City of St Helena from 2006 to 2014. During his tenure with the City of St Helena, Mr. Desmond was involved in a number of hospitality projects including the Vineland Station and Las Alcobas resort projects. Mr. Desmond is a graduate of the University of California, Davis with a degree in landscape architecture.

Four Seasons Calistoga Project



Pool Complex at Bald Mountain's + Alcion's Four Seasons Project in Calistoga



Presidential Suite at Bald Mountain's + Alcion's Four Seasons Project in Calistoga



Bald Mountain LLC (“BMD”) is a developer of high-end residential and resort real estate based in Aspen, Colorado. BMD principals have developed high-end residential and hotel projects since BMD’s founding fourteen years ago. Prior to founding BMD, they were involved in large scale residential and commercial projects. BMD’s projects are principally in the Colorado Rocky Mountains, California Wine Country, and several luxury resort destinations in Mexico.



The Hyatt Aspen is a 52 unit condominium project in the heart of Aspen. Situated close by the gondola and adjacent to the heart of the retail district, the project was sold in a residence club configuration which is managed by Hyatt. The Hyatt Aspen has been the top rated property in the Hyatt residence portfolio since the day it opened. The project was so well received that it paid off its construction loan 60 days after opening.

Chileno Bay, Cabo, Mexico

BMD’s third project in Mexico is the recapitalization and restructuring of Chileno Bay. The property features over 2 miles of coastline, 1,200 acres, and a Tom Fazio championship golf course. It is widely regarded as the best resort property in Baja if not all of Pacific Mexico. BMD brought \$25MM of new capital into the project in December 2011, and took over as developer at that time. Since January 2012 BMD has closed on a number of sales, designed and constructed major infrastructure, golf clubhouse, beach club, numerous villas, and recently signed Discovery Land Company to lead sales, marketing and development activity at Chileno Bay, as well as negotiating the construction of a new hotel at Chileno Bay to be operated by Auberge Resorts. <http://www.chilenobayclub.com>



Sunset at Chileno Bay's historic Hotel Cabo San Lucas



Chileno Bay's 2+ miles of coastline on the Sea of Cortez



Chileno Bay's Tom Fazio Golf Course

One Aspen Luxury Townhomes

One Aspen is a 14 unit townhome project at the base of Lift One on Aspen Mountain. The project is fully entitled, financed, and under construction. The first phase of the project, the lower five units, was released to the market in July, 2014 at the highest list prices ever listed for townhomes in Aspen. All five units were under contract within 30 days. The second phase of three additional units was listed in September, 2014. All three have been placed under contract.



Rosewood San Miguel de Allende

In addition to its US-based developments, BMD made a strategic decision in 2005 to focus on five-star lodging and residential opportunities in Mexico. It identified what it believes are the three best markets for affluent and discerning international travelers and buyers in Mexico: (1) The historic colonial town of San Miguel de Allende; (2) Riviera Nayarit just north of Punta Mita and Puerto Vallarta; (3) The Cabo corridor BMD's first Mexican resort project is now a Rosewood hotel and 130 residences in San Miguel de Allende. The hotel opened in February 2011 and within one year the Conde Naste readers voted it the #1 hotel in Mexico.



Sayulita, Mexico

BMD's second Mexican resort project is a boutique hotel and 150 residences on 450 beach-front acres in the popular surfing and artist enclave of Sayulita, just north of Punta Mita and Puerto Vallarta. The land is owned free of debt, the project is designed and has received its major entitlements, and the project is awaiting market recovery before breaking ground.



Sayulita is a quaint artist/surfer colony north of Puerto Vallarta



Sayulita Resort Master Plan designed and entitled by BMD



View from within restaurant at Bald Mountain's + Alcion's Four Seasons Project in Calistoga



Exterior Spa Building at Bald Mountain's + Alcion's Four Seasons Project in Calistoga

JOHN C. HILL A.I.A., LEED AP



Rosewood Sand Hill



The Ritz Carlton, Half Moon Bay



Montage Laguna Beach



Four Seasons Resort Hualālai at Historic Ka'ūpūlehu



KARA HANSON, A.I.A., LEED AP BD+C

WORK EXPERIENCE

HKS Hill Glazier Studio: Palo Alto, CA (2007-Present)

Vice President & Senior Project Designer

Kara leads the programming, conceptual and schematic design of hotel, resort, and branded residential projects. As a senior project designer, she transforms the client's vision and the unique characteristics of each site into landmark projects that provide an incomparable travel experience, while balancing design aesthetics with operational needs and project budget constraints.

Relevant Projects:

Four Seasons Resort and Residences

Calistoga, CA

Senior Designer

84-key resort with vineyards, winery production facilities and tasting room, restaurant, ballroom and meeting facilities, 7,500 SF spa, and 21 branded residences

Four Seasons Tel Aviv

Tel Aviv, Israel

Senior Designer

165-key contemporary urban hotel with 9,000 SM of branded residential overlooking the Mediterranean Sea

Four Seasons at Walt Disney World Resort

Lake Buena Vista, FL

Senior Designer

560,000 SF 445-room luxury hotel within Walt Disney World Resort

The Clement Palo Alto

Palo Alto, CA

Senior Designer

23-suite boutique hotel in downtown Palo Alto

Four Seasons Resort Umbria

Antognolla, Italy

Senior Designer

130 key resort on the 2,300 acre estate of Villa Antognolla. Project includes two restaurants, a wine bar, full service spa and fitness facilities, banquet and meeting rooms, and a golf and tennis club.

tel: 408-440-6276 email: kara.k.hanson@gmail.com



WORK EXPERIENCE, continued

Smith-Miller + Hawkinson Architects: New York, NY (2004-2007)

Architectural Designer

Relevant Projects:

Champlain Land Port of Entry

Champlain, NY

McGraw Hill Construction Best of 2007 Award of Merit

Designer, Project lead for construction administration
172,000 SF land port of entry located at one of the northern border's busiest crossings provides an iconic gateway to the United States while enhancing operational efficiency, public safety and staff security.

Massena Land Port of Entry

Massena, NY

General Services Administration's 2010 Design Award for Architecture

Designer for Main Administration Building and Secondary Inspection Facility

84,000 SF land port of entry integrated within native wetlands. The port of entry strives to present an open and welcoming facade while facilitating the myriad processes involved in commercial and private border traffic and enhancing staff security.

Seiber Design, Inc: Atlanta, GA (2001-2002)

Architectural Intern

EDUCATION

The University of Virginia: Charlottesville, VA

Master of Architecture

May, 2004

Bachelor of Science in Architecture with Honors

Award for Design Excellence

May, 2001

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AUSSIE FARMHOUSE / NAPA VALLEY
BLUE LAGOON HIDEAWAY / MILL VALLEY
CALISTOGA RETREAT / NAPA VALLEY
CASA DE TORTUGA / MILL VALLEY
CHUNK 'O LOVE / PARK CITY
EXECUTIVE SWEET / NAPA VALLEY
FARM HOUSE / NAPA VALLEY
HEDRICK / SANTA BARBARA
HIDEAWAY RESPITE / NAPA VALLEY
HIP TO BE SQUARE / NAPA VALLEY
HUPOMONE / SONOMA
LAKE CHATEAU / NAPA VALLEY
LOOSE LIPS SINK SHIPS / BOLINAS
NORTH BLOCK HOTEL / NAPA VALLEY
PARTY BARN / NAPA VALLEY
SEE WEED / SONOMA
TAHOE HOLD'EM / LAKE TAHOE
THERE'S NO PLACE LIKE HOME / WASHINGTON
TIN ROOF NOT RUSTED / NAPA VALLEY
TRINCHERO HOUSE / NAPA VALLEY
TRINCHERO PRIVATE TASTING / NAPA VALLEY
TRULY GRATEFUL / NAPA VALLEY
TWO OF A KIND / LAKE TAHOE
WATER TOWER HIDEAWAY / NAPA VALLEY
WE LOVE THIS WOMAN / SILICON VALLEY
WOOD / NAPA VALLEY

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33.

WOOD
NAPA VALLEY

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**MARTIN DESIGN
PUBLICATIONS**

HOUSE BEAUTIFUL / SPRING 2015
CALIFORNIA HOME AND DESIGN / SPRING 2015
CALIFORNIA HOME AND DESIGN BLOG / SPRING 2015
TRADITIONAL HOME / WINTER 2014 - 2015
SAN FRANCISCO COTTAGES AND GARDENS / FALL 2014
SF GATE / SPRING 2014
INTERIORS MAGAZINE / WINTER 2014
SF GATE / FALL 2013
C MAGAZINE / SPRING 2013
ARCHITECTURAL DIGEST / SPRING 2013
CALIFORNIA HOME AND DESIGN / SPRING 2013
HOUSE / WINTER 2013
LUXE / WINTER 2013
AMERICAN BEAUTY / WINTER 2013
HOUSE BEAUTIFUL / SUMMER 2012
CALIFORNIA HOME AND DESIGN / SUMMER 2012
ARCHITECTURAL DIGEST / SUMMER 2012
C MAGAZINE / SPRING 2012
ROUGH LUXE DESIGN / 2011
NAPA SONOMA / FALL 2011
CALIFORNIA HOME AND DESIGN / FALL 2011
DECO ESTILO / SUMMER 2011
HOUSE BEAUTIFUL / WINTER 2011
MOUNTAIN LIVING / WINTER 2011
CALIFORNIA HOME AND DESIGN / SPRING 2010
FOOD AND WINE / SPRING 2010
C MAGAZINE / SPRING 2010
HOUSE BEAUTIFUL / SPRING 2010

HOUSE BEAUTIFUL / SPRING 2010
SAN FRANCISCO CHRONICLE / WINTER 2010
SAN FRANCISCO MAGAZINE / WINTER 2010
NEW YORK TIMES / WINTER 2010
HOUSE BEAUTIFUL / WINTER 2010
C MAGAZINE / FALL 2009
ELLE DECOR / FALL 2009
METROPOLITAN HOME / FALL 2009
HOUSE BEAUTIFUL / SUMMER 2009
SAN FRANCISCO 'THE BEST' / SUMMER 2009
METROPOLITAN HOME / SUMMER 2009
SPACE MAGAZINE / SUMMER 2009
SAN FRANCISCO CHRONICLE / SUMMER 2009
WESTERN INTERIORS AND DESIGN / SPRING 2009
METROPOLITAN HOME / WINTER 2009
ELLE DECOR / FALL 2008
WESTERN INTERIORS AND DESIGN / SPRING 2008
CALIFORNIA HOME AND DESIGN / SPRING 2008
HOUSE BEAUTIFUL / SPRING 2007
WESTERN INTERIORS AND DESIGN / SPRING 2007
C MAGAZINE / WINTER 2007
ELLE DECOR / FALL 2006
WESTERN INTERIORS AND DESIGN / SPRING 2006
CALIFORNIA HOME AND DESIGN / SPRING 2006
WESTERN INTERIORS AND DESIGN / SPRING 2006
SAINT HELENA STAR / SUMMER 2005
OPRAH AT HOME / SPRING 2005
HOUSE BEAUTIFUL / FALL 2003



ADAMS STREET RFP RESPONSE



HUPOMONE
SONOMA

37.

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SEE WEED
SONOMA

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LOOSE LIPS SINK SHIPS
BOLINAS



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JENNIFER JOHANSON

AIA, IIDA, LEED® AP
President and CEO

Jennifer Johanson inspires change – her balance of wit, partnership and design talent motivates EDG to think differently, bringing passion and innovation to every facet of our work. With over twenty-one years of experience in the development of award-winning innovative hospitality and restaurant design concepts, Jennifer's leadership extends beyond EDG to impact and drive success for our clients. A licensed Architect and sought-after speaker, Jennifer directs concept development for all of our projects.



PATRICK O'HARE

AIA, IIDA
VP Development, Partner

Patrick O'Hare brings creativity and innovation to his work with high profile restaurateurs and hospitality leaders. Having grown up in the United States, Europe, the Middle East and Australia, Patrick has a unique perspective on culture and a broad view on the relationships between design, people and places. With a Masters Degree in Architecture and a background in journalism and retail positioning, he brings concepts to life.



DAVID BARTH

CFO, Partner

David Barth has over 30 years of experience in Leadership as a CFO with entrepreneurs and creative firms and a high level of business acumen. David provides EDG with a rigorous and accountable approach to our business practices and clear communications with our client teams.



MICHAEL GOODMAN

Senior Director, Singapore

As Director of Restaurant Concepts, former Executive Chef, Michael has opened and led successful hotel restaurant concepts in Asia, the Middle East and in the United States. A native New Yorker, Michael has designed and developed innovative F&B concepts around the world and he currently leads our Singapore office. Michael brings design and food concepts together with passion, innovation and expertise.



FARMSTEAD AT LONG MEADOW RANCH

Farmstead Restaurant is the central feature of Long Meadow Ranch's new, three-acre sustainable wine, food and agricultural center near the southern entrance to St. Helena in Napa Valley. The restaurant space - envisioned as a social hub for locals and valley visitors - revolves around a central open kitchen and an inviting indoor outdoor patio. The massive granite wheels of LMR's olive oil press inspired the selection of rough, granite material for the bar top, while re-used redwood framing from the historic residence at the site provides interior paneling. With a focus on seasonal local produce, the new restaurant features a farm-to-fork philosophy that is showcased by the design.



45.

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FOUR SEASONS CASABLANCA - BLEU

Light and open with flowing sculptural forms and textural contrasts, the Four Seasons Casablanca's new modern French Brasserie, Bleu, offers an approachable, romantic dining experience. Featuring a raw bar, unique grilling stations and open air dining, this signature restaurant invites guests to discover Morocco's vibrant, elegant culinary scene. With Moroccan touches and a relaxed style, Bleu embraces both the energy of the city and the refined elegance of the Four Seasons.



47.

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FOUR SEASONS DOHA - ELEMENTS AND SHISHA TERRACE

Inspired by the four classical elements – earth, air, fire and water – Elements restaurant at Four Seasons Hotel Doha offers an innovative mix of Arabic, Asian, Indian and seafood flavors. Open in early 2016, the restaurant features breakfast and lunch buffets, live cooking stations and an elegant à la carte dining experience. Shisha Terrace provides an authentic Doha experience to residents and travelers alike. EDG designed the re-inspired lounge with a stylish, modern ambiance complemented by beautiful touches of Arabic influences. The premier waterfront location is punctuated by a controlled glass door and rooftop for a seamless indoor/outdoor space.



49.

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ELENA RESTAURANT — FOUR SEASONS BUENOS AIRES

Elena showcases the rich signature blend of Latin American and European influence found only in Buenos Aires. A central kitchen and courtyard inspired restaurant glows with the fire of an open kitchen. A dramatic black and white marble path passes through kitchen and pantry to link the restaurant with Pony Line.



51.

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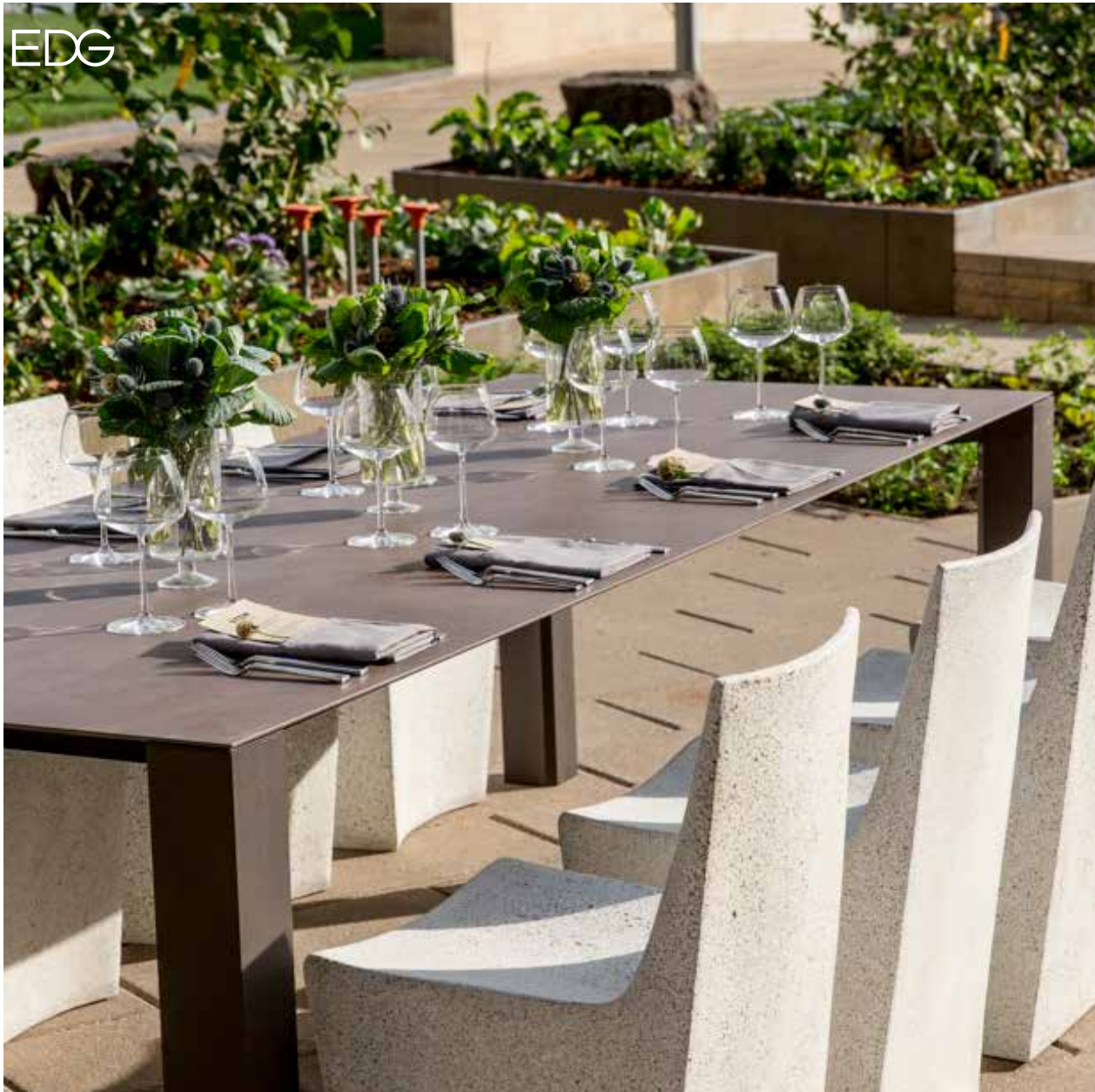


WATERTABLE — HYATT HUNTINGTON BEACH

Watertable showcases spectacular views of the Pacific Ocean and reflects the resort's Andalusian architecture in a thoroughly modern way with custom furniture pieces, hand painted tiles, farmhouse tables and intimate alcoves which adorn the expansive and airy dining space.

The venue transition from day to night to achieve maximal activation of the spaces and successfully meets the wide variety of needs for this significant leisure and group hotel – Locals, Business travelers, Special events, and culinary and wine events conducted by the hotel. A key feature is the Watertable which serves water from a free-flowing contemporary 'well' infused with ever-changing herbs and spices.





STEM GARDEN & KITCHEN

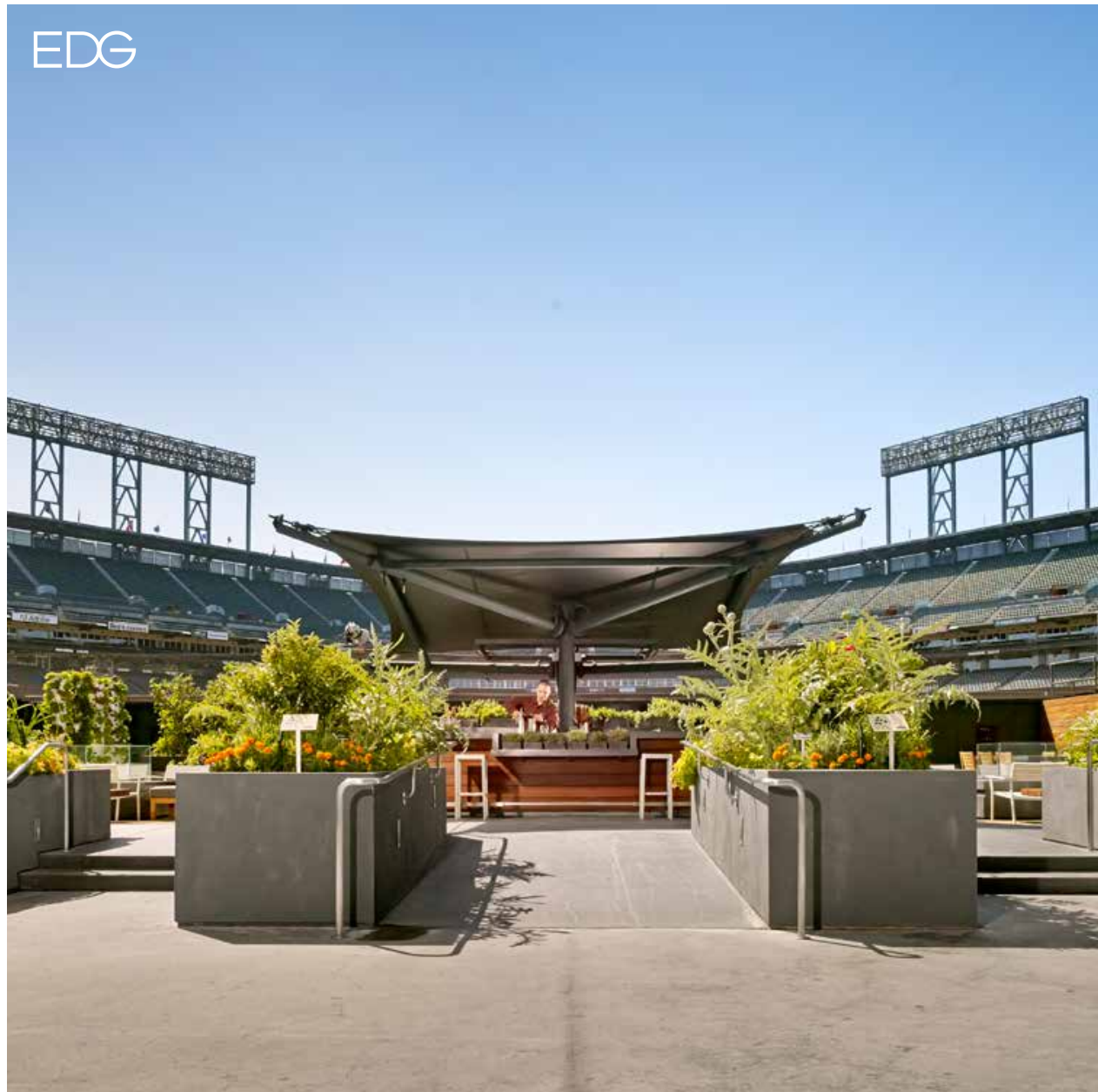
Stem Kitchen and Garden bridges the distinct worlds of tech office and farming. It is situated beyond the main lobby of the glass-and-steel 499 Illinois St in Mission Bay, a six-story building occupied primarily by biotech start-ups. This modern building will now include a vegetable garden, with expansive views of the San Francisco Bay. The design team played with the same set of contrasts, balancing sleek architectural elements and natural features to ground the diner's experience.



55.



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AT&T EDIBLE GARDEN

The Edible Garden at AT&T Park is the first functional garden in a Major League Baseball venue. This project grew out of a desire to create something emblematic for San Francisco at the Giants' home field. An Edible Garden was a natural solution, and combined community outreach with culinary culture in a fun outdoor environment for fans. Located at field level, the garden accommodates aeroponic towers and traditional plant beds, as well as flowers and fruit trees to make the 3,000-sq-ft organic garden more welcoming. All of the vegetables and herbs grown at the garden are used in the food sold at the two food stations and center bar. The garden also provides an educational opportunity for fans and local school children to learn about hydroponic gardening and nutrition.



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 - Professional or Back Bar
 - Property Integration
 - Spa Operator Introductions
- **Business Assessments**
 - Existing Properties
 - Staffing, ROI, Retail, Menus
 - Renovation Potential
 - Competitive Advantage



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Lynn Curry, Principal



Teresa Flyger, Associate

LYNN CURRY, CMC® has been a Spa Consultant since 1997. Lynn is a Certified Management Consultant™ (CMC®) with the Institute of Management Consultants. A CMC® is awarded by IMC USA which is an ISO/IEC 17024 Certifying Body.

Providing financial feasibility, design development, creative concept, and pre-opening consulting services to dozens of upscale and luxury resort, casino and hotel spas is Lynn's predominant focus. In addition to designing and developing spas, Lynn provides ongoing consulting services to hotel developers, architects, designers, spa owners, casinos, and real estate investment companies that request her for financial and operational expertise on a continuous basis for existing facilities and new development potential. Clients needing spa and hospitality industry and sales knowledge, have also relied on Lynn's experience and proficiency.

From the Manager of Tourism Development for The Anaheim Visitor and Convention Bureau, Lynn's career led to Sales with Hyatt Resorts Hawaii as a Group Sales Manager, and then to Grand Wailea Resort and Spa Grande in Maui, where she was intimately involved with the opening of the renowned spa in both Hotel Sales and Spa Management. After her tenure in Hawaii, Lynn was the Spa Director at the Hyatt Regency, Pier 66 in Fort Lauderdale, a resort spa and membership club, during which time she consulted on various projects for the spa's management company.

Lynn is currently an Educator with Gerson Lehrman Councils, currently serves on the Spa Consulting Task Force of the Global Wellness Summit, and in the past has served on several boards including the Sonoma Valley High School Boosters Board of Directors, the Governing Board of Sonoma Charter School, and the Glen Ivy Hot Springs Board. She contributes to industry publications, has been a featured speaker at various industry events, and has held licenses in personal training and aesthetics. She resides in the California Wine Country, enjoys local hikes, and holds a first degree black belt in the martial art of Taekwondo.



Our Team (continued)



TERESA FLYGER has developed award-winning projects with talented, multi-cultural teams around the globe. She continually enjoys working with a team to create unique spaces in stunning locations by combining a sense of passion with an intelligent use of resources.

Offering an innate ability to clearly envision client goals and expectations, Teresa insightfully incorporates these elements into conceptual development packages that are exclusive to each brand, project and environment. With over twelve years of project management experience on high-end resort spa projects in bustling urban cities, remote tropical islands, and desert landscapes, she is fortunate to have a breadth of knowledge that is rewarding to expand and share with others.

Graduating from Andrews University with a Bachelor of Science degree in Media Technology, Teresa focused on photography and graphic design and enjoyed working within Advertising Photography. Thereafter, her interests and professional direction turned to development and project management with a focus on destination wellness facilities. Working with consulting teams such as SPAd (AZ), Clodagh Design (NY), Natural Resources Inc. (NY), and ESPA International (UK), Teresa now is based in San Francisco, CA.

LAURA DECLERCQ is a communications professional with more than 13 years of experience editing, writing, researching, and fact-checking content for business publications, websites, newspapers, magazines, and more. She has been working with Curry Spa Consulting LLC with feasibility study, spa assessment overviews, and creative research. Over the years, Laura has worked both on staff and as a freelance contractor for a wide range of clients, which include a wine country lifestyle magazine, a radio station, food companies, management consulting firms, and nonprofit organizations. Laura has been an avid community volunteer since her college days, and she currently helps local nonprofit organizations with communications and fundraising.

Laura speaks French as a second language, is a voracious reader, and participates in ongoing industry education. In her free time she enjoys spending time outdoors with her family, traveling, and photography.

- CSC Work In Progress:
 - Edgewood Resort, Lake Tahoe, CA
 - Europa Village, CA
 - Four Seasons Napa Valley
 - Four Seasons Punta Mita
 - Historical Building Renovation, Raleigh, NC
 - Luxury Resort Renovation, Nayarit, Mexico
 - Luxury Casino Resorts, CA, FL, MD, TX
 - Pechanga Casino Resort, CA
 - The Ritz-Carlton Reserve, Bermuda
 - The Ritz-Carlton, Paradise Valley
 - River Spirit, Margaritaville, OK
 - Seminole Gaming, Hard Rock Hotels, FL
 - Vintner's Inn, Sonoma County
 - Yellowstone Club, MT
 - CSC Spas Opened:
 - Island Spa Catalina, CA 2014
 - Choctaw Casino Spa, OK 2015
 - Chumash Spa, CA 2016
- Spas Designed by Lynn Curry prior to founding CSC
- **Boutique Spas****
 - Casa Munras, Monterey, CA*
 - Wine and Roses Hotel, Lodi, CA*
 - Meritage, Napa (the Spa in the Wine Cave), CA*
 - Eagle Ridge, Galena, IL*
 - **Casino Spas****
 - Ameristar St. Charles and Black Hawk
 - Blue Chip, IN
 - Gila - Wild Horse Pass, AZ
 - **Four Seasons Spas****
 - Westlake Village, CA
 - Vail, CO
 - **Membership Club Spas****
 - Longboat Key Club, FL
 - Eagle Ridge Country Club, IL
 - **Marriott Spas****
 - Marriott Starr Pass, AZ
 - Marriott Napa Valley (franchise)
 - Renaissance Lodge at Sonoma, Raintance Spa
 - The Ritz-Carlton Bachelor Gulch, CO
 - The Ritz-Carlton Dove Mountain, AZ
 - The Ritz-Carlton Laguna Niguel, CA
 - **Rosewood Spas****
 - Sand Hill, Silicon Valley, CA
 - Mayakoba, Mexico
 - **Starwood Spa****
 - Sheraton Wild Horse Pass Resort, Spa Aji, AZ

Projects by CSC

***Spas project managed by Lynn Curry as Senior VP NRI prior to founding Curry Spa Consulting LLC. References available from all project teams.*





Press Contributions Organizations

Lynn Curry Professional Contributions/Achievements/Designation

2015-present	Spa Consulting Task Force – Global Spa and Wellness Summit
2014	Spa Superhero Designation – Spa Heroes
2014	Hotel Interactive HI Connect Featured Designer Spa Vignette
2013	American Spa Magazine “Favorite Spa Consultant” Runner Up
2013	WBE Certification
2012-2014	SVHS Boosters Board of Directors
2011	Sonoma Charter School Volunteer “6” Award
2010	1st Degree Black Belt Sonoma Taekwondo
2010	Certified Management Consultant (CMC) by IMC
2010	Marsha Walters Contributory Award Sonoma
2009 -2011	Sonoma Charter School Governing Board
2010 -2014	Certification Chair -Spa/Hospitality Chapter IMC
1997-1999	Glen Ivy Hot Springs Board of Directors
1991	Na Wahine O Ke Kai Molokai to Oahu finisher
1993	Hyatt Manager of the Quarter
1984	CSU, Long Beach, BA, Recreation/Leisure Studies

Current Organizations

Boutique Lifestyle Lodging Association (BLLA)
Gerson Lehrman Councils (GLC) – Educator
Green Spa Network (GSN)
International Health Racquet Sports Association (IHRSA)
International Spa Association (ISPA)
International Luxury Hotel Association (ILHA)
Institute of Management Consultants (IMC)
National Aesthetics and Spa Network (NASN)
Network of the Hospitality Industry (NEWH)

Articles by Lynn Curry

2013	Les Nouvelles Esthetiques December Business Issue – <i>Guest Use Calculations</i>
2013	Les Nouvelles Esthetiques <i>May Spa of the Month</i> – ARA Spas at Ameristar Casinos
2013	Les Nouvelles Esthetiques <i>January Spa of the Month</i> – The Spa in the Wine Cave – Meritage Napa
2013	Live Love Spa Blog, Spring Break 2013
2010	Indian Country, <i>How Spas Can Attract Group Business To Your Casino</i>
2009	Indian Country, <i>How the Right Spa Can Push Revenue to the Bottom Line</i>
2009	NEWH Magazine, <i>More Than Meets The Eye</i>
2002	Club Insider, <i>Attracting Hotel Business To Your Club Spa</i>

Quotes and Interviews

2014	Les Nouvelles Esthetiques and Spa
2012	American Spa Magazine, Spa Trade Q&A with Spa Industry Insider
2012	Hotel Interactive, Bradford Creates Memorable Experiences
2012	Spa Equip Spotlight
2010	Pulse, How the Spa Pros Live
2010	Pulse, Look How Far We’ve Come
2009	She Knows
2005	Simon Fraser University Student Project
2004	Advantage Fitness Spotlight
2004	Club Industry
2004	Bacchus Caves
2002	Ritz Carlton Magazine, Earthly Escapes, Winter Edition

Speaking Engagements

2014	Boutique Lodging & Lifestyle Association – Executive Women in Travel Conference – Wellness Panel
2014	National Aesthetic Spa Network – Southern California event speaker
2013	Boutique Lodging & Lifestyle Association – Leadership Conference – Experience Panel
2013	International Congress of Esthetics and Spa - Dallas
2012	National Aesthetic Spa Network - Nashville
2012	SEBRAE Sao Paulo, BRAZIL – Micro Business Development, Manufacturing
2010	Spa Exec – “Social Responsibility” (moderator)
2009	Techno Gym Sales Training–“Understanding Industry for Sales Success”
2008	Spa Exec – “How Vendors Can Be Better Partners to Spas” (panelist)
2003	Hospitality Design - “Case Study Sheraton Wild Horse Pass” – Las Vegas
2003	Luxury Kitchen and Bath - “Spa Resort Trends” – Las Vegas
2002	Spa-Cifically - “Adding a Spa to a Resort Hotel” - Anaheim
2001	Spa-Cifically - “Attracting Meeting Business to Your Spa” (panelist)
1998	Meeting Planners International “Use Your Spa to Get Group Bookings”



WHAT ARE THEY SAYING?

Colgate Holmes , President & Founder, [Sovereign Hotel Group](#)
formerly:

Chairman, [Biltmore Hotel Company](#) and The [Grand Wailea Resort & Spa](#)
Founding Partner, President and COO – [The Ritz-Carlton Hotel Company](#)
President, COO and Director – [Hyatt International Company](#)

"It is a pleasure to provide the very best of references for Lynn Curry. Over a span of 15 years, I have had the opportunity to collaborate with Lynn Curry - initially in direct spa management at the Grand Wailea Resort & Spa in Maui and as later as consultant for a major spa project planned for Steamboat Springs CO.

Lynn is a delight to work with, combining comprehensive professional knowledge and experience with enthusiasm, hard work and positive teamwork with other project consultants and principals. Her work is timely and thorough. Response to enquiries is prompt. Documentation is comprehensive, well-organized and well presented. Lynn's operational background with high-end hotels and resorts enables her to contribute effectively in meetings to overall project issues as well as specifically to the spa."

Mary Taylor, Corporate Director of Operational Projects, [Ameristar Casinos Inc.](#)

"Since Ameristar Casinos had not built or operated a spa at any of its properties prior to building out our all suites AAA Four Diamond hotel and spa in St. Charles, Missouri, and our AAA Four Diamond 536-room hotel and spa in Black Hawk, Colorado, Lynn Curry was a tremendous asset. She prepared a detailed market analysis for each location to help determine what services and how much square footage we would need to be competitive in the area. The market analysis was followed by a detailed program and full set of spa equipment specifications and several meetings with the architect and interior designer as the drawings developed. Lynn also assisted with developing an RFP that was sent to several spa operators to find the right spa management company. Lynn's expertise and flexibility throughout this process from inception to the grand opening was invaluable. We highly recommend her to anyone who needs assistance in any aspect of building or operating a spa."

Philippe Therene, Founder, [SpaEquip, Inc. & SpaCare Group, Inc.](#)

"Working with Lynn Curry over the years has always been very satisfying; not only for us at SpaEquip but especially for the clients we served together. Lynn's professionalism and in-depth knowledge of the Spa Industry makes her the consultant of choice when selecting the right partner for your project. Lynn is very personable, easy to work with and always has her clients' best interest in mind when dealing with vendors, contractors and other parties involved in the project. I highly recommend her."

Victoria Boscarino, Spa Director, [The Meritage Resort Napa](#)

"Lynn Curry is professional, personable, and has an incredible business sense. She is a pleasure to work with, and her dedication and innate gifts, combined with the knowledge she brings into the spa industry, and/or any related business, makes her an asset to anyone looking for guidance and support."



References from individuals at the following companies about listed projects are available:

Anderson Miller

The Ritz -Carlton Laguna Niguel and a Four Seasons Resort in development

Bald Mountain Development

Four Seasons Napa Valley in development

Brayton Hughes Design

The Yellowstone Club, The Four Seasons Resort Vail

CLEO Design

Blue Chip Casino Resort and Spa, IN, Choctaw Casino Resort, OK, and two casino resorts in development

Delawie Architects

Europa Village, Pechanga Casino Resort, Chumash Casino Resort

Erin Martin Design

Four Seasons Napa Valley

Fairmont Hotels & Resorts

Scottsdale Princess

Four Seasons Hotels and Resorts

Vail, Westlake Village, Dubai, Napa Valley, Punta Mita

Hart Howerton

The Four Seasons Napa Valley, Yellowstone Club

HKS/Hill Glazier Studios

The Four Seasons Resort Vail, The Lodge at Sonoma, Montage Laguna, The Ritz-Carlton Dove Mountain, Rosewood Sand Hill

HBA

Edgewood Tahoe in Development, St. Cloud Resort, Ritz-Carlton in development

Pinnacle Entertainment

BlackHawk, CO, St. Charles, MO

Santa Catalina Island Company

Island Spa Catalina, Catalina Island, CA

SB Architects

The Ritz-Carlton Reserve, Caroline Bay, Bermuda

Sovereign Hotel Group, Colgate Holmes

Hyatt Resorts Hawaii, Nanjing Lake Resort, China, Steamboat Springs

Strategic Hotels and Resorts/Blackstone

The Ritz-Carlton Laguna Niguel and various projects in development/assessment

Trilogy Spa Holdings

Projects in development

Wilson Associates

Projects in development

CURRY SPA CONSULTING LLC, PO Box 754, Sonoma, CA 95476

(707)933-0408

www.curryspaconsulting.com

APPENDIX A PROPOSED CONCEPT DESIGN

See submitted 11" x 17" package

and:

https://www.dropbox.com/sh/7a4ts5meci9qy6d/AAAAY_jyGrZAKy5eX-X2ExdHa?dl=0



APPENDIX B

SELECTED AFFORDABLE HOUSING PROJECTS

Bald Mountain principals have developed a number of quality affordable housing communities over the past fifteen years. Highlights include the following communities:

- **Five Trees** – thirty nine single family homes. Average 1400 sq. ft. each.
- **Aspen Highlands Village** – sixty seven units in a variety of configurations, condominiums, duplexes, and single-family homes.
- **Top of Mill project** – completed 2004, four 3 & 4 bedroom townhome units, approx. 1800 sq ft each, avg sale price \$142,000
- **Bavarian Inn** – completed 2005, nineteen 1-4 bedroom units, avg sale price \$168,500
- **Thompson Corner** – sixty single family units in a new urbanist neighborhood configuration.
- **Grand Aspen** – completed 2005, nine 1 bedroom rental units of approx. 800 sf, located on property at the Hyatt Grand Aspen
- **South Aspen Street** – under construction, sixteen 1-4 bedroom units totaling over 13,000 sf ft, avg sale price \$198,000

FIVE TREES

Five Trees – thirty nine single family homes. Average 1400 sq. ft. each



THOMPSON CORNER

Sixty single family units in a new urbanist neighborhood configuration



69.

BALD MOUNTAIN + ALCION | April, 24, 2017

TOP OF MILL PROJECT
Four 3 & 4 bedroom townhome units, approx.



ADAMS STREET RFP RESPONSE

BAVARIAN INN

Nineteen 1-4 bedroom units, in single family and multifamily configurations



71.

BALD MOUNTAIN + ALCION | April, 24, 2017

APPENDIX C COMMUNITY PARTNERS

BMD and Alcion have given of their time and their capital, both personally and professionally to numerous upper Napa Valley non-profits over the past six years. We are particularly proud of the upper Napa Valley community and the Boys & Girls Club of St. Helena & Calistoga for recently exceeding their \$10MM capital campaign goal for the new clubhouse in Calistoga, now under construction. We look forward to many more years of giving our personal time, corporate energy, and philanthropic capital to the community.

BOYS & GIRLS CLUBS ST HELENA & CALISTOGA



New clubhouse now under construction in Calistoga as a result of a \$10MM capital campaign.





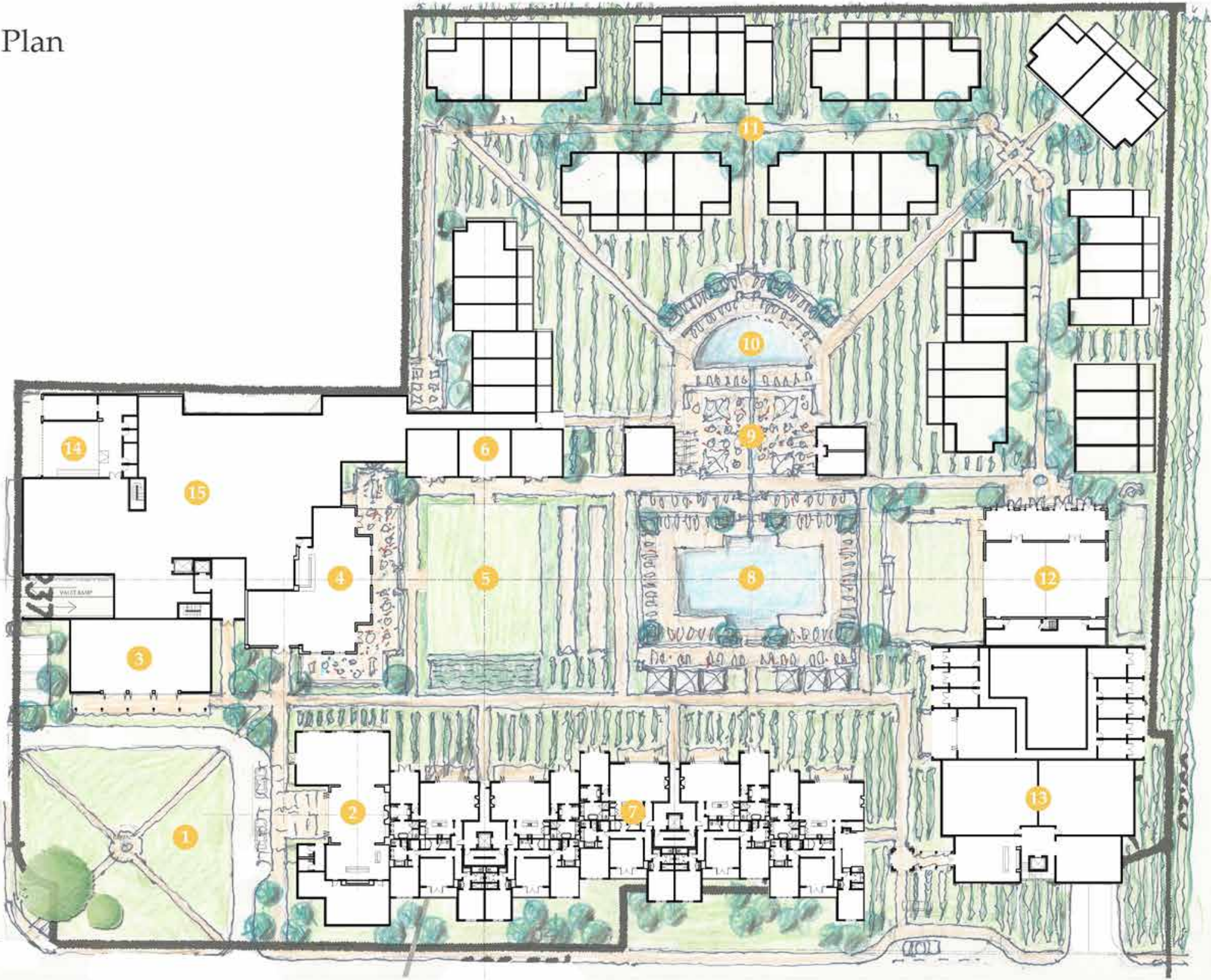
BALD MOUNTAIN LLC AND ALCION VENTURES
PROPOSED CONCEPT DESIGN



Overall Site Plan

1" = 50'

- 1 "The Green"
- 2 Hotel Lobby
- 3 Tasting Room
- 4 Restaurant
- 5 Lawn
- 6 Meeting Rooms
- 7 Residences
- 8 Main Pool
- 9 Pool Bar & Grill
- 10 Family Pool
- 11 Hotel Guest Villas
- 12 Ballroom
- 13 Spa & Fitness
- 14 Loading Dock
- 15 Back of House



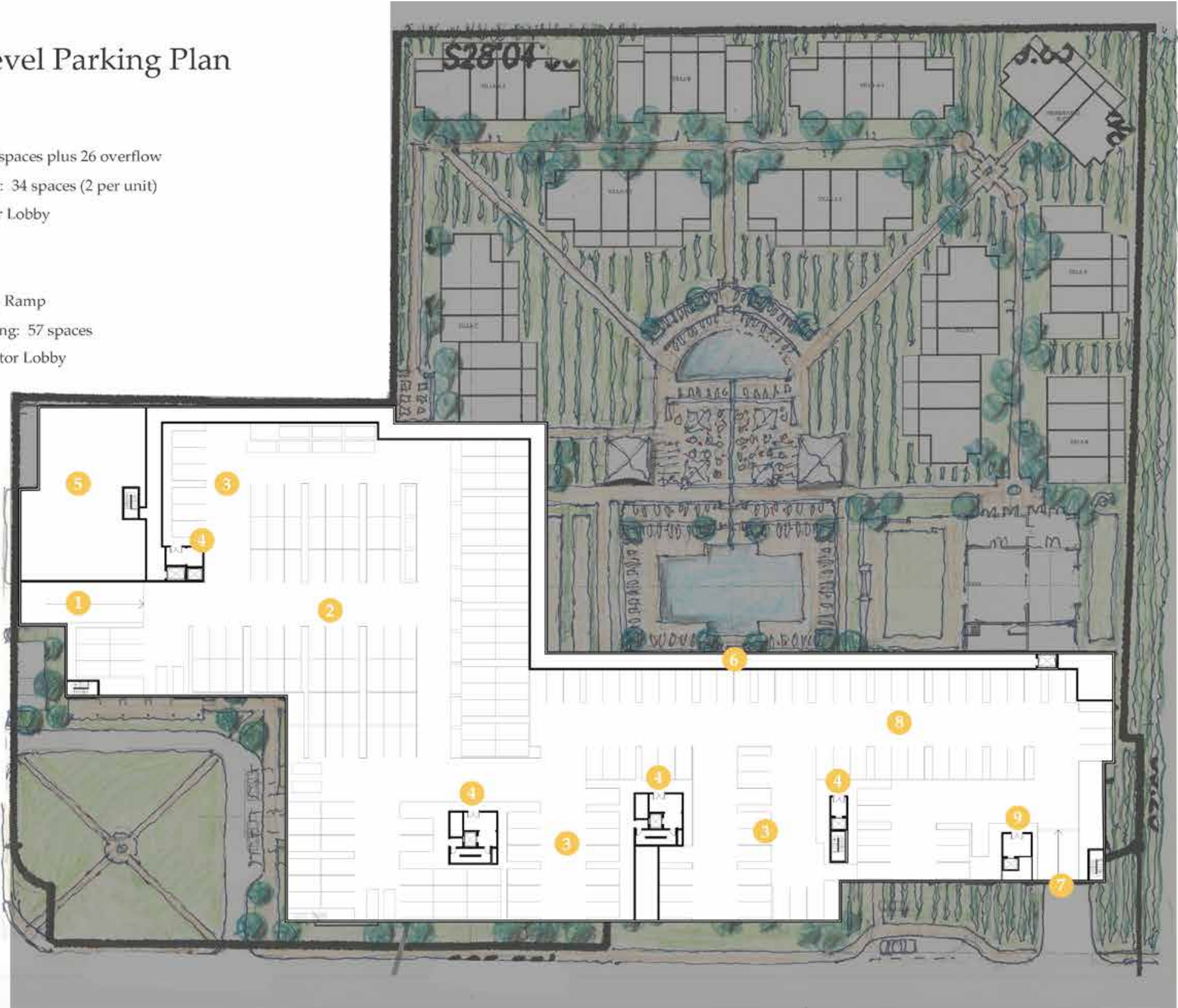
Adams Street Hotel
July 19, 2016



Basement Level Parking Plan

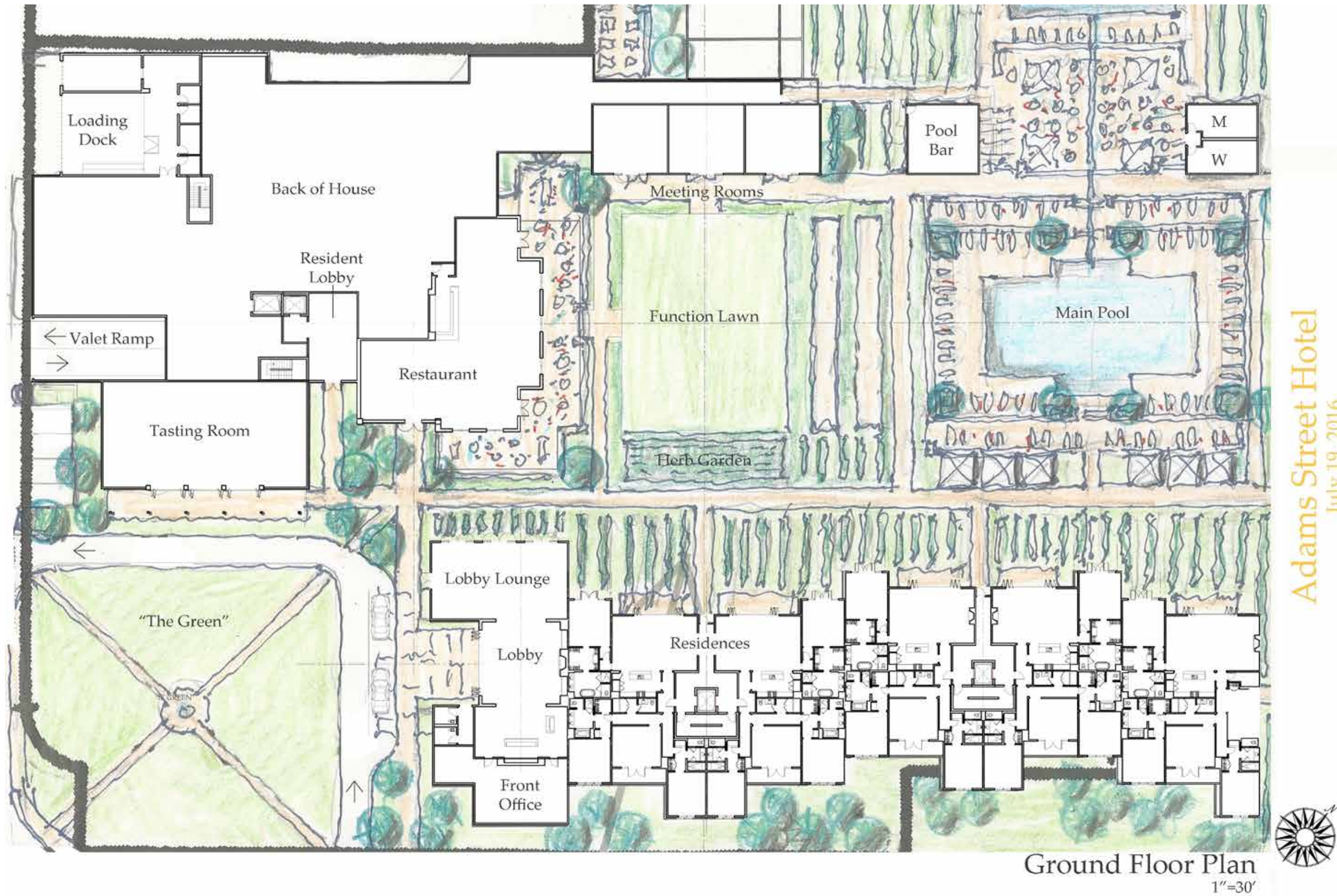
1"=50'

- 1 Valet Ramp
- 2 Valet Parking: 127 spaces plus 26 overflow
- 3 Residential Parking: 34 spaces (2 per unit)
- 4 Residential Elevator Lobby
- 5 Back of House
- 6 Service Corridor
- 7 Spa & Fitness Entry Ramp
- 8 Spa & Fitness Parking: 57 spaces
- 9 Spa & Fitness Elevator Lobby



Adams Street Hotel
July 19, 2016

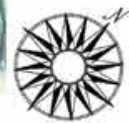


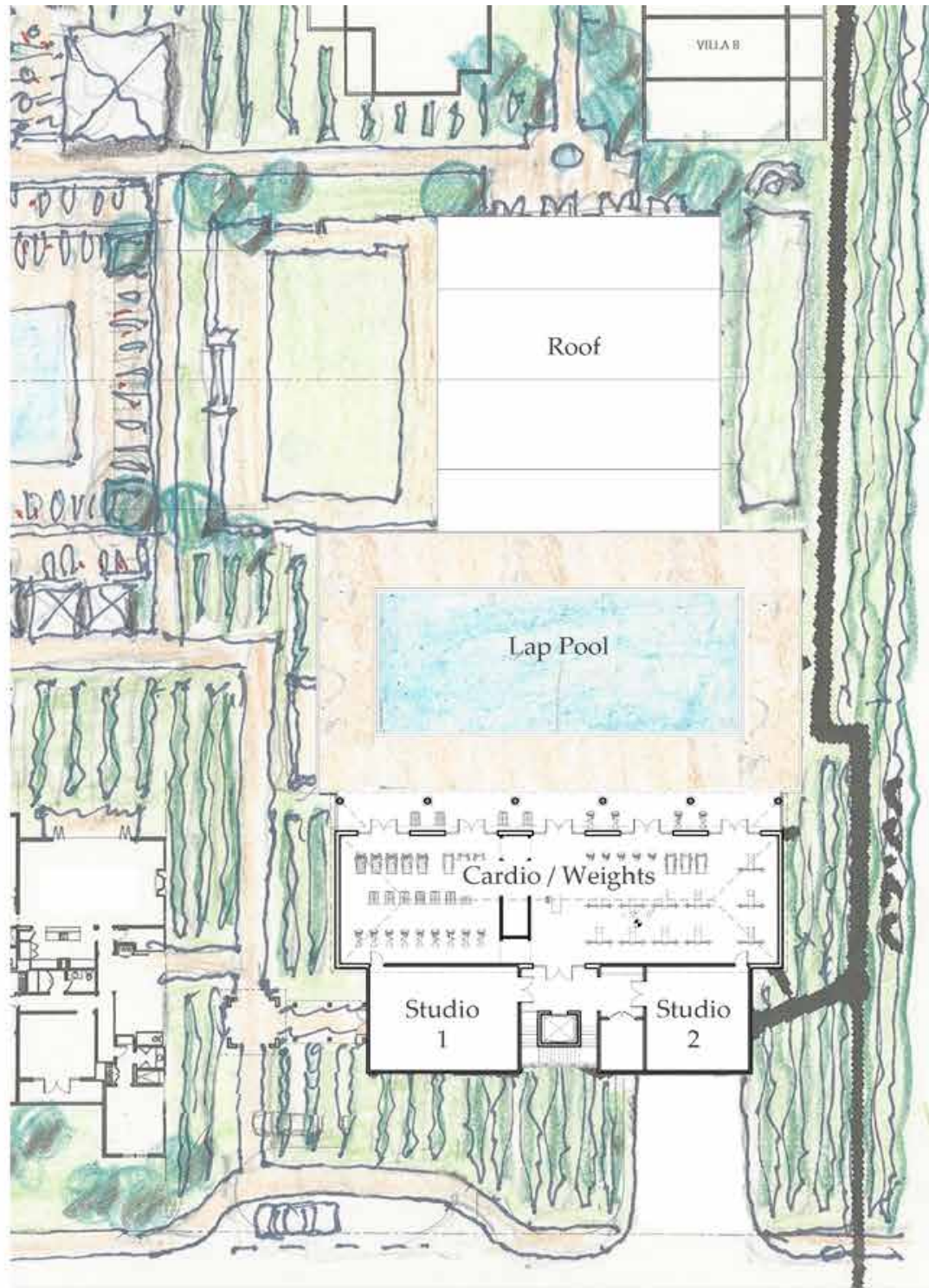


Adams Street Hotel
July 19, 2016

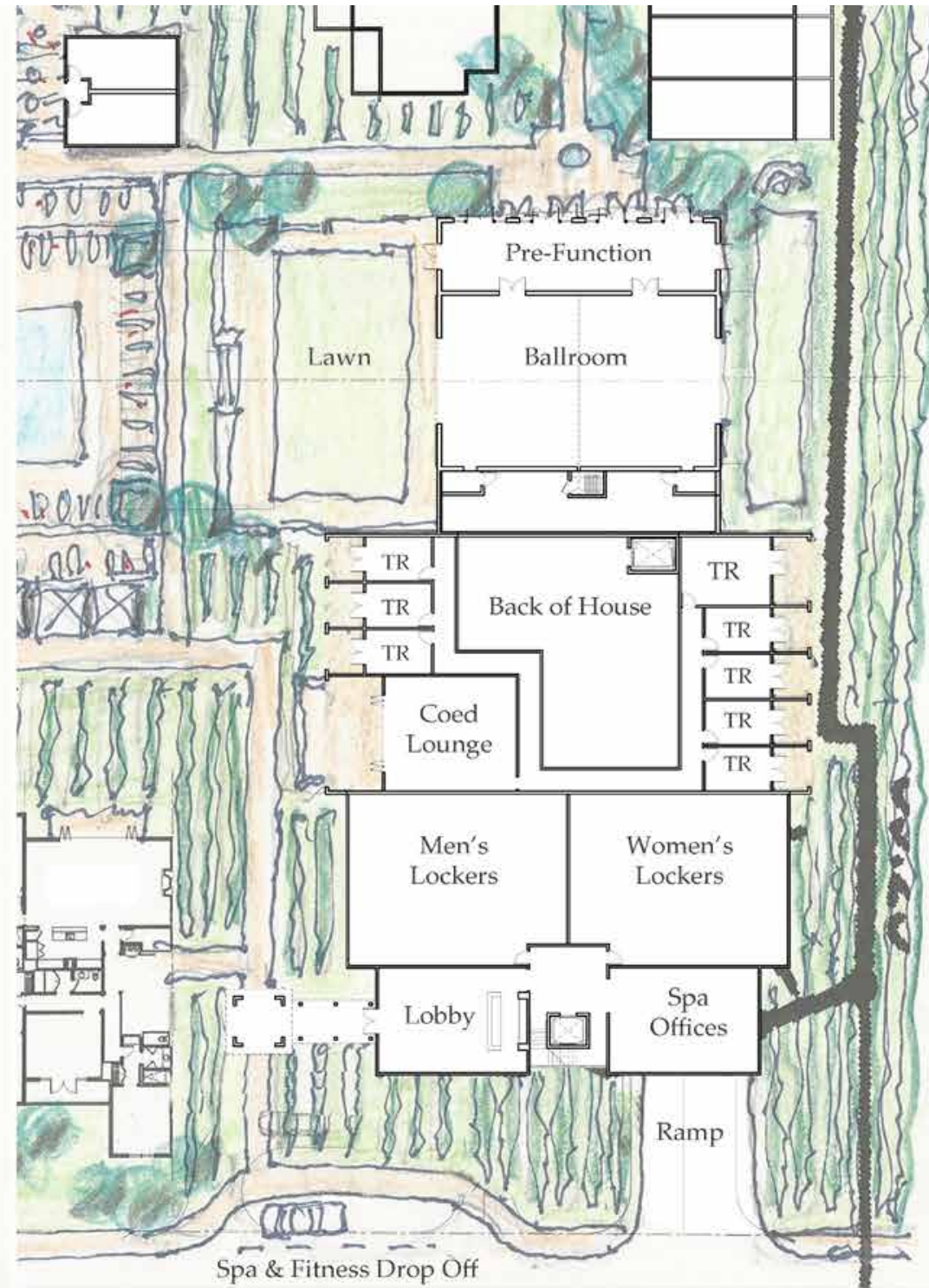
ALCION
ADVENTURES

BALD MOUNTAIN
DEVELOPMENT





Spa & Fitness Plan Second Floor
1"=30'



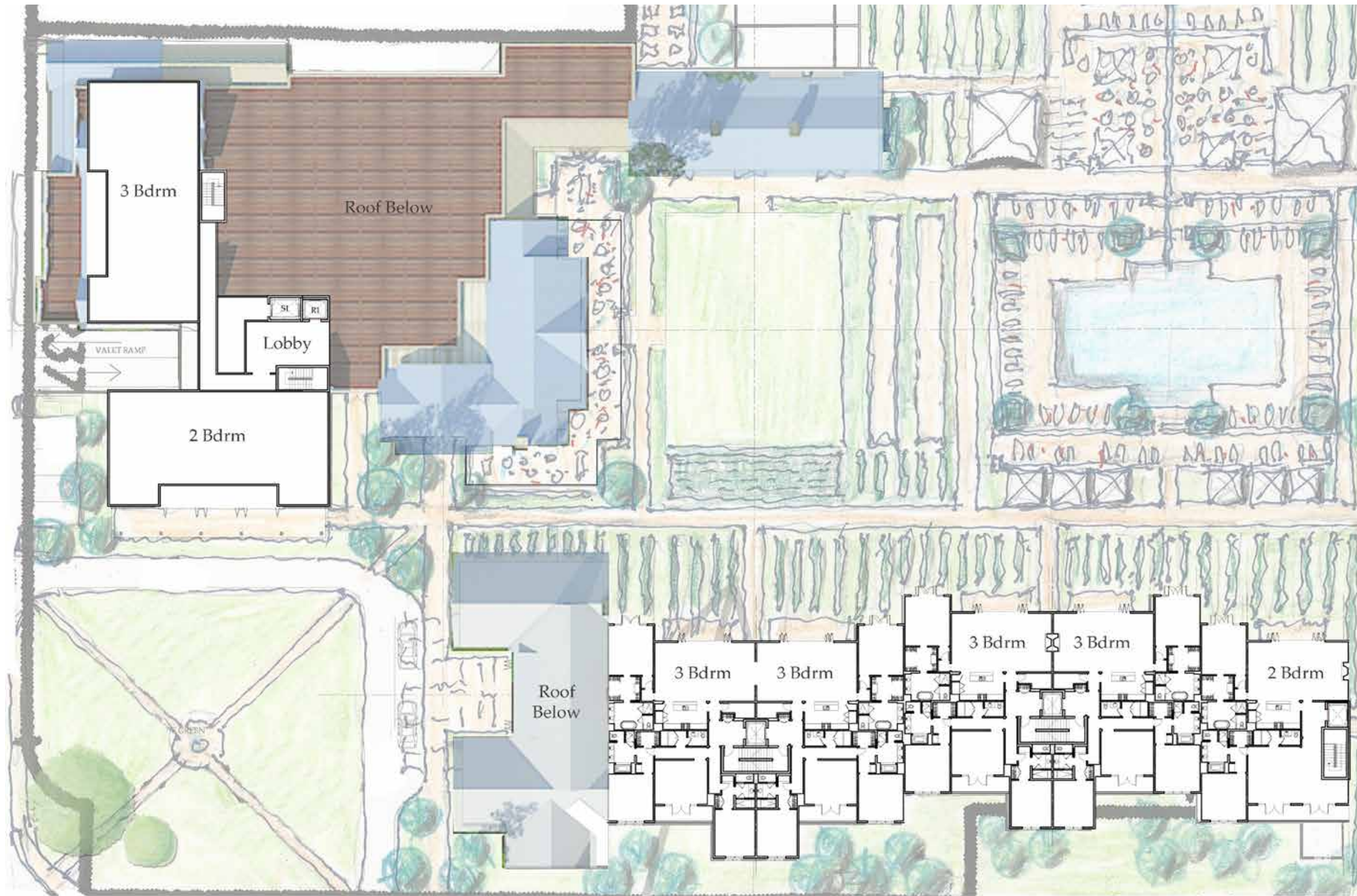
Spa & Fitness Plan Ground Floor
1"=30'



Adams Street Hotel
July 19, 2016

ALCION
ADVENTURES





Adams Street Hotel

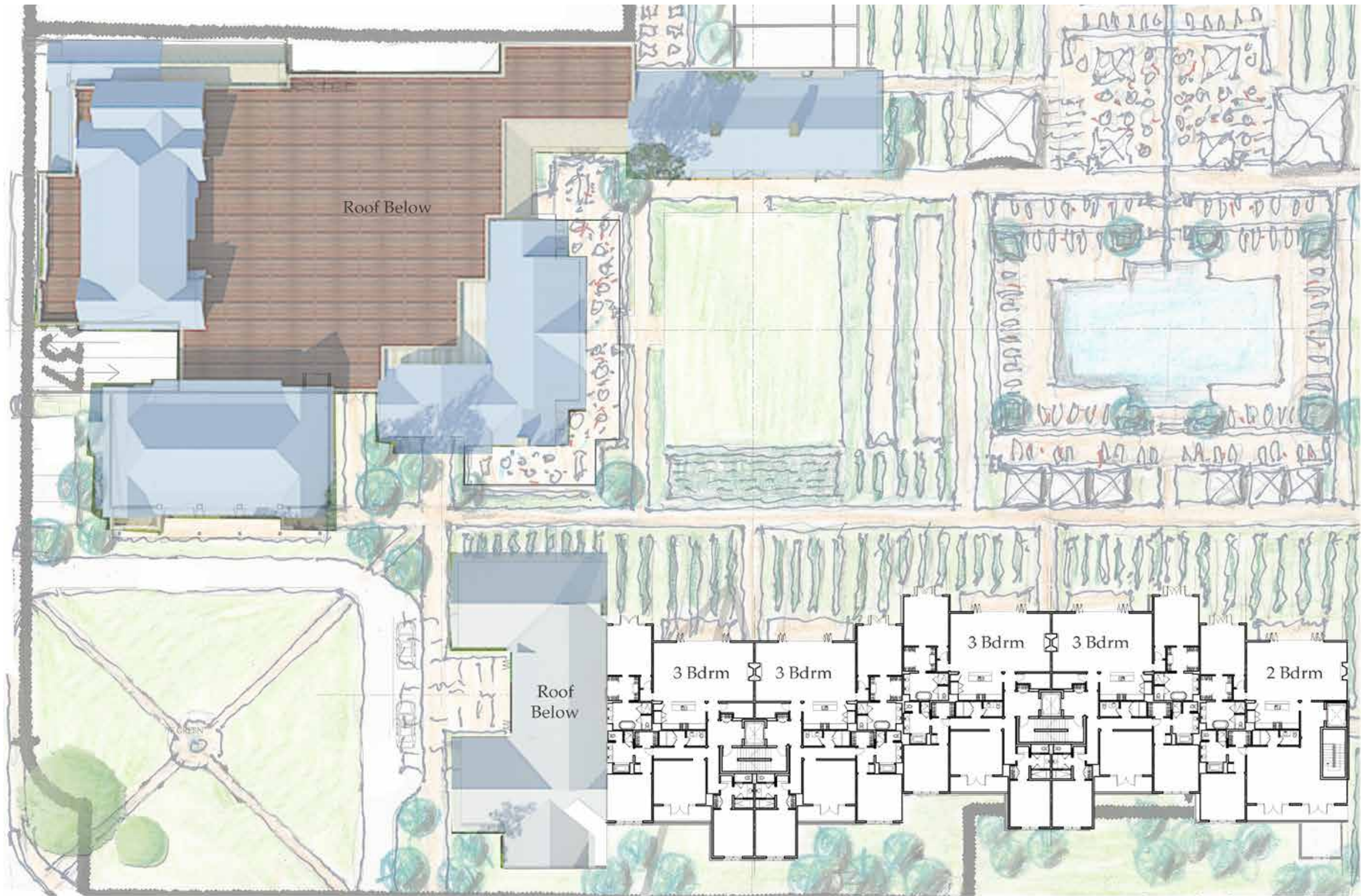
July 19, 2016

ALCION
VENTURES

BALD MOUNTAIN
DEVELOPMENT

Second Floor Plan
1"=30'





Third Floor Plan

1"=30'

BALD MOUNTAIN + ALCION | April 24, 2017

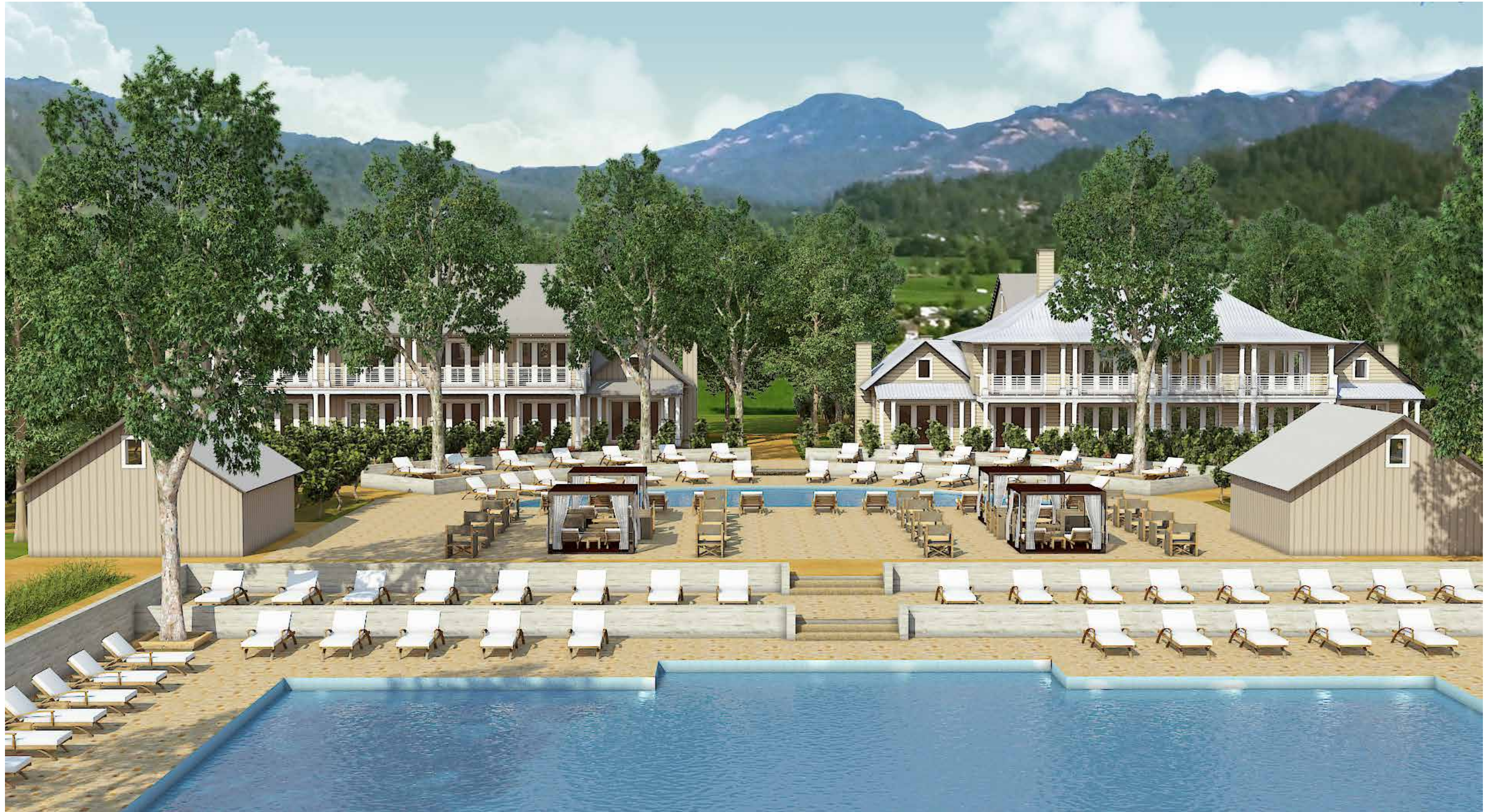
Adams Street Hotel

July 19, 2016

ALCION
VENTURES

BALD MOUNTAIN
DEVELOPMENT





VIEW OF MAIN POOL LOOKING NORTH TO MT. ST. HELENA

SITE PLAN OF ADAMS STREET RESORT





ADAMS STREET RESORT AS SEEN FROM ABOVE NAPA VALLEY VINTNERS BUILDING



ADAMS STREET RESORT AS SEEN FROM 999 ADAMS STREET



ADAMS STREET RESORT AS SEEN FROM THE NORTHEAST CORNER OF THE RESORT



ADAMS STREET RESORT AS SEEN FROM OVER THE VINEYARDS TO THE EAST

HMS DEVELOPMENT PARTNERS, LLC
7527 E. 1ST STREET
SCOTTSDALE, AZ 85251
480-321-8887

May 8, 2017

Mr. Noah Housh
Planning & Community Improvement Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Mr. Robert Gamble
Managing Director
The PFM Group
50 California Street, Suite 2300
San Francisco, CA 94111

RE: City of St. Helena RFP – Adams Street Property

Dear Mr. Housh & Mr. Gamble,

As you may know from past meetings, discussions and information provided as part of our response to the City's Adams Street RFP, HMS has indicated flexibility regarding the relocation of the City's offices to The Village at St. Helena, in terms of "deal structure." We have indicated willingness to discuss a ground lease, build-to-suit, sale lease back or other potential structures for both lease payments or ultimate ownership of the office component of our mixed use proposal.

After analysis, input and approval from our LLC members and dck Capital Solutions and its equity sources, HMS has crystalized this flexibility into the following:

1. HMS will deed the office component of the project and underlying ground to the City free and clear of all liens and encumbrances. The office component as proposed includes 5,000 s.f. on the ground floor at the corner of Adams Street and Library Lane specifically designed for an upscale restaurant with associated outdoor seating. This space will be retained by HMS. As currently planned, the office structure has a full basement, with access to the underground parking, which could accommodate the jail cells and offices of the police department. Our development budget includes just over \$42/s.f. in cost for architect & engineering design and review, soils and impact studies and fees, blueprints, etc. which the City **DOES NOT** have to incur for the development and occupancy of their new space.
2. The estimated construction cost of the 3 story 22,000 s.f. of **office** is \$5,006,173 for a grey shell. HMS agrees to provide the City with a Tenant Improvement allowance not to exceed \$880,000 (\$40/s.f. x approximately 22,000 s.f. of office) for build out of both its own space and "leftover" space which it can lease to other office uses at its discretion. Per office sale comps provided by Cushman & Wakefield for office

Mr. Noah Housh, Mr. Robert Gamble
 May 8, 2017
 Page Two

buildings sold over the last 2 years, the value of this City owned 22,000 s.f would be at least \$6,416,740.

3. HMS and the City agree to cross access and cross parking easements for both the above and underground parking, accommodating some above ground "City only" parking spaces affronting the main entrance to the office building on Library Lane.
4. HMS assumed that the City would utilize approximately 15,000 s.f. of the office complex. Under our proposal, the City would be able to create additional community good will by leasing the remaining 7,000 s.f to entities such as the St. Helena Historical Society for as little as \$1.00/year, since it owns the space (including a tenant improvement allowance of \$40/s.f.) free and clear.

Please also remember that per our proposal, the community is provided with use, rent free, of the Wedding/Community/Event Center when not accommodating weddings, meetings, banquets and the like. HMS would also be providing much needed below market housing (15 studio, 1 & 2 bedroom apartments) with NO request of underwriting from the City. It is our understanding that the City just provided \$750,000 to a developer for 8 below market units, and in the past has made average "contributions" of land and/or cash of \$100,000/unit to assist underwriting the development of below market housing in St. Helena. This would equate to a cost "savings" to the City of \$1,500,000. Lastly, HMS has included, at its own cost of \$1,680,000, all above and below grade infrastructure and improvements to link Adams Street to Starr Avenue.

In summary, the total benefit (value added) to the City of St. Helena:

Land Sale Price	\$10,000,000
City sale of Main St. site	\$ 5,000,000
Value of Office Ownership	\$ 6,416,740
A&E - Soft Costs	\$ 924,000 (\$42 x 22,000s.f.)
Below Market Housing	\$ 1,500,000
Adams St – Starr Ave	<u>\$ 1,680,000</u>
TOTAL BENEFIT	\$25,520,740

HMS is committed to the development of a first class project that the City and surrounding communities of Napa Valley can be proud of. The Village at St. Helena "checks all the boxes" of the Vision Plan created by the community and city staff.

Sincerely,



Sidney J. Montague
 Managing Member

**HMS Development Partners, LLC
7527 E. 1st Street
Scottsdale, AZ 85251
(480)321-8887**

May 19, 2017

Mr. Noah Housh
Planning & Community Improvement Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Mr. Robert Gamble
Managing Director
The PFM Group
50 California Street, Suite 2300
San Francisco, CA 94111

Dear Mr. Housh & Mr. Gamble,

During yesterday's meeting with the RFP review committee, a question was raised as to whether HMS would purchase the City's Main Street property. After discussion amongst the members of our LLC, if the City owned parcel on Main Street is made available for purchase, HMS will indeed purchase the property from the City at a purchase price of \$5,000,000.

Regarding the valuation of the office component of The Village at St. Helena, I offer the following analysis. Under our offer to transfer ownership of the office component of the project to the City free and clear of any encumbrances, along with a \$40/s.f. Tenant Improvement allowance, the City is free to utilize said ownership in a number of ways. Should the City decide to augment its cash position to increase reserves, the City could do a "sale/leaseback" on its 15,000s.f. The current market rate for office space is \$38.40/s.f. full service, with a \$12/s.f. operating expense factor, yielding a net operating income (NOI) of \$26.40/s.f. The City could sign a long term lease and negotiate a sale of said lease, at a capitalization rate for municipal/government entity leases of at minimum 4.25%. Thus: $15,000\text{s.f.} \times \$26.40 \text{ NOI} = \$396,000 / 4.25\% = \$9,317,647.$

Mr. Noah Housh, Mr. Robert Gamble
May 19, 2017
Page Two

In summary, with this approach the economic value of our proposal is:

Adams Street Sale	\$10,000,000
HMS purchase of Main Street	\$ 5,000,000
City sale/leaseback	\$ 9,317,647
A&E, Soft Costs savings	\$ 924,000
Below Market Rate Housing	\$ 1,500,000
Adams St – Starr Avenue	<u>\$ 1,680,000</u>
Total Value	\$28,421,647

As always, HMS is available to answer any questions or comments regarding these items.

Sincerely,



Sidney J. Montague
Managing Member



THE VILLAGE AT ST. HELENA

A Mixed Use Development Proposal

**Submitted to:
City of St. Helena
1480 Main Street
St. Helena, CA 94574**



Prepared By:

**HMS Development Partners, LLC
80070 Via Valerosa
LaQuinta, CA 92253**

The Village at St. Helena:

Work, live, shop and play in the heart of Napa Valley





The Village at St. Helena

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Planning, Development and Construction Information..... 5

Preliminary Site Plan & Project Rendering narrative summary..... 6

Financial Information narrative..... 6

Development Pro Forma & Construction Cost Estimate..... Appendix A

Preliminary GANTT Chart of Project Timeline Appendix B

Development Team Resumes..... Appendix C

Colored Project Site Plan..... Appendix D

Project Bird’s Eye Colored Rendering..... Appendix E

EXECUTIVE PROJECT SUMMARY

The Village at St. Helena is designed as an elegant and upscale mixed use commercial and residential project consisting of the following:

First Class Office Building

- Class A office building – 3 tiered stories - 24,000 square feet
- City Hall & Police station - 1st & 2nd floor - 15,000 square feet
- Available “for lease” 3rd floor Class A offices – 6,000 square feet
- Reserved underground parking for tenants
- Inviting and open first floor lobby
- On grade parking for office clients & visitors

Five Star Boutique Hotel

- 75 luxury suites
- Full service Spa and workout facilities for hotel guests/public
- Heated Outdoor swimming pool/Jacuzzi, lounge and patio
- Underground parking for hotel guests

World Class Event Center

- Complete wedding event facility capable of entertaining 500 guests
- Business conference accommodations for up to 500 attendees
- Honeymoon bungalow for the wedding party complete with master suite, multiple bedrooms, complete kitchen and patio overlooking the hotel, pool, gardens and the David Fulton Vineyards. The bungalow will be available to hotel guests and conference VIPs when not utilized by wedding parties
- The Event Center consists of 10,000 square feet of indoor area, with patios overlooking the David Fulton Vineyards and surrounding mountains of the valley
- The building will be available for community group events when not reserved for weddings or conferences at no cost

Specialty Retail Shops

- Retail shop space provides street visible frontage for boutique shops, with a mix of high and casual dining restaurants with patios, serving breakfast, lunch and dinner
- On grade and underground parking for customers and tenants

Luxury Apartments

- 44 studio apartments
- 19 one bedroom apartments
- 7 two bedroom apartments
- Underground reserved parking – 1 space/unit
- All units have either ground floor patio or balcony on 2nd & 3rd floor units
- 20% of *all* units will be at *below market rents*
- Dramatic views of The Village at St. Helena plaza, surrounding vineyards and mountains

The Plaza

- Over 1 ½ acres of inviting open air plaza with hardscape pavers, water conserving trees, plant materials and water features
- Elevated stage for outdoor concerts, theater and other seasonal events

“The Village at St. Helena: work, live, shop and play in the heart of Napa Valley”

HMS Development Partners, LLC (“HMS”) will also improve and complete the connection between Adams Street and Starr Avenue including installation of all underground utilities, paving, lighting etc. as part of their development budget.

In keeping with the ambiance and unique character of the city, HMS will utilize brick, stone and stucco for the exterior of all structures to reflect the picturesque quality of St. Helena, while maintaining the charm that Napa Valley enjoys world-wide.

HMS proposes either an outright purchase for \$10,000,000 or would entertain a subordinated ground lease with a minimum term of 79 years at a yearly rental rate to be negotiated during the development/permitting process with the City.

ESTIMATED TAX REVENUE CALCULATIONS

HMS estimates the following potential income to the City/County/State as a result of The Village at St. Helena:

Tax Rates: 14% (Hotel)
8% (Retail shops & Restaurants)

Projected Revenue:

Hotel	\$1,140,169
Restaurants	\$ 600,000
Event Center	\$ 120,000
Bungalow	\$ 53,655
Specialty Retail	<u>\$ 391,680</u>
Total	\$2,305,504

DEVELOPMENT TEAM (information/resumes on each are included in this package)

Developer: HMS Development Partners, LLC – a California LLC specifically formed for this project proposal. Ownership is split in thirds between Edson Hutchinson, Michael Shinn and Sidney Montague.

Lead Architect: RKAA Architects, Inc.
2223 E. Thomas Road
Phoenix, AZ 85016

Hotel/Apartment Architect:
A. David Gibson, Architect, LLC (NCARB certified)
203 ½ Onyx Road
Newport Beach, CA 92662

Contractor: Dck California Construction, Inc.
One PPG Place, 27th Floor
Pittsburgh, PA 15222

Structural Engineer: Miller Pacific Engineering Group
135 Camino Dorado, Suite 3
Napa, CA 94558

Civil Engineer: Delta Consulting & Engineering
1104 Adams Street, Suite 203
St. Helena, CA 94574

Retail Planning: Southwest Retail Group, Inc.
7527 E. 1st Street
Scottsdale, AZ 85251

Office/Apartment: Hope Development Partners
7527 E. 1st Street
Scottsdale, AZ 85251

Legal: Ken Cohen
JRA Law Partners, LP
450 Pacific Avenue, Suite 200
San Francisco, CA 94133

Environmental Consulting: Analytical Environmental Services
1801 7th Street, Suite 100
Sacramento, CA 95811

Traffic Consulting: Y & C Transportation Consultants, Inc.
3250 Ramos Circle
Sacramento, CA 95827

PLANNING, DEVELOPMENT AND CONSTRUCTION INFORMATION

Attached is a preliminary GANNT chart delineating the estimated timeline from planning through construction completion. This timeline assumes that the City of St. Helena has completed the General Plan Amendment and rezoned the subject site for commercial uses by September 30, 2016. HMS contemplates beginning the formal process on October 1, 2016, assuming it is the successful candidate approved by the City.

Preliminary Project Schematics	October, 2016
Working Drawings	November, 2016 – January 2017
Planning, Impact Studies, Building Permit	November, 2016 – April 2018
Construction	May, 2018 – April 2020

The entire project will be constructed in one phase. The site will be excavated to a maximum depth of 12 feet, and will be designed per California codes for earthquake remediation. In addition, the assumption is that during each year, the water table for this site will be at grade level, and thus, the structures are built upon a waterproof substructure. The 3 story office building will be a steel structure, with brick, stucco, stone accents and glass comprising the exterior skin. The hotel, apartments, retail, event center and bungalow will be constructed with wood framing with the same exterior skin components as the office building. The Hotel/Apartment structure at the north end of the property is three stories in height. The Retail/Apartment structure fronting Adams Street is two stories in height, with retail on the first floor, and apartments on the 2nd floor.

The apartments will have one space/unit of reserved and separately secured underground parking, accessed by elevator and stairs. Elevators accessing the underground parking are dispersed throughout the project to provide direct access for City Hall, Police Department and commercial offices, hotel, event center and retail.

There will be over 1 ½ acres of open area plaza space throughout the project, designed with water conservation enhancements and tasteful hardscape accents that provide a serene, beautiful and inviting pedestrian experience. An elevated stage is also part of the plaza experience for outdoor concerts and related activities. The Village at St. Helena is truly a place where you can live, work, shop and dine.

PRELIMINARY SITE PLAN & PROJECT RENDERING

HMS and Dck California Construction, Inc. have spent over a year developing and refining the plans and specifications for The Village at St. Helena, the fruit of which are the attached preliminary site plan for The Village at St. Helena and a rendering of the exterior illustrating the character and ambiance of the project. Also shown is the layout of the underground parking component of the project. The lead architect has provided the enclosed site area ratio information for each of the structures on site. In addition, a preliminary development and construction budget outlining the major cost components of this upscale mixed use project is included.

FINANCIAL INFORMATION

HMS and Dck California Construction, Inc. are jointly in discussion with several major investment groups to provide the equity for this project, and with major financial institutions to provide construction and long term takeout for the project. As an aside, dck is the contractor in charge of construction for the Four Seasons Resort in Calistoga, CA. Assuming HMS is the Designated Developer for this site, detailed financial information will be provided to the City for both the equity investor and construction/long term lender. HMS will provide course of construction and builders risk insurance to assure the City that the project will be completed on schedule and within budget. HMS partners have a combined net worth in excess of \$20,000,000 and will be able to provide the necessary funds required by the City if chosen as the Designated Developer.

APPENDIX A

Development Pro Forma

Property: The Village at St. Helena
Adams Street & Library Lane
St. Helena, CA 94574

Prepared For: The City of St. Helena
1480 Main Street
St. Helena, CA 94574

Prepared By: HMS Development Partners, LLC
80070 Via Valerosa
LaQuinta, CA 92253

Date: August 16, 2016

Project Summary

Project Location: The Village at St. Helena
Adams Street & Library Lane
St. Helena, CA 94574

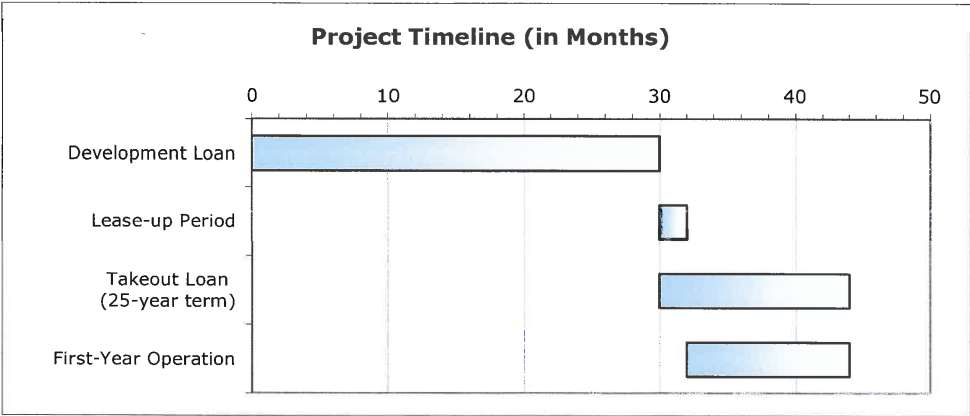
Type of Property: Mixed Use commercial
172,019 SF, Gross Building Area
SF, Rentable Area

Date of this Report: August 16, 2016

Purpose: The following pro forma summarizes the various hard and soft development costs, and the proposed financing for this project.

For the sake of the analysis, certain assumptions have been made concerning development costs, financing terms, revenue rates and operating expenses.

Those assumptions and the potential economic benefits of this project are presented in the following pages.



Project Overview

Project: The Village at St. Helena
Adams Street & Library Lane
St. Helena, CA 94574

Property type: Mixed Use commercial
Architect: RKAA Architects, Inc.
Lender: enter here
Contractor: Dck California Constuction, Inc.
Construction manager: Dck California Constuction, Inc.
Leasing agent: enter here
Attorney(s): JRA Law Partners, LP
Buyer: enter here

Developer: HMS Devlopment Partners, LLC
80070 Via Valerosa
LaQuinta, CA 92253

Zoning: Commercial
Construction type: Steel & Wood Frame, Brick, Stucco
Gross Building Area: 172,019 SF
Usable Area: 0 SF
Loss Ratio: 100.00%

Number of suites or units: 0
Number of parking spaces: 0

Total rentable square feet: 0 SF

Floor Area Ratio (FAR): 0.71

Lot Size: 5.60 acres

Map or block number: 009-150-006
Lot or building number: enter here

Funding

TOTAL EQUITY

Developer's cash equity, including net lease-up cost or income:	\$ 13,877,567
Total Amount:	\$ 13,877,567

DEVELOPMENT LOAN

Amount:	\$ 55,510,500
Interest rate:	5.000%
Term:	30 months
Points:	1.500
Average balance outstanding:	55.000%

TAKEOUT FINANCING

Amount:	\$ 55,510,500
Interest rate:	4.250%
Term:	25 years
Points:	1.500
Debt Coverage Ratio (actual):	3.16
Mortgage Constant:	6.501%
Loan amount per square foot:	\$ 322.70
Loan to total project cost:	79.53%
Loan to final resale value:	25.57%

Lease-Up

LEASE-UP TIME AFTER DEVELOPMENT	2 months
LEASE-UP INCOME AND COSTS	
LEASE-UP PERIOD INCOME	\$ 1,615,276
LEASE COMMISSION	
Total Lease Commission Costs	\$ 600,000
MISCELLANEOUS LEASING COSTS	\$ 0
OTHER LEASE-UP-PERIOD COSTS	
Taxes for lease-up period	0
Insurance for lease-up period	0
Maintenance for lease-up period	0
Loan payments for lease-up period	601,443
TOTAL OTHER COSTS	\$ 601,443
TOTAL NET LEASE-UP PERIOD INCOME	\$ 413,833

Project Soft Costs

ARCHITECTURAL AND ENGINEERING

General architectural & engineering costs	1,027,822
Blueprints	50,000
Other architectural & engineering costs	40,000

TOTAL A & E \$ 1,117,822

Development loan fees (points)	832,658
Takeout loan fees (points)	832,658
Development loan interest	3,816,347
Appraisal fee	10,000
Course-of-construction insurance	625,000

TOTAL FINANCING COSTS \$ 6,116,662

Legal	150,000
Feasibility	25,000
Impact Fees/Permits	5,150,000
Environmental Coordination	626,000
Travel	60,000
Development fee	2,200,000

TOTAL DEVELOPMENT COSTS \$ 8,211,000

Project Hard Costs

CONSTRUCTION COSTS		
Site Work.....	Offsite - Adams Street Improvements	1,680,000
	Site Work	3,360,870
Parking Structure.....	Total Parking Structure	6,358,240
Retail.....	Total Retail Costs	3,880,687
Event Center/Bungalow	Total Event Center/Bungalow Costs	4,239,500
Office & Retail Buildings	Total Office & Retail	6,826,600
Hotel.....	Total Hotel Costs	9,648,367
Apartments.....	Total Apartment Costs	8,362,200
TOTAL HARD COSTS		44,356,464
		\$ 257.86 per SF

The Village at St. Helena

page 7

Total Project Cost

LAND COST	\$ 10,000,000	##### per acre
SOFT COSTS	\$ 15,445,484	89.79 per SF
OVERHEAD AND CONSTRUCTION PROFIT	\$ 0	0.00 per SF
HARD COSTS	\$ 44,356,464	257.86 per SF
CONSTRUCTION CONTINGENCY	\$ 0	0.00 per SF
TOTAL PROJECT COST		
before lease-up period costs or income	\$ 69,801,948	405.78 per SF
Net Lease-up Period Income	\$ 413,833	2.41 per SF
TOTAL COST OVERALL (rounded, including lease-up period income and)	\$ 69,388,100	403.37 per SF
LOANS REQUESTED		
Development Loan	\$ 55,510,500	322.70 per SF
Total Loans	\$ 55,510,500	322.70 per SF
EQUITY		
Developer's cash equity excluding net lease-up income or cost	\$ 14,291,400	
Minus net lease-up period income	\$ 413,833	
Total development equity (rounded)	\$ 13,877,600	80.67 per SF
% of Total Cost Overall		20.00%
Cap Rate (Expected First Year NOI / Total Cost Overall)		16.43%

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Build & Hold Pro Forma

EQUITY POSITION

Total Project Costs Overall (including land)	69,388,100
Financing at @ 4.25%, 25 years	55,510,500
Equity Investment	\$ 13,877,600

POTENTIAL RESALE based on 5.25% cap rate

Estimated market value	217,093,000
Less costs of sale	6,512,790
Less outstanding debt	55,510,500
Potential Proceeds	\$ 155,069,710

STABILIZED PRO FORMA OPERATING STATEMENT**GROSS ANNUAL INCOME**

Gross scheduled rent income	12,114,573
NOTE: INCOME IS NET OF OPERATING EXPE	0
Total Gross Income	\$ 12,114,573
Less 2.00% Vacancy & Credit Loss Allowance	242,291
Gross Operating Income	\$ 11,872,282

OPERATING EXPENSES

Taxes	0
Insurance	0
Maintenance	0
Management fee at 4.00% of GOI	474,891
Other expenses	0
Total Operating Expenses	\$ 474,891

NET OPERATING INCOME (before debt service)	\$ 11,397,391
---	----------------------

ANNUAL DEBT SERVICE	\$ 3,608,658
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CASH FLOW

Cash flow (after debt service)	7,788,732
Cash flow (vacancy & management excluded)	8,505,915

Cap Rate based on total cost: 16.43%	Debt Coverage Ratio: 3.16	Cash on Cash Return: 56.12%
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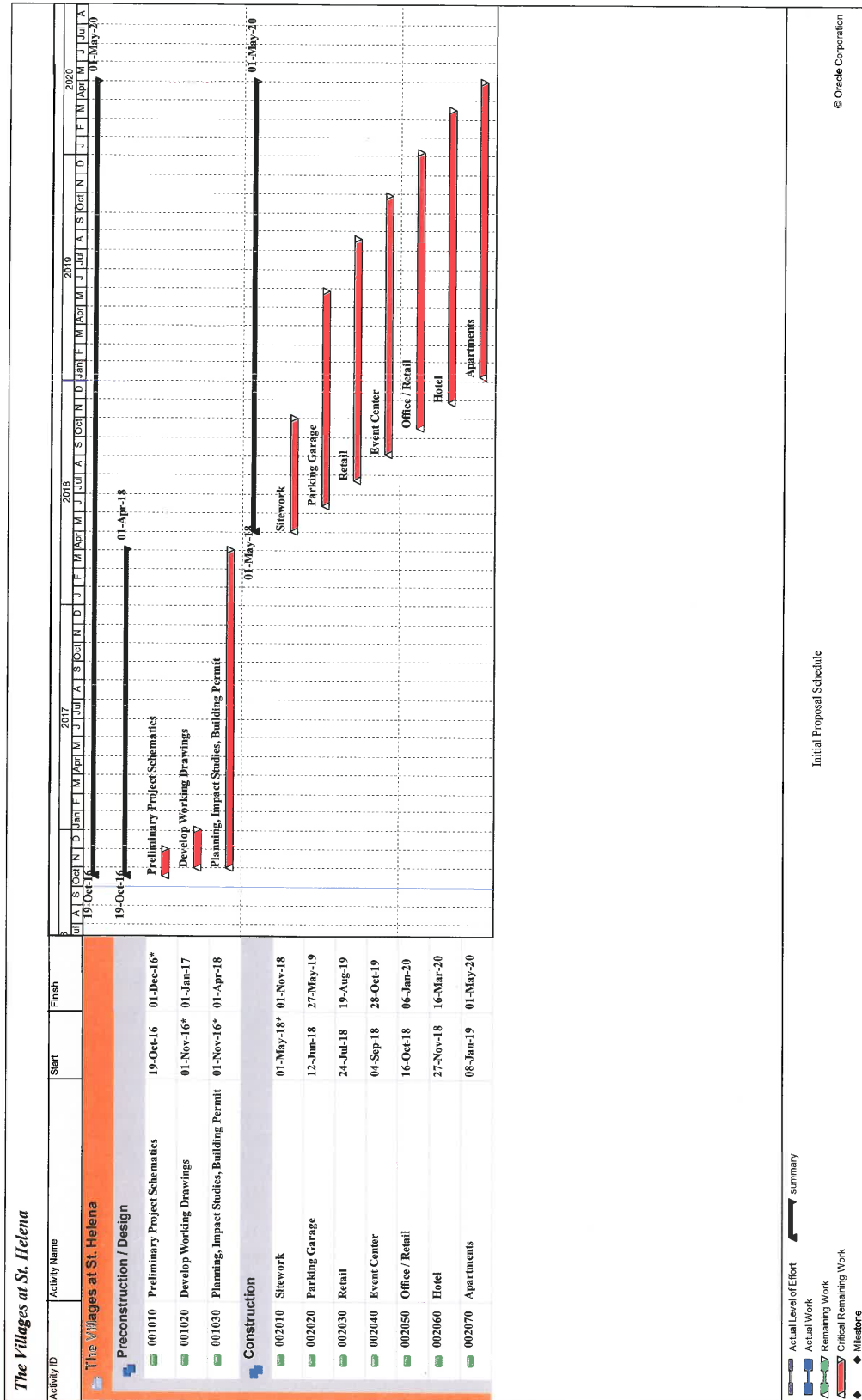
PROGRAM ESTIMATE

PROJ:	The Village at Saint Helena			Project SF Data:		
DATE:	September 14, 2015			Site Area SF	243,936	
LOC:	Saint Helena, CA			Garage	99,038	1 Level Below Grade (261 sp)
BLDG:	172,019 NRSF			Retail	27,054	
SITE:	5.60 ACRES			Events Center	10,000	Single Story
				Bungalow	2,500	2-Story
				Office/Retail Bldg.	36,000	3-Story Office & Retail
				Hotel	50,265	75 Keys
				Apartments	46,200	70 Units
				Total Bldg Area	271,057	Building & Garage
DESCRIPTION QTY UNIT UNIT PRICE TOTAL COMMENTS						
OFFSITE WORK						
Library Lane	0	LF	\$	-	\$	-
Adams Street Improvements	0	LF	\$	-	\$	1,680,000
Traffic Signals	0	EA	\$	-	\$	-
Street Lights	0	EA	\$	-	\$	-
U/G Power Lines	0	LF	\$	-	\$	-
TOTAL OFFSITE WORK					\$ 1,680,000	NIC
SITE WORK						
General Conditions	243,936	SF	\$	0.75	\$	182,952
Demolition - Site	1	LS	\$	50,000.00	\$	50,000 Allowance
Earthwork/Mass Excavation	243,936	SF	\$	2.00	\$	487,872
Wet Utilities	243,936	SF	\$	2.25	\$	548,856
Dry Utilities	243,936	SF	\$	0.65	\$	158,558
Landscape & Irrigation	243,936	SF	\$	1.75	\$	426,888
Hardscape	243,936	SF	\$	3.00	\$	731,808
Site Lighting	243,936	SF	\$	1.00	\$	243,936
Pool/Spa/Deck	900	SF	\$	200.00	\$	180,000
Water Feature	1	LS	\$	150,000.00	\$	150,000
Stage/Amphitheater	1	LS	\$	200,000.00	\$	200,000
TOTAL SITEWORK					\$ 3,360,870	
PARKING						
General Conditions	99,038	SF	\$	3.00	\$	297,114
Garage Below Grade Level - 1	99,038	SF	\$	61.20	\$	6,061,126
Central Ramp/Stair	0	LS	\$	-	\$	- NIC
TOTAL PARKING					\$ 6,358,240	

RETAIL									
General Conditions	27,054	SF	\$	10.00	\$	270,540			
Structure	27,054	SF	\$	52.50	\$	1,420,335	1-Story Podium(Apts Above)		
Exterior Skin	27,054	SF	\$	19.54	\$	528,635			
Interior Finishes	0	SF	\$	5.00	\$	-	N/A		
Interior Finishes	27,054	SF	\$	12.50	\$	338,175	14,400 sf Vanilla Shell		
Specialties	27,054	SF	\$	-	\$	-	None		
Conveying Systems	27,054	SF	\$	-	\$	-	None		
Special Construction	14,400	SF	\$	0.50	\$	7,200			
Mechanical - Retail	0	SF	\$	21.50	\$	-	N/A		
Mechanical - Retail	27,054	SF	\$	28.50	\$	771,039	14,400 sf Vanilla Shell		
Grease Traps	2	EA	\$	18,750.00	\$	37,500			
Electrical - Retail	0	SF	\$	8.75	\$	-	N/A		
Electrical - Retail	27,054	SF	\$	18.75	\$	507,263	14,400 sf Vanilla Shell		
TOTAL RETAIL					\$	3,880,687			
EVENTS CENTER/BUNGALOW									
General Conditions	12,500	SF	\$	18.00	\$	225,000			
Basement/Storage	10,000	SF	\$	76.70	\$	767,000			
Structure	12,500	SF	\$	66.00	\$	825,000			
Exterior Skin	12,500	SF	\$	48.50	\$	606,250			
Interior Finishes	12,500	SF	\$	47.00	\$	587,500			
Specialties	12,500	SF	\$	22.80	\$	285,000			
Conveying Systems							N/A		
Special Construction	0	SF	\$	-	\$	-	N/A		
Mechanical	12,500	SF	\$	42.00	\$	525,000			
Electrical	12,500	SF	\$	33.50	\$	418,750			
TOTAL EVENTS CENTER/BUNGALOW					\$	4,239,500			
OFFICE/RETAIL BUILDING									
General Conditions	36,000	SF	\$	11.50	\$	414,000			
Basement/Storage	4,000	SF	\$	80.20	\$	320,800			
Structure	36,000	SF	\$	50.00	\$	1,800,000	3-Story Steel		
Exterior Skin	36,000	SF	\$	35.70	\$	1,285,200			
Interior Finishes	27,600	SF	\$	21.50	\$	593,400	Core/Lobby Only		
Interior Finishes - Retail	8,400	SF	\$	29.00	\$	243,600	Vanilla Shell		
Specialties	36,000	SF	\$	6.50	\$	234,000			
Conveying Systems	36,000	SF	\$	7.50	\$	270,000	Elevator		
Special Construction - Retail Onl	8,400	SF	\$	0.50	\$	4,200	N/A		
Mechanical - Office	27,600	SF	\$	23.00	\$	634,800	Gray Shell		
Mechanical - Retail	8,400	SF	\$	28.50	\$	239,400	Vanilla Shell		
Electrical - Office	27,600	SF	\$	20.70	\$	571,320	Gray Shell		
Electrical - Retail	8,400	SF	\$	25.70	\$	215,880	Vanilla Shell		
TOTAL OFFICE BUILDING					\$	6,826,600			
HOTEL									
General Conditions	50,265	SF	\$	12.00	\$	603,180			
Structure - Hotel Core	50,265	SF	\$	45.40	\$	2,282,031	Wood Frame - Type V		
Exterior Skin	50,265	SF	\$	14.00	\$	703,710			
Interior Finishes	50,265	SF	\$	34.00	\$	1,709,010			
Specialties/Furnishings	50,265	SF	\$	15.20	\$	764,028			
Conveying Systems	50,265	SF	\$	7.50	\$	376,988			
Special Construction	0	SF	\$	-	\$	-	N/A		
FF&E/OS&E - Hotel	0	EA	\$	-	\$	-	NIC		
Mechanical - Hotel	50,265	SF	\$	37.35	\$	1,877,398			
Electrical - Hotel	50,265	SF	\$	26.50	\$	1,332,023			
TOTAL HOTEL					\$	9,648,367			

APARTMENTS						
General Conditions	46,200	SF	\$	12.50	\$	577,500
Structure	46,200	SF	\$	45.40	\$	2,097,480
Exterior Skin	46,200	SF	\$	19.35	\$	893,970
Interior Finishes	46,200	SF	\$	32.50	\$	1,501,500
Specialties/Equipment	46,200	SF	\$	9.50	\$	438,900
Conveying Systems	46,200	SF	\$	5.00	\$	231,000
Special Construction	0	SF	\$	-	\$	-
FF&E/OS&E - Residences	0	EA	\$	-	\$	-
Mechanical - Apartments	46,200	SF	\$	33.00	\$	1,524,600
Electrical - Apartments	46,200	SF	\$	23.75	\$	1,097,250
TOTAL APARTMENTS					\$	8,362,200
SOFT COSTS						
Architectural & Engineering	0	LS	\$	-	\$	525,622
Soils & Survey	0	LS	\$	-	\$	40,000
Civil, Geotech, Landscape	0	LS	\$	-	\$	502,200
Legal	0	LS	\$	-	\$	150,000
Feasibility Study	0	LS	\$	-	\$	25,000
Impact Fees/Permits	0	LS	\$	-	\$	5,150,000
Environmental Coord	0	LS	\$	-	\$	626,000
Blueprints	0	LS	\$	-	\$	50,000
TOTAL SOFT COSTS					\$	7,068,822
MISCELLANEOUS						
Developer Fee, G&A, Travel	0	LS	\$	-	\$	2,260,000
	0	LS	\$	-	\$	-
	0	LS	\$	-	\$	-
	0	LS	\$	-	\$	-
	0	LS	\$	-	\$	-
	0	LS	\$	-	\$	-
TOTAL MISCELLANEOUS					\$	2,260,000
CONSTRUCTION COST RECAP				TOTALS		
OFFSITE WORK			\$	1,680,000		
SITE WORK			\$	3,360,870		
PARKING GARAGE			\$	6,358,240		
RETAIL			\$	3,880,687		
EVENTS CENTER/BUNGALOW			\$	4,239,500		
OFFICE/RETAIL BUILDING			\$	6,826,600		
HOTEL			\$	9,648,367		
APARTMENTS			\$	8,362,200		
SOFT COSTS			\$	7,068,822		
MISCELLANEOUS			\$	2,260,000		
SUBTOTAL CONSTRUCTION COSTS			\$	53,685,285		
INSURANCES			\$	585,170		
SUBGUARD			\$	738,173		
CONTRACTOR OVERHEAD & PROFIT			\$	4,211,387		
SALES TAX (BY TRADES)			\$	-		
CONTINGENCY & ESCALATION			\$	5,848,184		
TOTAL CONSTRUCTION COST w/ CONTINGENCY			\$	65,068,199		
COST PER BUILDING SF			\$	378.26		

APPENDIX B



APPENDIX C

RESUME

EDSON B. HUTCHINSON

150 Cleo. St. # 6

Laguna Beach, CA. 92651

12 Greenway Plaza Suite 1100

Houston, TX. 77046

Email: e2ebkh@gmail.com

TEXAS PACIFIC, LLC. Managing Member

Private Equity/Consultants/Integration/Service and Support

Investments in Software, Mobile Messaging and Applications and Public/Private Integration in
Emergency Preparedness Platforms for Local, State and Federal Agencies

ACCESS U2 MOBILE SOLUTIONS, INC. Majority Member

US PATENT: 7,643,821 ACCESSU2IP.COM

Currently integrating Access U2's patent approved process for SMS mobile content applications into
communication platforms for national disaster recovery and disaster preparedness platforms being
directed by the National Emergency Communications Organization Network Inc. (NECON), a nonprofit
501c (3) public benefit organization.

INDOOR ENTERTAINMENT GROUP: Managing Member

Nationwide Carousel Owner and Operators: IEGCAROUSELS.COM

Regional Malls: WESTFIELD, CBL, STARWOOD, CENTENNIAL, GLIMCHER

MALAGA,LLC/EBH, LLC, Managing Member

Ownership/Development, Renovation of 5 Hotels totaling over 800 rooms

Brands: Marriott Residence Inn, Orange; Radisson Hotel Denver Southeast; Ramada Denver Downtown;
Ramada Colorado Springs; Irwin Street Inn, Hanford, CA.

WLM HOSPITALTY MANAGEMENT/HRV, Managing Member

Boutique Hospitality Management: Managed over 30 Hotels ranging in size from 30 to 480 rooms

Sample of properties managed and/or asset managed by WLM/HRV:

. Ritz Carlton, Westchester, NY (asset management)

- . Dana Hotel Chicago (asset management)
- . Radisson Hotel Denver Southeast
- . Sheraton Lakewood
- . Holiday Inn Denver Downtown
- . Holiday Inn Foster City, CA.
- . Fairfield Inn Pagosa Springs
- . Quality Inn Lakewood
- . Ramada Denver Downtown
- . Ramada Colorado Springs
- . Ramada Inn Tucson
- . Silver Creek (Granby Ranch) Resort
- . Irwin Street Inn, Hanford, CA.

LIGHTHOUSE HOTELS, LLC, Managing Member

New Hospitality Development/Glamping Outdoor Destination Locations

ALPINE AGENCY/HUTCHINSON FAMILY PARTNERSHIPS (HFP), Managing Member

Custom Home Building, Office and Retail/Shopping Development:

Construction and Development Interests starting in 1975 were in the Markets of Denver, Cherry Creek, Vail, Beaver Creek, San Diego, Orange County and Honolulu. Total Acquisition/ Construction/Sale Dollar Volume was in excess of \$90,000,000.

Sidney J. Montague

EDUCATION:	MIDLAND LUTHERAN COLLEGE, Fremont, NE • Bachelor of Administration, Economics, 1972 UNIVERSITY OF ARIZONA, Tucson, AZ • Bachelor of Science, Nursing, 2005
LICENSES:	Licensed Arizona Real Estate Broker
EXPERIENCE:	
01/05 to Present:	HMS DEVELOPMENT PARTNERS, LLC; HOPE REAL ESTATE VENTURES, LLC; SOUTHWEST RETAIL GROUP, INC; RESCON PROPERTIES, LLC <u>Partner; Consultant; Managing Member</u> • Acquisition & management of a 12 unit luxury downtown townhome project, and 16 unit downtown apartment complex • Hands on management, accounting and development analysis for retail, office and residential properties in Arizona and Texas
03/03 To 12/04:	FARRMONT REALTY GROUP, Inc., Phoenix, AZ <u>Broker</u> • Commercial leasing and sales
11/01 to 06/02	EVERGREEN DEVCO, INC., Phoenix, AZ <u>Project Manager</u> • Site acquisition, development and sale/leaseback of Walgreens stores in Arizona & California • Completed several re-plats, parcel and tract maps, both in Arizona and California
06/96 to 10/01	ORSETT PROPERTIES ARIZONA, LTD, Phoenix, AZ <u>Senior Vice President</u> • Development over 1,200,000 square feet of office, medical/dental, industrial and retail projects over six year period • Responsible for all phases of development on each project, from land acquisition, entitlement processing, project analysis and design assistance, construction financing and actual construction, leasing and long term financing at stabilization
1994 To 1996	FARRMONT REALTY GROUP, INC, Phoenix, AZ <u>Owner/Partner</u> • From start-up, property management grew to over 500,000 s.f. under contract. • Developed a 40,000 square foot medical/dental complex, Mountain Park Professional Plaza, completed and fully leased 6 months after C of O.

- 1987 To
1994
- PERINI LAND & DEVELOPMENT COMPANY, San Francisco
Vice President & Regional Manager
- Completed entitlements for 281 lot residential subdivision in Corte Madera, CA
 - Completed development of The Resort at Squaw Creek at the base of Squaw Valley ski area in California
 - Management & leasing of Golden Gateway Commons and Rincon Center in downtown San Francisco
 - Responsible for the development, leasing and management of Ahwatukee Palms Shopping Center
 - Developed The Reserve at Squaw Pass, a 108 unit luxury apartment complex
- 1985 To
1987
- THE WRITER CORPORATION, Denver, CO
Vice President
- Directed the development Riverfront Festival Center and Willow Creek Shopping Center
 - Responsible for establishing the company's commercial division and directed the management of the company's non-residential assets
- 1979 To
1985
- BUELL DEVELOPMENT CORPORATION, Denver, CO
Executive Vice President
- Responsible for all management and development operations of this privately held \$100 million company
 - Commenced redevelopment of Cherry Creek Shopping Center from a 440,000 square foot community center to a 1,200,000 square feet regional mall
- 1972 To
1979
- FIRST OF DENVER (now part of Wells Fargo), Denver, Co
Loan Officer – Natural Resources
- Solely responsible for a \$360,000,000 Mineral Resources loan/deposit portfolio

SUMMARY: Over 40 years of development, financing, leasing, management and disposition experience. Developed, leased, managed and sold over 4,500,000 square feet of residential and commercial properties in Arizona, California, Colorado and Texas.

Michael Shinn & Associates, Inc.

Since the early seventies, Michael Shinn & Associates, Inc. has achieved national prominence in many areas of real estate investment, development, and brokerage.

Michael Shinn's progressive outlook has created a track record of one accomplishment after another. He built, and then owned for over ten years the nation's largest franchise in the Century 21 system, employing over 400 full-time sales agents in ten offices. Following that, Mr. Shinn successfully owned and operated a nine state region for Red Carpet Corporation of America. At one point, over 100 commercial and residential properties were owned and managed by Michael Shinn or his companies. He created Insurance World Corporation, which sold within two years of its inception for ten million dollars to a major insurance company. Several public stock companies have been built with Mr. Shinn's guidance and leadership.



Success leads to success. Michael Shinn & Associates, Inc., a Hawaii based real estate development firm, has evolved into one of the state's premiere developers specializing in luxury custom homes for the most discriminating buyer. In collaboration with master craftsmen, visionary architects, and innovative partnerships, Michael Shinn & Associates, Inc. has achieved a signature of quality, distinct from the rest. It represents a variety of interests including investors, partners, and financiers who band together to create only the finest properties that will enrich the lives of all who use them. Each home is a marvel of visual elegance and composition, designed for living, and catering to national and international clientele.

As a new generation of home design takes place, Michael Shinn & Associates, Inc. maintains a solid foundation of quality and excellence in the areas of investment, development, architectural design, and marketing.



MICHAEL L. SHINN

Since the early 1970's Michael Shinn has achieved national prominence in the development and operation of numerous companies.

Michael received a Bachelor of Science in business administration from the University of Montana in 1969 and completed post graduate studies toward an MBA at the University of Arizona in 1970.

In 1971, he founded Century 21 Michael Shinn & Associates as a franchisee of the Century 21 Corporation, and as president and CEO he managed the growth of that franchise from one office with three employees in 1974, to ten offices with over 400 associates in 1981. This made Michael Shinn & Associates the largest Century 21 franchise in North America of the 7,000 total offices. At one point, over 100 commercial and residential properties were owned and managed by Michael and his companies.

In 1981, Michael transferred his Century 21 franchise to the Red Carpet Real Estate Network by purchasing a nine state master franchise from the Red Carpet Corporation of America. He served as chairman of the board and CEO of Red Carpet of Midwest America for five years.

In 1980, Michael created Insurance World Corporation as a franchisor for independent agents. This company sold within two years of inception for ten million dollars to a major insurance company. This event proved to be one of the major franchise success stories of 1982.

During the next several years, Michael founded and served as chairman of the board for two other corporations. Technology 2000 Corporation was a large privately held company marketing consumer oriented high technology products. Under Michael's guidance, World of Computers, Inc. successfully completed a public offering in late 1983, and later became a leader in the nationwide franchising of retail computer stores. During the 1970's and 80's Michael was instrumental in the development of several other publicly and privately held companies.

In 1986, Michel moved to Hawaii with thoughts of retiring, however he rapidly evolved into one of the state's premier developers specializing in high-end custom homes. From 1986 through 1993 he completed twelve estates with a total value of over forty-four million dollars. In 1992 his efforts were recognized with the ultimate design award given by the American Institute of Architects. His Kahala estate was voted best single family residence built in all of Hawaii for that year.

Michael gained international recognition in 1993 when he was featured on "Lifestyles of the Rich and Famous". His entrepreneurial and building achievements have been displayed in over 100 publications in the course of the past twenty years.



ARCHITECTS, INC

PROJECT ASSIGNMENT

Principal in Charge

YEARS OF EXPERIENCE

Over 40 yrs.

REGISTRATION

Registered in 40 States

EDUCATION

Bachelor of Architecture
University of Arizona 1970

PROFESSIONAL AFFILIATIONS

Member – *American Institute of Architects (AIA)*

Certificate Holder – *National Council of Architectural Registration Boards (NCARB) 1987*

Member – *International Council of Shopping Centers (ICSC)*

ROBERT WARREN KUBICEK AIA, NCARB

BRIEF BIO

- Robert Kubicek is the founding Partner of RKAA and has over 40 years of experience with many national retail tenants including JCPenney, Sears, Kroger, Walgreen's, K-mart, Burlington Coat Factory, Safeway, Albertson's, LA Fitness, Ross, UPS, Fed-Ex, Chase Bank, and UA Theaters.



- Robert Kubicek was one of the first architects to receive the City of Phoenix Self-Certifications. The certification allows the holder to bypass much of the city's building review process.

EXPERIENCE

- Project Design and programming
- Land planning, zoning and Governmental processing
- Code Compliance
- ADA

COMMUNITY INVOLVEMENT

- Arizona Institute of Architects
- Arizona Food Marketing Institute
- International Council of Shopping Centers
- Lambda Alpha International
- The Construction Specifications Institute
- Valley Partnership

WORK EXPERIENCE

- Malls, specialties and power centers throughout the USA.
- Corporate and medical offices
- Multi-family and single family residential



A. DAVID GIBSON, ARCHITECT, NCARB
A. David Gibson, Architect, LLC

203 ½ Onyx Ave.
Newport Beach, CA 92662
480-330-7192
david@adgibsonarchitects.com

REGISTERED ARCHITECT/SENIOR DESIGNER/PROJECT MANAGER

Licensed in California, Arizona & Nevada

National Certification (NCARB)

David is a forward thinking architect/designer/project manager, with a proven track record of over 35 years for designing and managing multiple award winning projects. His expansive variety of projects include; commercial, educational, churches, high density multi-family residential, retail, hospitality, health care, single family custom and production homes in multiple states.

He has founded three different Architectural Firms spanning 20 years and has worked for world class international architectural firms, developers and construction companies producing award winning projects while utilizing cost saving design standardization and efficient value engineering skills.

He has served as the Regional Vice President of Architecture, for Pulte Homes and Del Webb, in charge of all new design in Arizona and Nevada. He had also served on the Design Review Board in Gilbert, Arizona for 16 years.



company overview

dck worldwide is a global construction company specializing in developing, managing, and building highly complex projects.

- Design-build, program and construction management, and general construction for public and private sector clients
- Headquartered in Pittsburgh, PA, with regional offices in CA, AZ, HI, FL, and Guam
- Operates throughout North America, Caribbean, Pacific, and Asia
- A construction leader – backed by 90+ years of history
- More than 1,000 professional and craft employees
- Consistently ranked in Top 100 in ENR's Top 400 Contractors List

dck's Global Footprint





Exceptional Safety Program

Education & Training

- Advanced Safety Education of Local Contractors & Workforce
- 10-Hour OSHA Outreach Training Program
- Compliance Training to U.S. & International Safety Standards
- Supervisory Training in Accident Reduction Techniques -- S.T.A.R.T.

Best Practices

- Pre-Planning Work Sessions
- Incentive and Reward Programs
- Certification Requirements
- Project Assessments – Culture & Compliance

Project Start-Up

- Accident Prevention Plans
- Activity Hazard Analyses
- Identify and Plan for High-Hazard Situations
- Employee Buy-In





dck
WORLDWIDE

Passavant Retention Construction, Philadelphia, PA

excellence in safety

dck's Safety Program

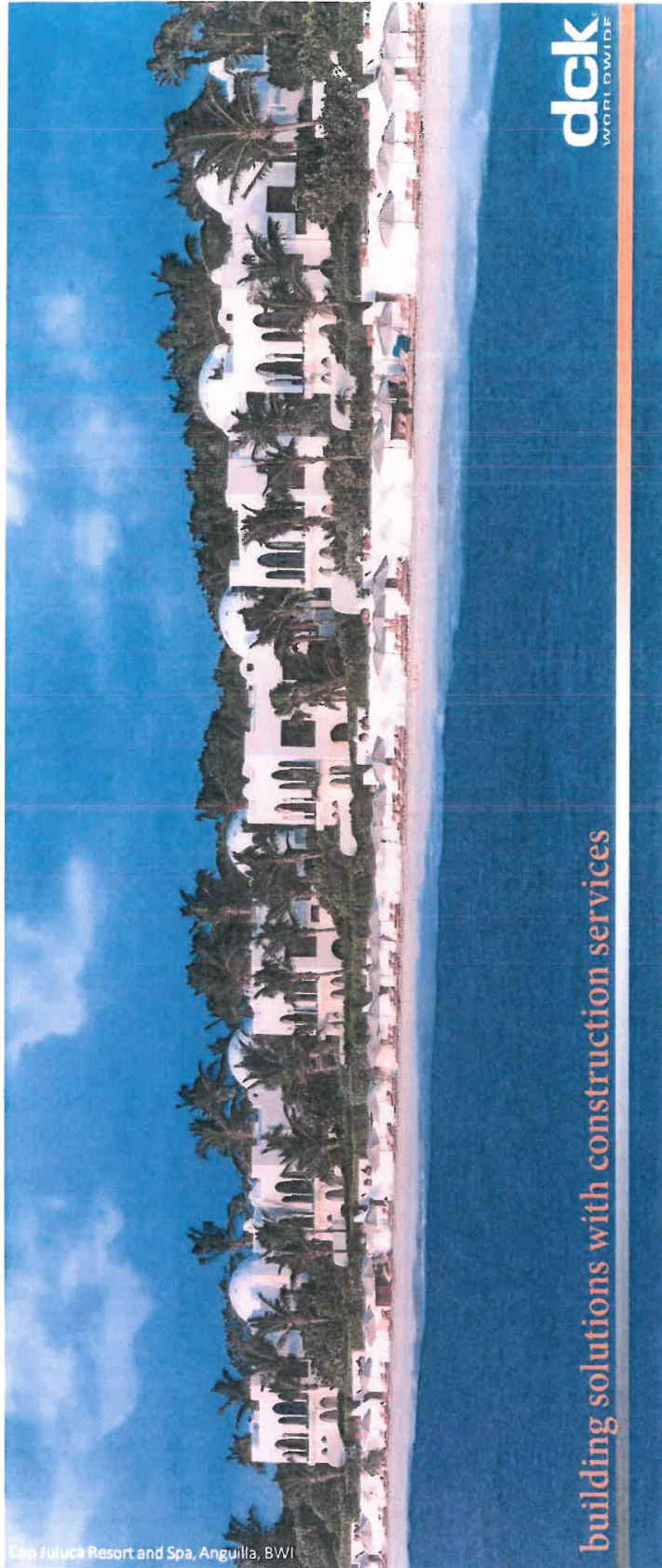
- Education & Training
- Best Practices
- Subcontractor Controls
- Top-Down Commitment

dck's Safety Awards

- More than 42 national and local construction safety awards since 2005
- Corporate member of Voluntary Protection Programs Participants' Association (VPPPA)
- OSHA VPP Star Status:
 - Howard M. Metzbaum U.S. Courthouse
 - Clifford Hollow Bridge
 - Clay Center for the Arts & Sciences
 - PNC Firstside Center
 - Mall of San Juan
- Over four years worked in Guam with more than 2.5 million manhours without a lost time injury

Safety is first at dck!					
	Industry Average	dck 2012	dck 2013	dck 2014	
LWDR	1.30	0.40	0.36	0.17	
DART	1.90	2.19	1.26	1.04	
RIR	3.30	3.38	1.81	1.39	
EMR	1.00	0.74	0.73	0.82	

* Statistics from U.S. Bureau of Labor, the most current statistics published are for the current year.
OSHA Lost Work Day Rate (LWDR) is an industry standard rate of lost work day cases per 200,000 man hours worked. OSHA Days Away from Work (DART) is an industry standard rate of days away from work cases per 200,000 man hours worked. OSHA Recordable Incident Rate (RIR) is an industry standard rate of recordable cases per 200,000 man hours worked. ** Experience Modification Rating (EMR) is a multiplier to determine Workers Compensation Insurance Premiums calculated upon previous losses by the National Council on Compensation Insurance. dck's EMR is well below the national average.



Ability to complete projects through expedited delivery and flexibility:

- Multiple contract formats: Design-Build, Design-Bid-Build, Design-Assist, Construction Manager at Risk, Construction Manager as Constructor, Program Manager
- Engineer – Procure – Construct (EPC)
- Global supply chain management
- Labor sourcing and management

Keys to success:

- Client-focused solutions
- Partnering – Clients and other stakeholders
- Constructability analysis
- Project controls & scheduling
- Integrated management information systems
- Self performance capability
- Zero accident safety philosophy
- Global network of labor and materials suppliers
- Conceptual and detailed estimating
- Subcontractor/vendor relationships across all regions

7

building solutions with construction services



F-35 Aircraft Maintenance Hangars, MCAS Yuma, AZ

General Construction

dck worldwide employees have an extensive knowledge of construction practices and project management best practices, as well as a dedication to completing high quality, on-time and safe projects with the goal of "Zero Accidents" for every project. We have successfully completed projects in diverse markets such as military and government facilities, commercial buildings, hospitality, healthcare, industrial, and transportation.

At dck, we assemble a select team of professionals to create and execute customized construction plans to meet our clients' objectives and intent for their projects.

We have expertise in disciplines such as:

- Project management
- Site work
- Foundations
- Concrete structures
- Steel erection
- Equipment installation
- Architectural finishes

Novato • Petaluma • Napa
www.millerpac.com

Miller Pacific
ENGINEERING GROUP

Complete Geotechnical, Geologic and Geo-Civil Engineering Services



Geotechnical and Geologic Services

Miller Pacific Engineering Group has been serving public and private sector clients, primarily in northern California, for over 20 years. Our experience enables us to provide clients with cost-effective solutions to achieve overall project goals.

Geotechnical Feasibility

- is the basis for a well thought-out project
- avoids environmentally sensitive or geologic hazard areas
- identifies the geotechnical opportunities and constraints
- develops conceptual solutions for site specific conditions
- aids in conceptual design, project planning and cost estimating

Geotechnical Planning



Geotechnical and Geologic Hazards Analysis

- evaluates site specific conditions for hazards
- determines earthquake and fault movement potential
- estimates seismic ground motion for design
- checks potential for liquefaction, lurching and seismic settlement
- evaluates slope stability, erosion, settlement and soil expansion

Seismic Review and Evaluation



Geotechnical Exploration and Testing

- exploration drilling and undisturbed soil sampling
- cone penetration testing
- seismic refraction surveys
- slope inclinometers and ground water monitoring
- rock coring
- laboratory testing for physical properties

Geotechnical Exploration and Testing



Engineering

- site grading recommendations
- evaluation of foundation and retaining wall alternatives
- design criteria for foundations and walls
- settlement analysis
- slope stability analysis
- seismic response analysis
- subsurface drainage recommendations

Foundation Design



Geo-Civil Engineering and Construction Services

For Geotechnical projects, Miller Pacific Engineering Group offers complete Geo-Civil Engineering services. We provide a single source of engineering, from initial site evaluation through project completion. Our services include site investigation, engineering evaluation, design plans, specifications, cost estimates, bidding and construction management.

Geo-Civil Engineering

- retaining structures
- landslide reconstruction
- foundation repair
- levee and reinforced earth construction
- soil stabilization
- shoreline protection
- synthetic turf field design

Construction Services

- plan reviews
- geotechnical submittal reviews
- QA/QC laboratory testing
- earthwork inspection and compaction testing
- pile driving inspection
- drilled pier inspection and confirmation of subsurface conditions
- foundation excavation inspection and earth reinforcement monitoring
- subdrain design and verification
- concrete sampling and testing
- summary reports and/or as-built plans

*Pedestrian and
Vehicular Bridges*



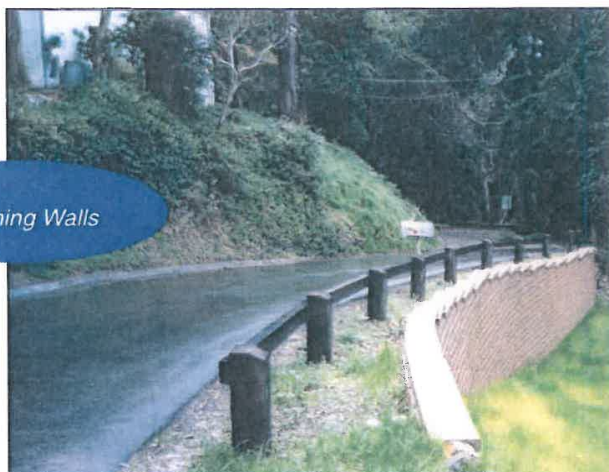
*Landslide
Reconstruction*



*Levee Design
and Shore Protection*



Retaining Walls



504 Redwood Blvd.
Suite 220
NOVATO, California 94947
T 415 / 382-3444
F 415 / 382-3450

1333 No. McDowell Blvd.
Suite C
PETALUMA, California 94954
T 707 / 765-6140
F 707 / 765-6222

135 Camino Dorado
Suite 3
NAPA, California 94558
T 707 / 265-7936
F 707 / 265-7982

Miller Pacific ENGINEERING GROUP

We appreciate the confidence of the clients and co-professionals we have recently served:

Amerifund Lending Group
A-N West
Anchor Engineering
Applied Water Resources
Artesian Environmental
Athenian School
Axt & Mitchell Architects
Balance Hydrologics
Barker Pacific Group
Basin Street Properties
Baycor Builders
Beals Alliance
Bellecci & Associates, Inc.
Beresford Corporation
Biggs Cardosa Associates
BioMarin Pharmaceutical
BKF Engineers
Bolinas Fire Protection District
Brelje & Race Consulting
Brookfield Homes
Brown and Caldwell
Buck Institute for Age Research
CA Board for Professional Eng.
California Quartet
California State Parks and Rec.
California Water Company
California Wine Tours
Callander Associates
Carducci & Associates, Inc.
Carlie Macy
Catholic Diocese of Santa Rosa
Cedars of Marin
Central Marin Sanitation Agency
CH2M/Hill
Channel Properties
Christopherson Homes
City of Belvedere
City of Berkeley
City of Cloverdale
City of Cotati
City of Fairfield
City of Larkspur
City of Mill Valley
City of Napa
City of Novato
City of Petaluma
City of Piedmont
City of San Anselmo
City of San Rafael
City of Sausalito
City of Santa Rosa
City of Vacaville
City of Vallejo
Clover-Stornetta Dairies
College of Marin
Colvin Group
Congregation Shomrei Torah
Contra Costa College
Conversion Management Assoc.
Cotati Unified School District
County of Lake

County of Marin
County of Napa
County of Sonoma
Covello Group
Craiker Architects & Planners Inc
CSW/Stuber Stroeh
Dashiell Corporation
De La Salle High School
Dillon Beach
Domaine Chandon Winery
Dome Construction Corporation
Dominican University
Dry Creek Band of Pomo Indians
Dutra Materials
EDAW, Inc. Env. Planners
Emerald Bay Development
ESA
FieldTurf International, Inc.
Firemans Fund Insurance Co.
Fitzgerald & Associates
Forell Elsassor Engineers
Form4 Architecture
Freitas Law Firm
Gannett Fleming
Gates & Associates
George Hills Company
Ghiolotti Construction Company
Ghirardelli Associates
Glass Architects
Golden Gate Bridge Transport.
Gravenstein School District
Great Western Holdings
Guide Dogs for the Blind
Hanson Aggregates
Hanson Bridgett
Harris & Associates
HartMarin
Hayward Park District
HCV Pacific Investors VI
HDR Engineering
Healdsburg USD
Horizon Management Group
Hudson Management Company
Insurance Consulting Associates
J.A.M.S. Endispute
Jones & Stokes
Kamman Hydrology & Eng.
Kendall-Jackson
Kennedy Jenks Consultants
Kenwood Inn & Spa
Kitchell, CEM
King & Gordon Attorneys at Law
KPA Group
Knox Rickson
La Terra Trifoglio
Larkspur Capital Partners
Larkspur School District
Las Gallinas Valley Sanitary Dist.
Law Offices of Alan Mayer
Law Offices of Ann Rankin
Law Offices of David F. Beach

Law Offices Frederick Peterson
Law Offices Newton DalPoggetto
La-Z-Boy Retail Showroom
Leana Investments
Ledor Construction
Leonard Charles & Associates
LSA Associates
Lunny Grading and Paving
Maggiora & Ghiolotti Inc.
Marin Academy
Marin City Affordable Housing
Marin Coast Ranch
Marin Country Day School
Marin County Office of Education
Marin Municipal Water District
Marshall / Lee Inc. Architects
Meadow Club
Mendocino County Office Ed
Millsap, Degnan and Associates
Monahan Pacific Development
Montalvan Enterprises
Morrison & Foerster
Mt. Tamalpais School
Napa County Office of Education
Napa Resort Partners
Napa Valley Unified School
Napa Valley Wine Train
National Park Service
North Bay Construction
North Marin Water District
Notre Dame de Namur University
Novato Community Development
Novato Unified School District
Novato Sanitary District
Nute Engineering
Oakford Vineyards
Oberkamper & Associates
ODoul Group
Olive Construction Management
Orinda Union School District
Osterweis Capital Management
Pacific Municipal Consultants
Pandell Law Firm
Paradise Hotels and Resorts
Park Day School
Petaluma City Schools
Petaluma Ecumenical Properties
Petaluma Golf and Country Club
Petaluma Parks & Recreation
Powar Management
Presidio Trust
Presley of No. California
Principal Builders
Quattrocchi Kwok Architects
Questa Engineers
Ragghianti - Freitas
Richhorse Constructors, Inc.
Richardson Bay Sanitary District
Rincon Valley Union Schools
River Rock Casino
RMC Water and Environment

Roger. Scott & Helmer
Ross Stores
Ross Valley Sanitary District
Royston Hanamoto Ailey & Abey
RWR Construction
Salinas High School
Salvation Army Petaluma Corps
San Francisco Seminary
San Rafael Sanitation District
Sanitary District No. 1
Santa Rosa City Schools
Santa Rosa Junior College
Sara Lee Bakery Group
Sausalito Marin City Schools
Seascope Homeowners Assoc.
Sewerage Agency of S Marin
SFE Design, Inc.
Shasta Enterprises
Sharp Property Services
Shoreline Unified School District
Slide Ranch
Smith & Hawken
Smith and Walsh
Solano County Transportation
Solit Interest Groups
Sonoma County Hospital
Sonora Union High School
Spud Point Crab Company
St Munson Construction
St. Vincent de Paul Church
Starkweather Bondy
Stetson Engineers
Stone Tree Golf Course
Sutter Health / Novato Hospital
Tamalpais Bank
Tamalpais Union High School
Tanaka Design Group
Tatum Builders
Team Ghiolotti
Tiburon Peninsula Club
Torom Group
Town of Corte Madera
Town of Danville
Town of Fairfax
Town of Moraga
Town of Ross
Town of San Anselmo
Town of Tiburon
TST Holdings
Tudor Engineering
Turner Construction
U.S. Army Corps of Engineers-SF
Ukiah Utilities
Vali Cooper & Associates
Village Builders
Waste Management
Wiseman Company Martin Plaza
Winzler & Kelly, Civil Engineers
ZFA, Structural Engineers

	M P E G Miller Pacific Engineering Group	CURRICULUM VITAE
	135 CAMINO DORADO, Suite 3 Napa, CA 94558 707/265-7936	MICHAEL MORISOLI



Registration

Geotechnical Engineer
No. 2541, CA, 2001

Civil Engineer
No. 55908, CA, 1996

Education

MSCE, Geotechnical
Engineering
U.C. Davis
Davis, CA, 1995

BSCE, Civil
Engineering, California
Polytechnic San Luis
Obispo, CA, 1992

Memberships

California Polytechnic,
Industrial Advisory
Board

ASCE, American
Society of Civil
Engineers

ASFE, Professional
Firms Practicing in the
Geosciences

ACEC of California,
American Council of
Engineering
Companies.
(Past Chapter
President)

Experience Summary

Mr. Morisoli is Managing Engineer for the firm's Napa/Solano office and serves as the Senior Project Manager for numerous and varied Geotechnical and Geo-Civil projects throughout the San Francisco Bay Area. His geotechnical investigations range from schools, commercial developments, and residential structures, to landslide causation, and distressed structural foundations. His projects have included sites underlain with deep bay mud deposits, sites underlain by expansive soils, and sites with questionable slope stability.

Mike's experience in the Napa/Napa County area includes successful completion of nearly 250 projects with the County and about 50 projects within the Napa City limits. These projects include sites near the Napa River that required significant liquefaction mitigation measures and expansive soil sites that exist through the Napa Valley. Heavily-loaded pavements or high traffic loads have been considered in many of the projects, including "on-call" projects for Napa County including repaving of portions of the Silverado Trail to the design of the new Devlin Road and bridge near Napa Airport.

One major project included providing a broad range of services for a major over crossing of Highway 101 north of Novato. Services included a geologic study, geotechnical investigation, asbestos, lead and pavement evaluation, and construction services. Foundations and materials reports were prepared in Caltrans format. Miller Pacific provided geotechnical consultation, inspection and testing during construction.



Mike's "local" projects include the following:

- Napa River Restoration, including geotechnical design for Reaches 1-4 and construction testing from 2010 to 2013.
- LBRID 2014 Wastewater Storage and Disposal Expansion Project, includes construction testing of three new ponds and ancillary work.
- Napa College Bond Projects. Seven new buildings, including a large new performing arts center, pavement repairs and other infrastructure improvements.
- Napa County Devlin Road Segments "C" and "E". Design work and construction testing for a new roadway and bridge to alleviate some traffic loads on Highway 29 near the Napa Airport
- Napa Riverfront, four stories of above ground retail and residential space and two floors of underground parking immediately adjacent to the Napa River.
- Winery and vineyard development projects, including Marciano, Dalla Valle, Kendall Jackson, Artesa, Amizetta, Palmaz, Greer, Vine Hill and others.
- Napa Vine Trail, a 6+ mile long multi-use pathway with bridge spans up to 140 feet.
- New buildings, pavement repairs and other improvements for Napa Valley Unified School District and St. Helena Unified School District.
- Pavement recycling/repair and utility underground projects for the Town of Yountville and City of American Canyon.
- Napa County on-call, including a wide range of landslide, roadway, airport and culvert repair/replacement projects, including Las Amigas Road, Oakville Grade, Stag's Leap, Old Howell Mountain, Tower Road and Mt. Veeder Road.



RÉSUMÉ



Andrew Simpson, P.E.
President

Education:

University of California, Davis
Bachelor of Science
College of Engineering (Civil Engineering)
June 1997

University of Illinois, Urbana-Champaign
Bachelor of Arts
College of Liberal Arts and Sciences (Political Science)
December 1986

Professional Registration:

Registered Civil Engineer - California - R.C.E. 62537

Professional Experience:

September 2001 - Present
Delta Consulting & Engineering, St. Helena, CA
President

- Established firm to provide attention to detail and practical solutions for small commercial and single family home developments, small winery designs and use permit processing, vineyard development and design, lot line adjustment processing, and to perform property due diligence in Napa Valley.

July 2000 - September 2001
Napa Valley Vineyard Engineering, St. Helena, CA
Project Manager

- Responsible for vineyard development and erosion control plans including the preparation of hydrology and hydraulic analysis, vineyard layout, access roads, soil loss estimations, coordination with surveyors, registered foresters, vineyard managers, and clients. Mr. Simpson worked with County of Napa staff to seek approval of plans.

August 1997 - July 2000
Riechers Spence & Associates, Napa, CA
Project Engineer

- Prepared engineered improvement plans for residential, commercial and agricultural development including site design, water systems, sewage collection and disposal systems, storm drainage, roadway design and flood protection. Processed and prepared highway improvement plans. Extensive background in vineyard development and design, winery use permit processing, winery design, lot line adjustments, large grading projects, hillside single family home design and erosion control, subdivisions, large commercial development, and property due diligence.

Representative Projects

The French Laundry, Yountville, California
Mr. Simpson was the engineer in charge of the civil improvement plans for the remodeling of the existing restaurant and construction of the new office/wine storage building, locker rooms, parking lot, and landscape drainage system. Project challenges included a strict timeline and limited size of the parcel. Mr. Simpson designed an innovative and cost effective drainage system to solve the on-going (to date)



stormwater problems encountered on the site. Mr. Simpson worked closely with the architect, surveyor, landscape architect, contractor, and owner to meet the project timeline and respond to any field emergencies which occurred during construction.

Caldwell Winery, Napa, CA

Mr. Simpson managed the civil design of a 25,000 gallon winery, which included coordination with the client, architect, winemaker, and contractor. The work included use permit exhibits and consulting, the preparation of the civil improvement plans for the access road, grading, drainage, and utility plans, and erosion control plan for the winery. Mr. Simpson also prepared a water use study in response to the water constraints caused by the Miliken-Sarco-Toulouay water deficient basin which the parcel lies within. Mr. Simpson met with neighbor's legal representatives and negotiated an agreement for the use of the common access drive to the subject parcel. To avoid unnecessary removal of native trees and excessive earthwork, Mr. Simpson applied for and obtained a road exception with the County of Napa.

Judd's Hill Winery, Napa, CA

Mr. Simpson was the engineer in charge of the 25,000 gallon winery civil design which included coordination with the owner's use permit consultant and preparation of a septic feasibility and water studies, and exhibits; preparation of the civil improvement plans for the winery site and access road including grading, drainage, utility, erosion control, and hardscape plans.

Two Rocks Winery, St. Helena, CA

Mr. Simpson was the engineer responsible for the civil design of a 20,000 gallon winery; which included coordination with the owner's use permit consultant and preparation of a septic feasibility and water studies, and exhibits; preparation of the civil improvement plans for the winery site and access road including grading, drainage, utility, erosion control, and hardscape plans. The project included the coordination with the client, surveyor, architect, and contractor.

Pride Mountain Vineyards, St. Helena, CA

Mr. Simpson was the engineer in charge of the civil design and preparation of the civil improvement plans for new winery tasting room. Plans included a new access road, septic lift station, extensive grading and retaining walls; coordination with the project architect, owner, contractor, and landscape architect. The plans included site demolition, regrading for the building and new access road, relocation of existing utilities, detailed grading plan due to the sloping nature of the site.

Hundred Acre Winery, St. Helena, CA

Mr. Simpson designed and prepared the civil improvement plans for a 15,000 gallon winery; which included septic system design and erosion control plan for the cave contractor to winterize the site. Mr. Simpson provided use permit processing assistance and consulting. In addition, Mr. Simpson coordinated with other consultants, including surveyors, mechanical engineers, electrical engineers and contractors. Mr. Simpson acted as a liaison between the client and Napa County officials to address the sensitivity in proximity to a blue line creek.

William Cole Winery, St. Helena, CA

Mr. Simpson provided use permit processing assistance and consulting for a 20,000 gallon winery in the historic Weinberger Winery (1876). Mr. Simpson designed an onsite septic system and assisted with design of civil improvements

Harrison Winery, St. Helena, CA

In response to a condition of approval on the approved use permit, Mr. Simpson prepared plans for a left-hand turn lane on State Highway 128 (Cal-Trans Project). This project involved numerous correspondences with Cal-Trans and various meetings at the site. Mr. Simpson worked diligently with the client to identify constraints and recommend solutions to meet Cal-Trans requirements. In addition to civil improvement plans, Mr. Simpson prepared exhibits for the client representative and meetings with the County of Napa.

Whiting's Nursery, St. Helena, CA

Mr. Simpson provided grading, drainage, utility, and erosion control plan preparation for the relocated nursery. The project posed numerous challenges including extremely flat contours and no obvious location for stormwater outfall. Mr. Simpson worked with neighboring property owners to obtain permission to discharge the stormwater in vineyards via an at-grade swale. Mr. Simpson's prompt response to the

challenges reduced costs to the client and allowed the project to progress in a timely manner.

Masked Man Winery, Calistoga, CA

Mr. Simpson supplied use permit assistance and consulting for a new 20,000 gallon per year winery. Mr. Simpson prepared septic and water feasibility studies and engineered septic plans.

Napa National Bank, Napa, CA

Mr. Simpson prepared grading, drainage, utility, and erosion control plans for the new bank building. Mr. Simpson was involved in extensive negotiations with the City of Napa Public Works Department regarding storm drainage, access to site from existing street, and the future extension of Big Ranch Road to Soscol Avenue.

PH: 707 963 8455 | FX: 707 963 8526

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SWRG

SWRG has assembled a dynamic group of talented professionals who have experience in all facets of commercial real estate. As times change, diverse experience is key, allowing Southwest Retail Group the ability to provide complete real estate assistance. We strive to acquire, develop, market, manage, lease, and sell today's most sought after real estate in the commercial arena. Southwest Retail Group's success in these areas is result of a strong foundation of affiliate lending institutions, commercial brokers, private investors, restaurant and retail tenants.

At Southwest Retail Group, Inc., we understand the fluctuating commercial market and position ourselves to maintain strategic advantages over our competition. Our track record during multiple market downturns over the past 27 years has proven our ability to remain agile.



Since its inception, Southwest Retail Group has developed and/or managed traditional neighborhoods, power center, specialty mixed-use and office projects. Recent projects include: High Street in North Scottsdale, the redevelopment of the Old Town Scottsdale District, the historic Tempe Flour Mill, Historical Main Street in Park City, Utah, and Brickyard on Mill Ave in Tempe. A recurring and important theme in each of our projects is the quality of their build-outs and their locations within highly sought after destinations throughout the Valley of the Sun and the Southwest. As an example, CityNorth, a Thomas J. Klutznick/Related Company development, is a mixed use project with over 8 million square feet of retail, office, hotel, and restaurant space developed and/or entitled for future phases.

Southwest Retail Group has led the redevelopment of many projects, notably affluent market boutique shopping centers that have been highly successful. Southwest Retail Group has been responsible for leasing several million square feet of retail over a 27-year history and continues to honor its tradition of intelligent planning, aggressive leasing, and a passion to achieve success for all involved.

Expertise

Sales & Leasing

SWRG is a full service real estate brokerage firm. In managing a property, we gain an added edge of knowing all the moving parts therein. For this reason we are very capable of offering our leasing services. Having a one stop shop for commercial real estate care is truly the answer to protecting your investment. Our market experience can assist you in finding the right tenant for any vacancy that may occur. Southwest Retail Group, Inc. has proven to be incredibly successful at generating and negotiating transactions for all types of commercial properties.

Construction Management

In today's highly volatile and costly commercial construction market, the resources and creative ideas we provide turn conceptual ideas into finished products. From pro forma's to contractor referrals, we can bridge any gap that our clients may experience in today in the commercial construction market. The most important aspect of our services is our experience in knowing how to "Maximize Retail." Southwest Retail Group, Inc. knows what today's tenant is demanding and knows how to achieve the highest rents.

Property Management

Property management is the cornerstone of our company. We establish a harmony between clients, tenants, and vendors to provide a seamless, smooth running operation. Through experience, dedication, and advanced technology, we know what it takes to make retail perform. Services include monthly status reports, routine maintenance, legal services, marketing and advertising, digital billing, accounting services, and much more. We have serviced the Valley for over 25 years and are currently managing over one million square feet.

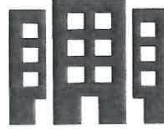
Asset Management

Southwest Retail Group, Inc. primary concern in asset management is to create wealth, all our clients. Though wise investing in commercial real estate, our clients enjoy long term financial stability and growth. SWRG excels in increasing value, reduce operating expenses, and maximize net income.

Clientele



5th & Wine	AJ's Fine Foods	Albertsons	America's Taco Shop
Arby's	ATL Wings	AZ 88	Baja Fresh
Bandera	Barrel Grill	Blue Adobe	Blue Burrito
Blue Martini	Blue Moose	Boston Market	Buca Di Bepo
Buffalo Wild Wings	Calistro Bistro	Canteen	Caraba
Carlucci's	Celsius Sushi	Chipotle	Claim Jumper
Coffee Bean	Coffee Plantation	Cold Stone	Corbins
Cranberries	Delux	Denny's	Dicks Hideaway
Dirty Drummer	Distro	Eddies House	Einstein Bagels
Firehouse Subs	Flancers	Flat Top Grill	Flemings
Fry's	Furio	Gelato Spot	Grimaldis
Heirloom	How Do You Roll?	Humble Pie	IHOP
Il Bosco Pizza	Jamba Juice	Julio G's	Keegan's
KFC	Kona Grill	Krispy Kreme	La Boca
LGO Marketplace	Ling & Louise	Little Woodies	Lush Burger
M Culinary	McDonalds	Mellow Mushroom	Michaels
North	NYPD Pizza	Ocean Prime	Oregano's
Outback Steakhouse	Over Easy	Pane Bianco	Papa Johns
Paradise Bakery	Pei Way	Phillies Famous	Phoenix City Grille
Pies N More	Pita Jungle	Pizza Hut	Pizzeria Bianco
Pomo	Postino's	Potbelly	Prime 16
Prime Pizza	Quiznos	Ra Sushi	Richardson's
Roy's	Rula Bula	Sack's	Salty Señiorita
SmashBurger	Starbucks	Subway	The Attic
The Arcadia Tavern	The Vig	Toby Keiths Bar	Z-Tejas



1st National Bank	99 Cent Store	Accuquest Hearing Center	Alamo Drafthouse Cinema's
AMC Theaters	AMF Lanes	Animal Hospital of Laveen	Aspen Hills Cabinetry
Auto Equity Loans	AutoZone	Bank of America	Barnes and Noble
Bayshore Dental Group	Bed Bath and Beyond	Best Buy	BevMo
Blockbuster	Brook's Brother's	C & F Countertops	Cactus Crossfit
Camelback Mountain Med	Carousel Cleaners	Chase Bank	Buckeye Checking
Cigar Smok'em	Circle K	Citi Financial	City of Phoenix
Cool Cutz 4 Kids	Costco	CVS	Danny's Car Wash
DCI Biological	Discount Tire Co.	Dolce Salon and Spa	Eastern Art Academy
European Wax	First Bank	Geico	GG&D Financial
Goodwill	Goodyear Tire	Harkins Theaters	Hi-Health
Hillshire Brands	Home Depot	Joann's	KinderCare
La Petite Academy	Lazy Boy	Liberty Tax	Linens & Things
Lowe's	Lucky Strike	Mac Media	Make a Wish Foundation
Max it Pawn	Michaels	Mid First Bank	Office Depot
Office Max	Old Navy	Osco Drug	Petco
Photo Mart	Pier 1	Pima Medical	Polar Ice
Primp & Blow	Pruitts	R & S Mattress	Ross
Sam's Club	Savers	Say It In Signs	Shade at Desert Ridge
Sports Clips	Sprouts Marketplace	Staples	Target
The Joint	The Pharm	TJ Maxx	T-Mobile
Town Wine & Spirits	Trader Joe's	Tutor Time	Union Market
United Artist Theater	US Bank	Verizon	V's Barbershop
Walgreens	Walmart	Weave Bar of ATL	Wells Fargo
White House Black Market	Xerox	YouFit	Z Gallery

PHIL HOPE BIO

Phil Hope is Managing Partner of Hope Development Partners, a real estate development firm active in Phoenix, Arizona and Granbury, Texas.

Phil's commercial real estate career began in the Beverly Hills, California office of Grubb & Ellis Company before eventually moving into management in the Torrance/South Bay office of the firm. After five years in Southern California an opportunity arose to become the marketing partner for Houston-based Hines Industrial's office in Tulsa, Oklahoma. Charged with responsibility for business development, project leasing and new markets, under Phil's guidance a number of major office and retail projects were completed successfully in Tulsa, Oklahoma City and Albuquerque.

Relocating to Phoenix in 1985, Phil and several former associates from Hines formed Barker/Mashburn-Hope, Ltd., building office and retail centers in Phoenix and Scottsdale. The firm is best known for developing regional headquarters for Cigna Healthcare and Southwest Gas Corporation, plus the award winning retail venue, The Courtyard Shops. Subsequently, Mashburn-Hope, Ltd. conceived and created what would become The Scottsdale Waterfront, a 1.2 million square-foot mixed-use office, retail and residential project in downtown Scottsdale, Arizona.

In 2000 Phil organized his own company, Hope Development Partners. The firm is active in Arizona and in the Granbury, Texas market. Current development includes **DeCordova Ranch**, a 185 acre master planned residential community; **Stonegate on Lake Granbury**, a 40 unit luxury town home community; and **Cobblestone Court**, a mid-priced garden home subdivision.

Over the years Phil has played a major role in the development, construction, management, marketing and leasing of more than 1,500,000 s.f. of commercial, residential and retail projects. His portfolio of corporate and retail clients include Cigna Healthcare, Liberty Mutual, Southwest Gas Corporation, GMAC Credit, Aetna Life & Casualty, Mitsubishi Corp., Wells Fargo Credit, Mass. Mutual, Borders Books, TGI Friday's, Cheesecake Factory, Tommy Bahama, etc.

Phil is a member of the International Council of Shopping Centers, Urban Land Institute, and is a graduate of the University of Oklahoma. He resides in Phoenix, Arizona.

**Kenneth J. Cohen
JRA Law Partners, LLP
450 Pacific Avenue, Suite 200
San Francisco, California 94133**

Law School: Stanford University (Order of the Coif)

Undergraduate: Pomona College (Honors)

Admitted to Bar: 1982

Ken Cohen's practice focuses on real estate law, with an emphasis on real property transactions, land use and development. As counsel to a variety of real estate asset managers, owners and developers, he has advised clients in acquiring, operating and developing projects throughout California, as well as in other Western states. His experience includes a broad array of real property development properties and transactions, including purchase and option transactions, acquisition, development and sale of all types of property (raw or entitled land; resort properties; residential developments; office buildings; retail properties), and formation of investment entities.

Representative Properties and Projects:

Rincon Center, San Francisco

Montalcino at Napa Valley Resort, Napa County

Westin Verasa Napa, Napa

222 Kearny Street, San Francisco

530 Bush Street, San Francisco

Sacramento Hyatt Regency, Sacramento

Crown Plaza Hotel, Ventura, California

The Resort at Squaw Creek, Placer County

Port Ludlow Resort, Olympic Peninsula, Washington

Madera del Presidio, Corte Madera, California

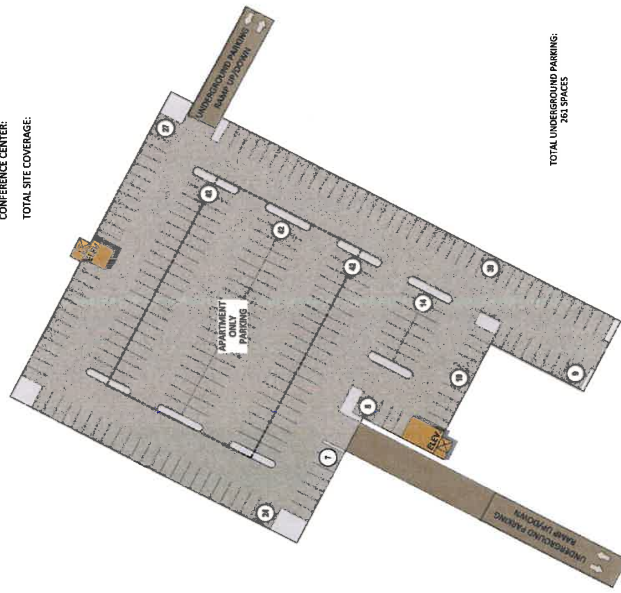
The Preserve at Tiburon

Wiedemann Ranch Residential Community, Contra Costa County

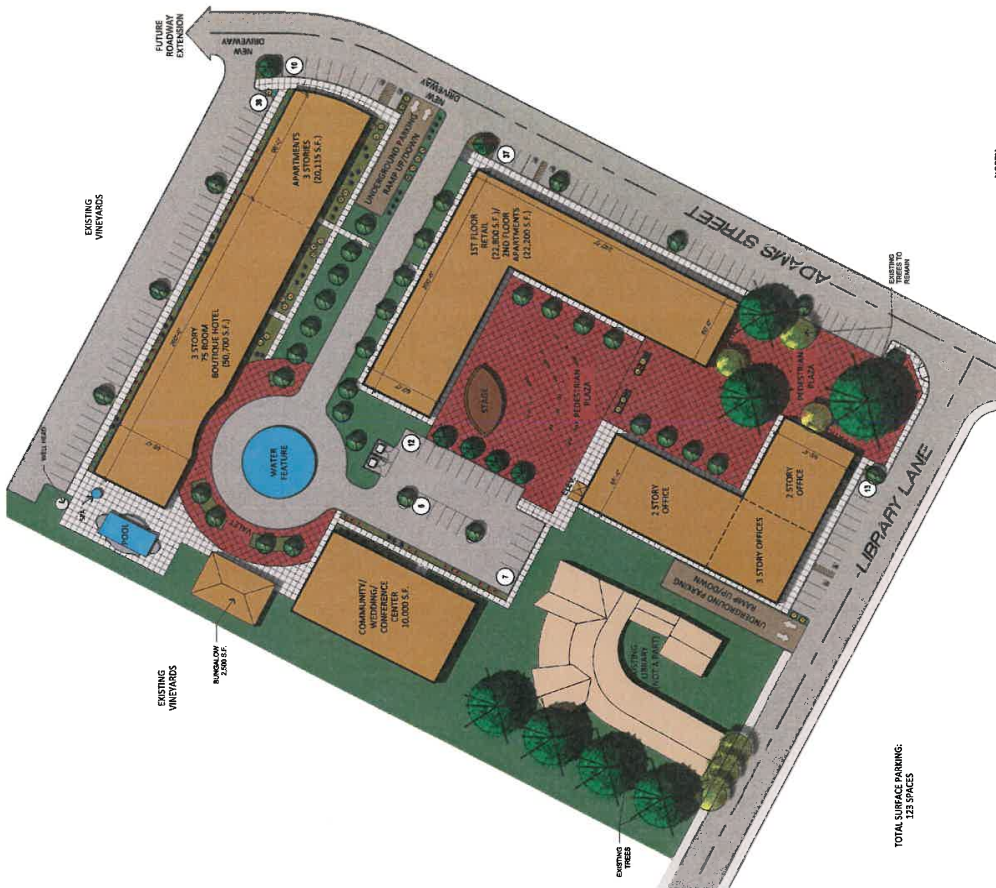
APPENDIX D

SITE COVERAGE

NET SITE AREA:	5.6 ACRES (243,996 SF)
APARTMENTS:	2.7%
HOTEL:	6.5%
RETAIL:	11.4%
OFFICE:	4.0%
BUNGALOW:	1.0%
CONFERENCE CENTER:	4.1%
TOTAL SITE COVERAGE:	30.8%



CONCEPT SITE PLAN (UNDERGROUND)
SCALE: 1" = 40'-0"



TOTAL SURFACE PARKING: 125 SPACES

CONCEPT SITE PLAN (ON GRADE)
SCALE: 1" = 40'-0"



THE VILLAGE AT SAINT HELENA
NWC ADAMS STREET AND LIBRARY LANE
ST. HELENA, CA
DATE: 08-15-2016 (PRELIMINARY)

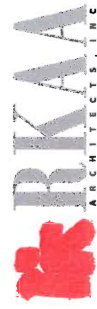


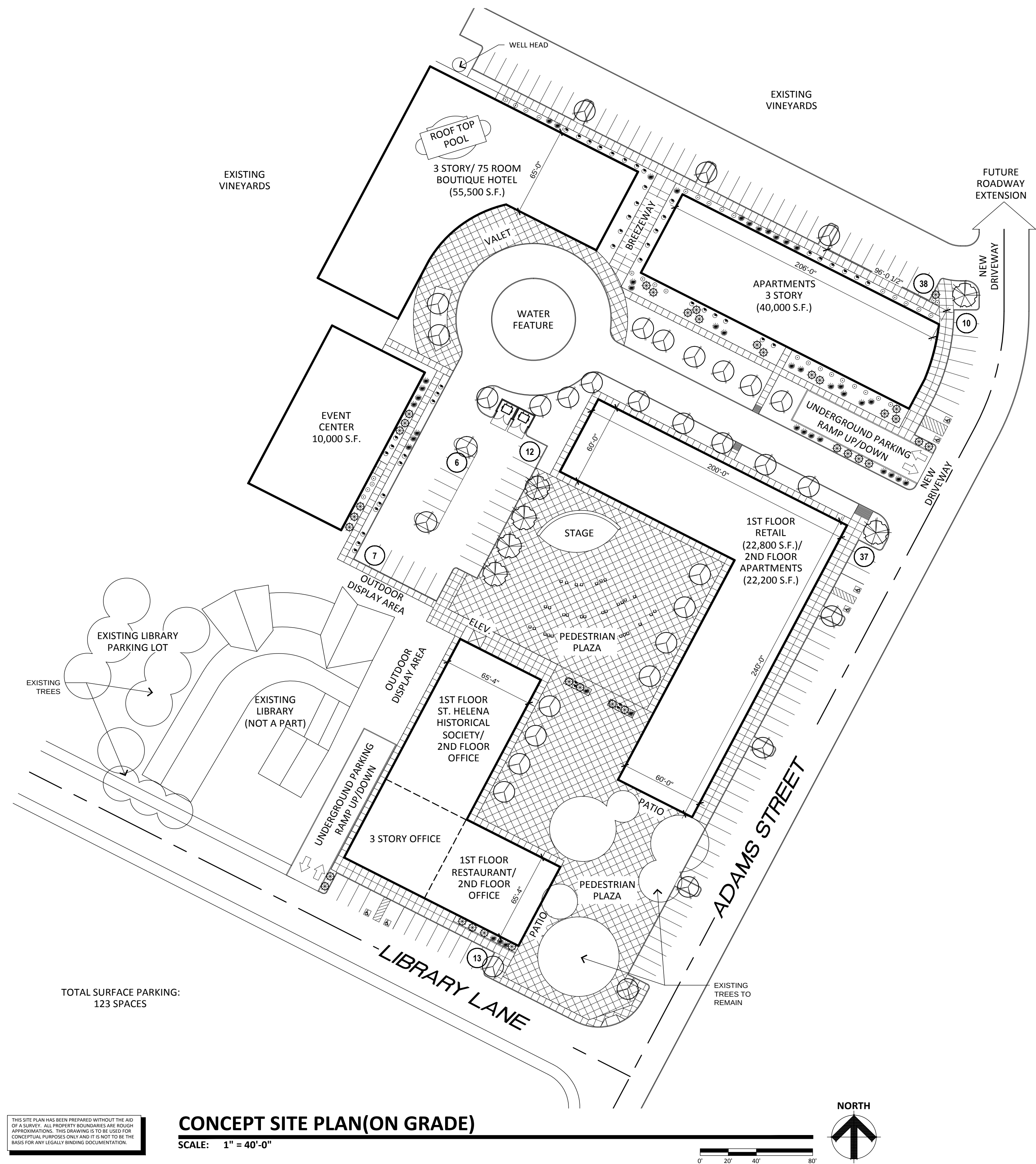
APPENDIX E



THE VILLAGE AT ST. HELENA
NWC ADAMS STREET AND LIBRARY LANE
ST. HELENA, CA
DATE: 08-15-2016 (PRELIMINARY)

EL-1
RKAA# 15157.50

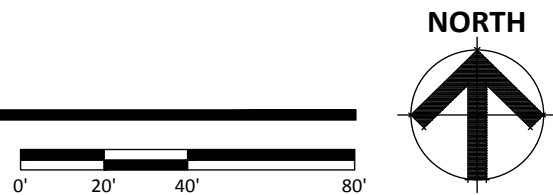




TOTAL SURFACE PARKING:
123 SPACES

THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE AID OF A SURVEY. ALL PROPERTY BOUNDARIES ARE ROUGH APPROXIMATIONS. THIS DRAWING IS TO BE USED FOR CONCEPTUAL PURPOSES ONLY AND IT IS NOT TO BE THE BASIS FOR ANY LEGALLY BINDING DOCUMENTATION.

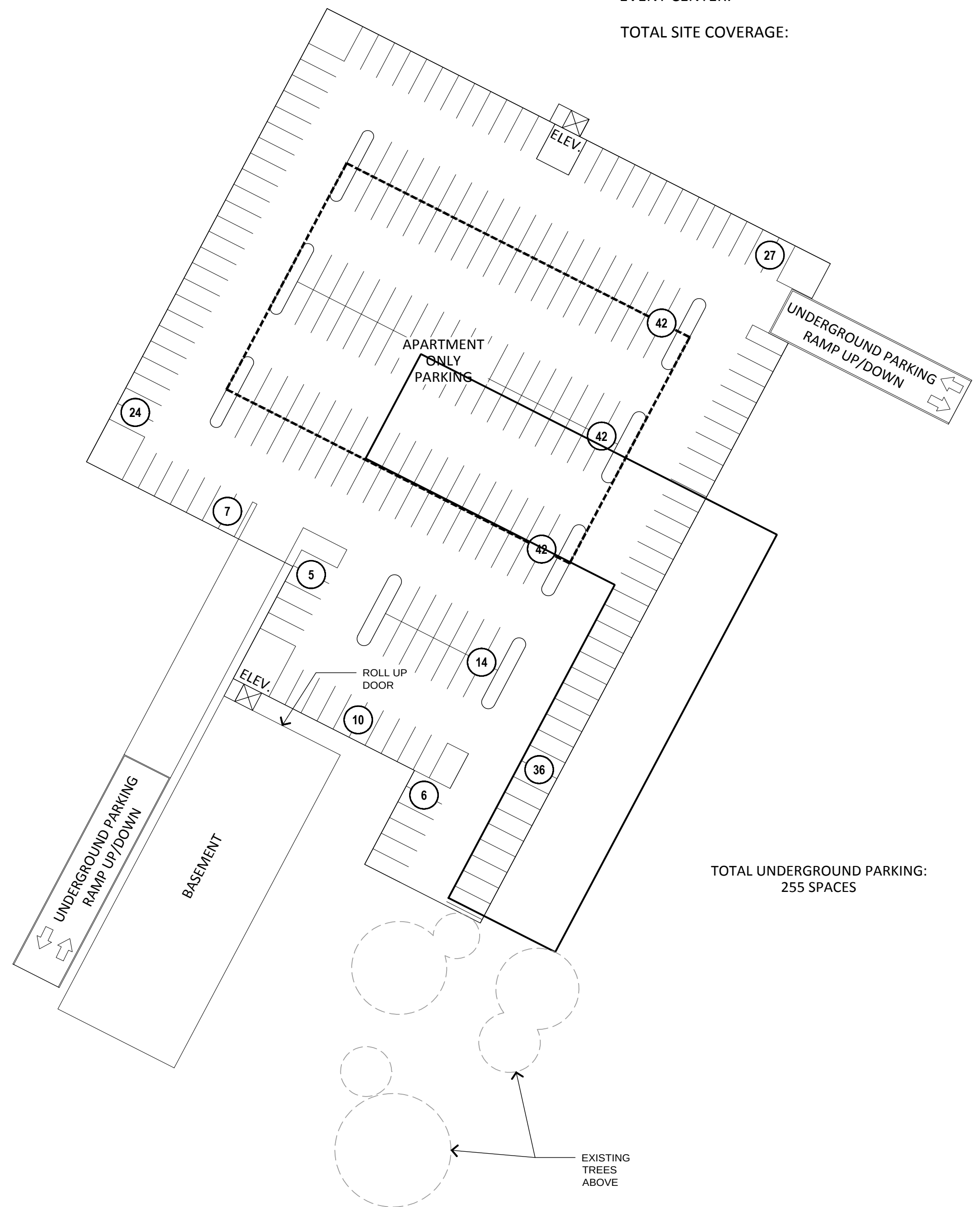
CONCEPT SITE PLAN(ON GRADE)
SCALE: 1" = 40'-0"



THE VILLAGE AT ST. HELENA
NWC ADAMS STREET AND LIBRARY LANE
ST. HELENA, CA
DATE: 09-27-2016 (PRELIMINARY)

SITE COVERAGE

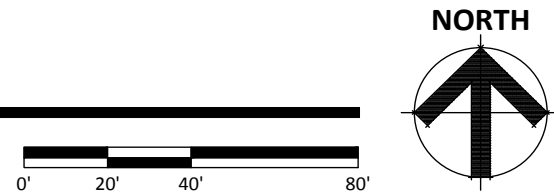
NET SITE AREA:	5.6 ACRES (243,936 SF)
APARTMENTS:	2.7%
HOTEL:	6.9%
RETAIL:	11.4%
OFFICE :	4.7%
BUNGALOW:	1.0%
EVENT CENTER:	4.1%
TOTAL SITE COVERAGE:	30.8%



TOTAL UNDERGROUND PARKING:
255 SPACES

CONCEPT SITE PLAN(UNDERGROUND)

SCALE: 1" = 40'-0"

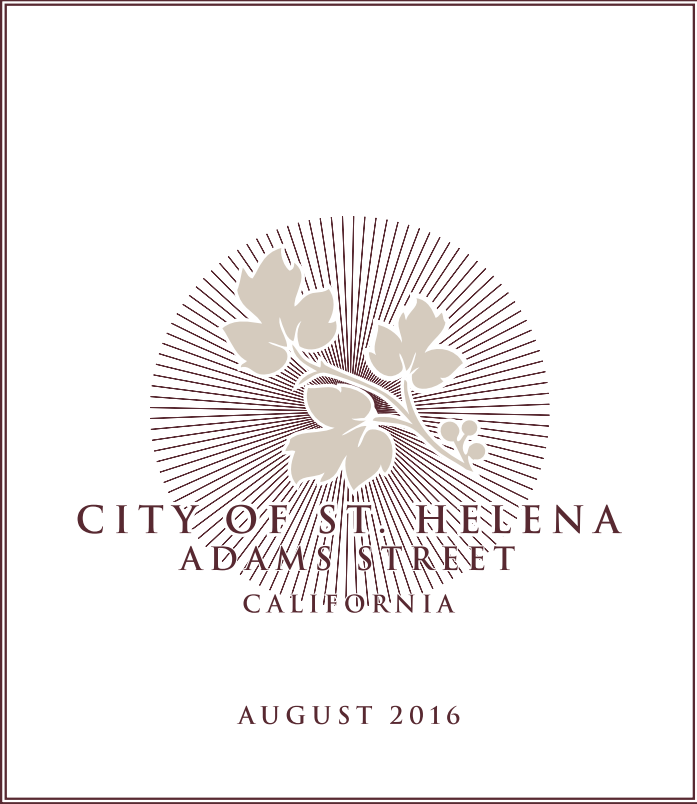


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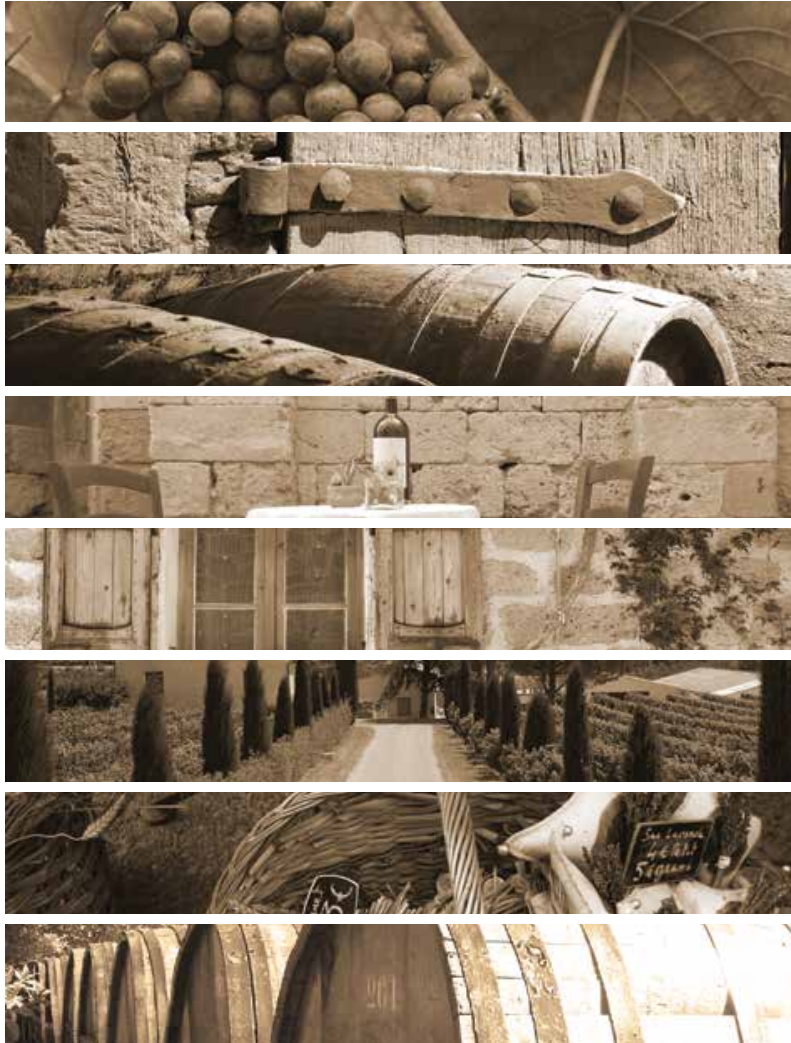
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HRV HOTEL PARTNERS

HRV HOTEL PARTNERS



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Koch Real Estate Investments (*Primary Investor*)
Hall Structured Finance (*Construction Lender*)
Two Roads Hospitality (*Resort Operator*)

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Design Photo Images

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CITY OF ST. HELENA - ADAMS STREET







August 19, 2016

City of St. Helena
1480 Main Street
St. Helena CA 94574
Attn: Noah Housh,
Planning & Community
Improvement Director

RE:
City of St. Helena
Request For Proposal

Development
Opportunity /
Adams Street Property

Dear Noah:

In accordance with the City of St. Helena RFP we are pleased to present our Proposal for the acquisition and development of the Adams Street Property.

Our Respondent team is comprised of:

- › **HRV Hotel Partners**
- › **Geolo Capital**
- › **Nunzio Marc DeSantis Architects**
- › **Koch Real Estate Investments**
- › **HALL Structured Finance**
- › **Two Roads Hospitality**

<i>Developer & Co-Sponsor</i>	(Richard Holland: 678.562.9510)
<i>Co-Sponsor & Equity Investor</i>	(Jeff Reinstein: 415.694.5809)
<i>Architect and Interior Designer</i>	(Nunzio DeSantis: 214.969.3380)
<i>Equity Investor</i>	(Jake Francis: 316.828.5994)
<i>Construction Lender</i>	(Mike Jaynes: 214.269.9540)
<i>Resort Operator</i>	(Catie Mangels: 415.364.5434)

Our Proposal is to develop the Property with an ultra-luxury resort that will contain approximately 113 guest rooms and suites, a "signature" restaurant, an all-day restaurant, a ballroom, meeting rooms, 3 event lawns, a spa, 3 swimming pools, and communal firepit areas. The resort will be operated by Two Roads Hospitality under their luxury hotel and resort portfolio which includes: Carmel Valley Ranch, Terranea Resort (Rancho Palos Verdes) and Ventana Inn & Spa (Big Sur).

Due to the emphasis in the RFP on the financial qualifications of the Respondent, we have assembled our team to include members that will provide 100% of the financing needed to fund the acquisition of the Property and the completion of the proposed resort. As you will note, the financial qualifications of the financing members of our team are substantial.

As you will note, our Proposal calls for acquiring the Property for \$20,000,000, plus acquiring the Teen Center property for \$2,000,000 and deeding half of that property back to the City for the new city hall and the other half to Our Town St. Helena as a site for new affordable housing construction. Additionally, our analysis of the economic impact to the City from the proposed resort shows that the City will gain approximately \$40,000,000 in added direct economic impact over the first five years of the resort operations.

We have endeavored to fulfill all of the Proposal requirements in the RFP, including detailed descriptions of each of the Respondent companies and their respective qualifications, the description of the proposed Project including preliminary detailed square footages of all Project building areas, the proposed site layout and architectural concept renderings, a detailed analysis of the economic benefits to accrue to the City from this Project, and our preliminary development timeline.

Our team embodies the development expertise and financial capability required to create a resort that would generate the highest and best economic impact for the City, as well as the design sensitivity to create a world-class resort that would be a hospitality asset that fits perfectly within the local community and culture.

We look forward to receiving the City's response to our Proposal, and we hope to have the opportunity to work with City to create this significant resort on the wonderful Adams Street Property.

Sincerely,

Richard F. Holland
Managing Partner | HRV Hotel Partners

Encl: 10 bound copies of the Proposal, 1 electronic copy of the Proposal

3301 WINDY RIDGE PARKWAY, SUITE 310 ATLANTA, GA 30339



Respondent Team

Collectively, the development team has the capacity and extensive experience in developing, owning and managing full service hotels.

HRV Hotel Partners, as the Developer and Co-Sponsor of the proposed project, will lead the respondent team (the “HRV Team”). The HRV Team is comprised of the following team members:

HRV HOTEL PARTNERS **Developer and Co-Sponsor**

HRV is a hotel and resort development company, based in Atlanta with offices in Chicago and Cabo San Lucas, Mexico. HRV was founded in 1996 (as Hardin Capital) and has successfully developed numerous resort, urban and university-oriented hotels. Richard Holland is the Co-Founder and Managing Partner of HRV. HRV’s most indicative example of successfully developing a five-star quality resort is The Resort at Pedregal (Cabo San Lucas). This resort has received numerous accolades and awards including: The AAA Five-Diamond Award for 2013, 2014 and 2015; #1 Mexico Hotels and Resorts 2014 (Travel + Leisure); #15 World’s Top 100 Hotels 2014 (Travel + Leisure); #1 Top Spa in Mexico 2012 (Conde Nast); #8 World’s Greatest Hotel Spas 2013 (Trip Advisor Travelers Choice Awards).

THE ARCHITECTS

Nunzio DeSantis of Nunzio Marc DeSantis Architects has been a leader within the hospitality world for 34 years and has designed over 60,000 hotel rooms across 24 countries. Based in Dallas, Nunzio DeSantis and his team have over 34 years of hospitality experience and have previously worked with additional design teams including HKS Architects and SWA Landscape architects to create powerful and memorable experiences for guests around the world.

GEOLO CAPITAL **Co-Sponsor/Equity Investor**

Geolo will be the Co-Sponsor for the development of this resort by providing equity investment capital for the resort. Geolo, based in San Francisco, is the private equity investment arm of the John A. Pritzker family office. Geolo focuses its investment activities on three core areas: hospitality, real estate and consumer companies. Geolo currently has active investments in ten hotels with a total enterprise value of approximately \$1.5 billion. Geolo brings a wealth of experience in the ownership and administration of hotel assets, and will be involved in all major decisions with regard to the development and ownership of this resort.

CITY OF ST. HELENA - ADAMS STREET





TWO ROADS HOSPITALITY
Resort Operator

Commune and Destination recently merged in January of this year to form Two Roads Hospitality. Two Roads Hospitality is jointly owned by Geolo Capital (San Francisco) and Lowe Enterprises (Los Angeles). Two Roads Hospitality has 45+ years of independent and boutique hotel and resort management experience. The Two Roads Hospitality port-folio currently includes 90+ hotels and resorts, including luxury resorts such as Carmel Valley Ranch, Terranea Resort (Rancho Palos Verdes) and Ventana Inn (Big Sur).

KOCH REAL ESTATE INVESTMENTS
Equity Investor

Koch Real Estate Investments (KREI) is the real estate investment arm of Koch Industries, Inc. Koch Industries is second largest privately held company in the U.S. with over \$100 billion in annual revenue. Since 2010 KREI has invested over \$1 billion in real estate, and is now strategically expanding its investments in hospitality real estate.

(A letter from KREI expressing its interest in providing the subject equity investment is included in the Exhibits section to this document.)

HALL STRUCTURED FINANCE
Construction Lender

HALL Structured Finance (HSF), a subsidiary of HALL Group, was founded in 1995 by Craig Hall (Hall Wineries) as a platform to provide debt capital to high-quality commercial real estate projects throughout the U.S., with a strong focus on the hospitality industry. HSF originates loans for its own account, typically in the form of first-lien construction loans.

(A letter from HSF expressing its interest in providing the subject financing is included in the Exhibits section to this document.)

➤ Corporate profiles of the above companies are included in Section 7 of this document.

3.
PROPOSAL





Proposal

The HRV Team hereby proposes to the City to:

- › Acquire the Adams Street Property
- › Develop the Property with a top-quality resort hotel and related amenities including a signature restaurant, all-day restaurant, ballroom, meeting rooms, event lawns, spa and swimming pools. The resort is currently proposed to contain 113 guest rooms and suites. Refer to the Proposed Development Plan section of this document for the site plan, rendering sketches and photo images related to the proposed design.
- › Acquire the Teen Center Property as part of the community and affordable housing benefits being offered in this Proposal

Proposal Terms:

The HRV Team proposes to purchase the fee-simple title to the 5.6 acre tract of land referred to as the Adam Street Property, with the purchase price to be in the amount of TWENTY MILLION DOLLARS (\$20,000,000.00). The purchase price will be paid in immediately available funds as of the date of the closing.





The conditions to closing will include:

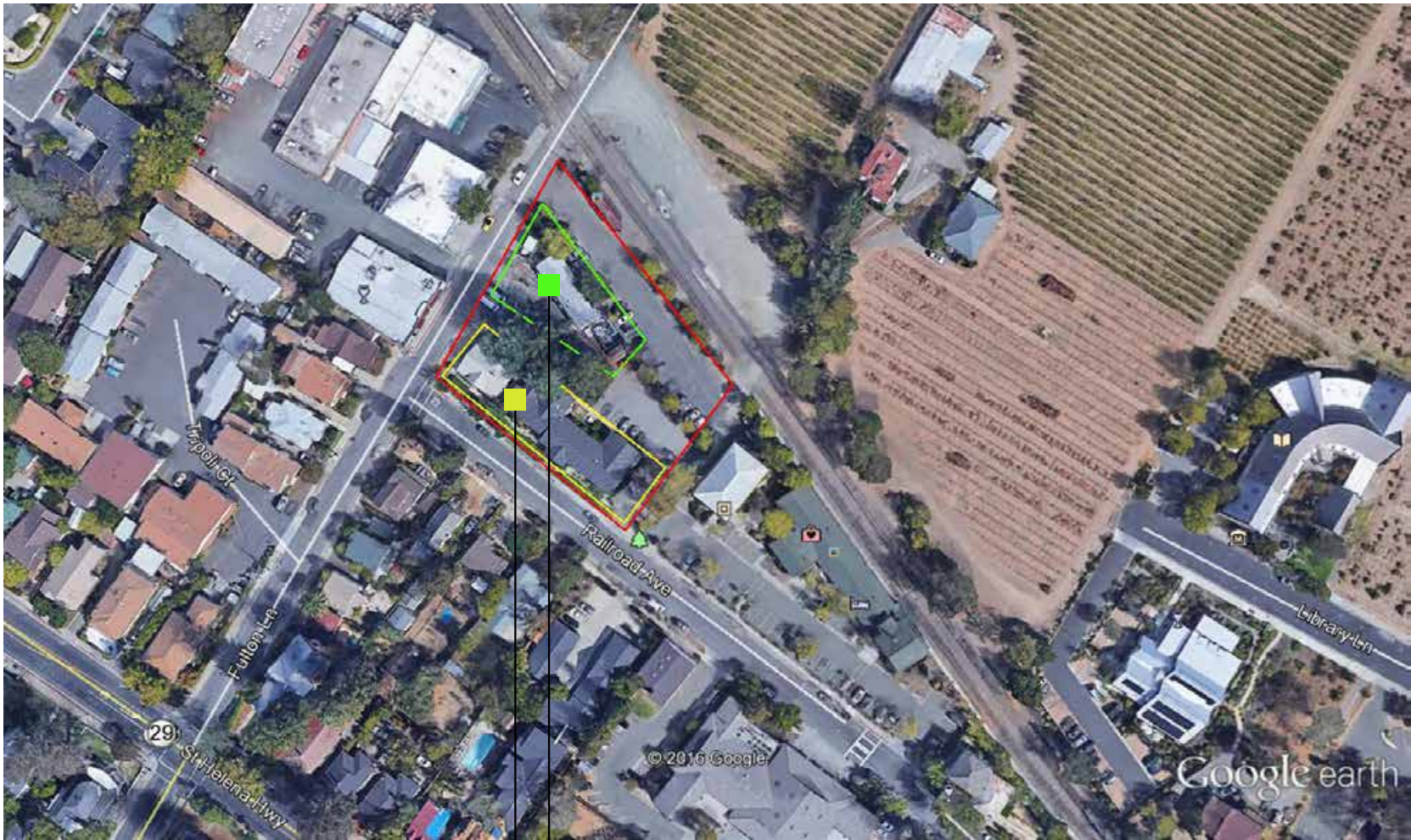
- › Re-zoning of the Property to Central Business classification for the entire Property, which is currently being undertaken as part of the City General Plan Update, and expected to be concluded by the end of the year.
- › Approval by the City of the Special Use Permit related to the herein Proposed Development Plan.
- › Approval of the Environmental Impact Report related to the herein Proposed Development Plan.

At the time of the full execution of the purchase and sale agreement the HRV Team will make an Earnest Money Deposit in the amount of ONE MILLION DOLLARS (\$1,000,000.00). This Earnest Money Deposit will be non-refundable, except in the event of a default under the purchase and sale agreement by the City. The Earnest Money Deposit will be released to the City, instead of being held in escrow, so the City can use those funds to pay for the design of the new City Hall (refer to the Main Street Proposal).

The closing of the purchase and sale agreement will occur within thirty (30) calendar days of the final approval of the EIR and the Special Use Permit.

Community Benefit and Affordable Housing Contributions

Concurrent with and subject to the agreement for the purchase of the Adams Street Property, the HRV Team proposes to purchase the property owned by the City known as the Teen Center Property. The purchase price will be in the amount of TWO MILLION DOLLARS (\$2,000,000.00). As soon as practicable upon the closing of the purchase of the Teen Center Property, the HRV Team will subdivide the property into two parcels, and will deed one parcel to Our Town St. Helena for affordable housing development use, and the other parcel back to the City for use for the new City Hall (refer to the Main Street Proposal). See the attached graphic to show the proposed subdivision.



- City Hall Site
- Our Town St. Helena Site



Proposed Development Plan

PROJECT DESCRIPTION

While the HRV Team has not had the opportunity to fully engage site and market studies necessary to lead to the final plan and program for the project, the Proposed Development Plan reflects the HRV Team’s collective experience with the planning, design and development of ultra-luxury resorts such as the subject project.

The resort will be programmed and designed to fit within the culture of Napa Valley and St. Helena, and will reflect the agrarian context of the surrounding vineyard areas. The plan will address the value to the resort and the neighborhood of the pedestrian access to the downtown and will provide for well-orchestrated automobile arrival, drop-off and onsite parking.

The program for the Proposed Development Plan includes approximately 105,505 square feet of total interior building area.

Preliminary Development Program Summary:
(see the detailed Preliminary Development Program in Exhibits)

- › 113 guest rooms and suites, comprised of 102 standard rooms, 7 suites and 4 villa suites
- › Lobby/Reception Building (2,370 SF)
- › Restaurant (2,750 SF)
- › Signature Restaurant, including bar, rooftop bar, private dining and exterior terrace (6,550 SF)
- › Events Pavilion, including a ballroom (3,000 SF), meeting rooms (1,700 SF) and a boardroom (600 SF), with a total building area of 8,300 SF
- › Event Lawns (10,000 SF)
- › Spa, with 3,190 SF of interior area and 4,000 SF of exterior lounging and pool area
- › Fitness Studio (1,850 SF)
- › 2 outdoor swimming pools
- › Retail shop (200 SF)
- › Administrative office and back-of-house service areas (18,175 SF)

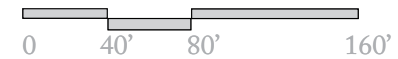
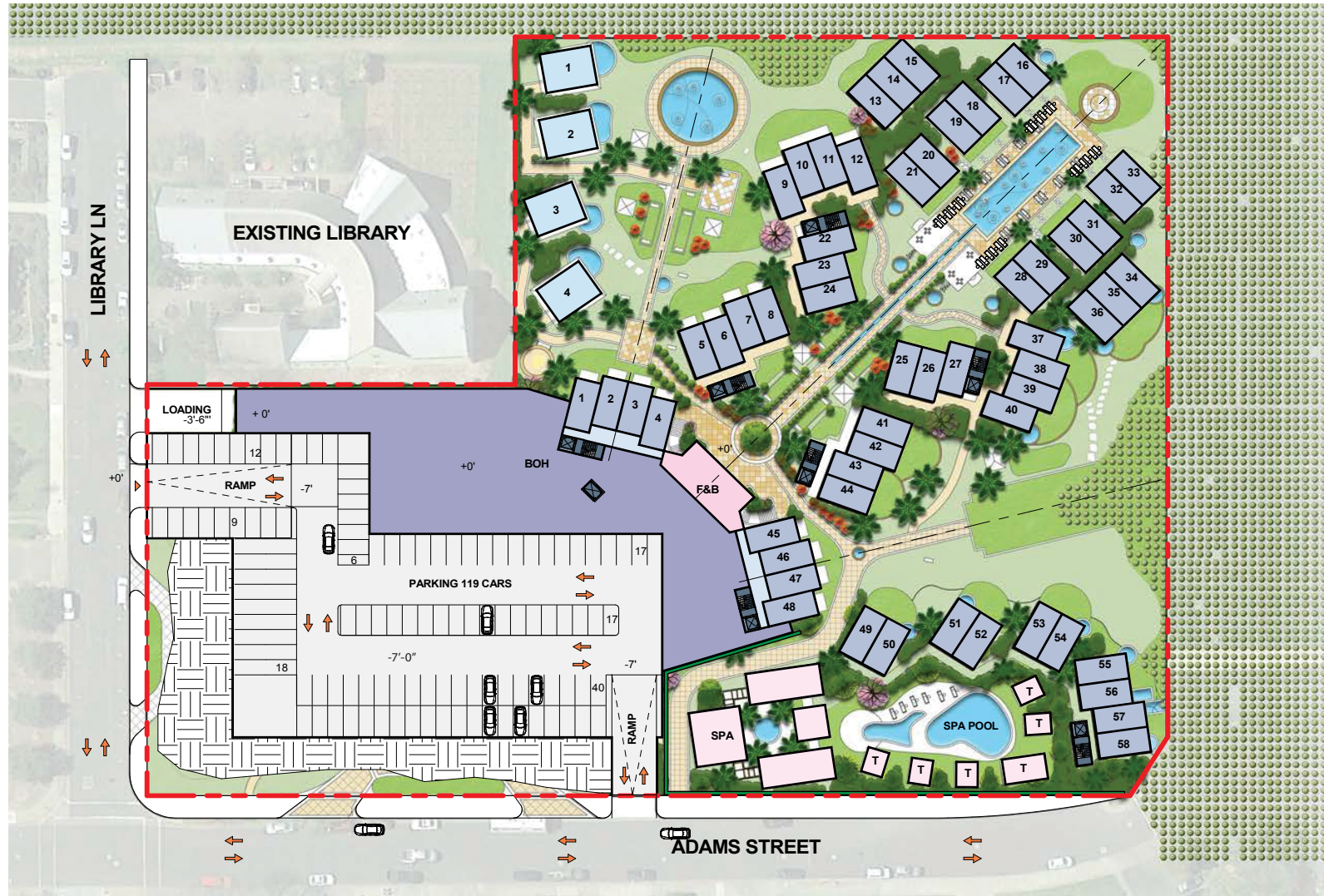


> LEVEL 01

Type	Area
58 Guestroom Modules	28,710 SF
4 Villas	2,800 SF
Dining	1,500 SF
Spa	7,190 SF
Tasting Pavilion	500 SF
Parking	119 Cars

HRV HOTEL PARTNERS

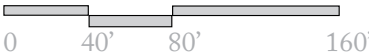
LEVEL 01 +0' - 0"



> LEVEL 02

Type	Area
46 Guestroom Modules	22,770 SF
Dining with Terrace	3,500 SF
Lobby	2,370 SF
Function Space & Event Lawn	18,300 SF

LEVEL 02 +12' - 0"



 LEVEL 03

Type	Area
12 Guestroom Modules	5,940 SF

HRV HOTEL PARTNERS

LEVEL 03 +22' - 0"



ROOF PLAN



HRV HOTEL PARTNERS

GUESTROOM POOL COURTYARD



HRV HOTEL PARTNERS

RESTAURANT BUILDING

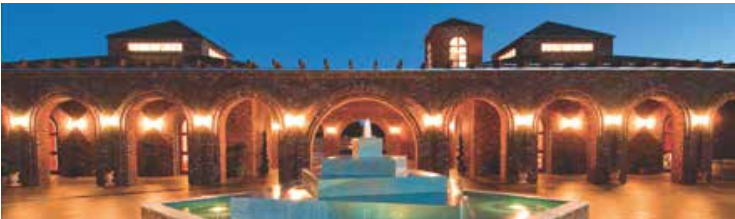


HRV HOTEL PARTNERS

CENTER COURTYARD



HRV HOTEL PARTNERS







HRV HOTEL PARTNERS

Nimbus Arts

The HRV Team has begun working with Nimbus Arts to offer it a new, permanent home on the Adams Street site, as part of the resort site plan. This new home will border the St. Helena Public Library with frontage on Library Lane, and will give the Nimbus facility its own identity independent of the resort, while also allowing Nimbus to incorporate its interactive arts programs as amenities to the proposed resort. Inclusion of Nimbus Arts as an integral part of the property development provides a strong community amenity and community serving asset for St. Helena. The HRV Team envisions very strong synergies between the two elements and as a result, will be developing a unique hotel asset significantly differentiated from other hotels in Napa Valley.

The HRV Team expects the new Nimbus Arts home to consist of two buildings with ample outdoor space that Nimbus can use for classes or art displays. The buildings will be designed in a manner to ensure plenty of natural light enters the building. It is the HRV Team's goal that the new Nimbus Arts home will serve as a gateway that connects the new resort to the City.

Travelers come to St. Helena to experience its culture, and that is found in its food, its wine, its people, and its art. The HRV Team believes that placing the new home of Nimbus Arts on the

Adams Street site will provide the perfect synergy with the planned resort. Nimbus will benefit by having a new, larger home to provide its service to the community, and the resort guests will benefit by being able to take advantage of the services provided by Nimbus while communing with the citizens of St. Helena.

The HRV Team hopes that by placing the new home of Nimbus Arts on the Adams Street site and all the benefits that it accrues, the people of St. Helena will embrace the new resort as part of its own community. The success of a resort like what the HRV Team is proposing to build on the Adams Street site isn't measured in dollars and cents. It's measured by how the men and women who stay at the resort are welcomed by the community as guests rather than viewed as outsiders.

Guests that would stay at the resort are searchers on a journey desiring to experience the prosperity and leisure that is the community of St. Helena. The HRV Team's goal is not to alter that community but to subtly and gracefully merge with it to ensure the resort and the City of St. Helena are seen as one by all.



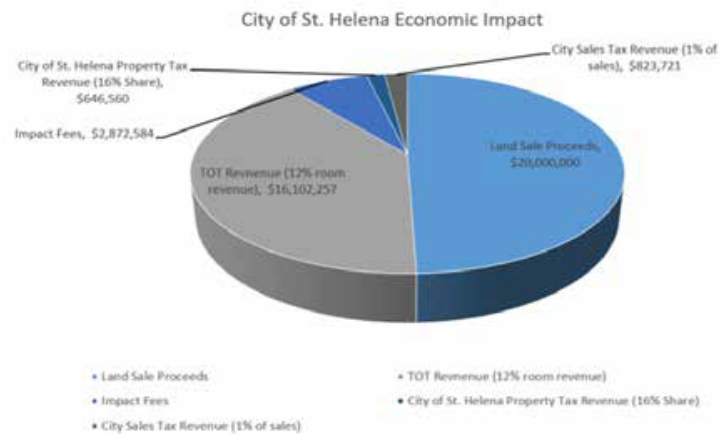
CITY OF ST. HELENA - ADAMS STREET



City of St. Helena Economics Benefits Analysis

The primary economic impacts of selling the Adams Street site for use as an ultra-luxury hotel include Land Sale Proceeds, ongoing Transient Occupancy Tax (TOT) Revenue, Property Tax Revenue, Direct & Indirect Sales Tax Revenue and Impact Fees. The ultimate sale of the property for other potential uses including residential, multi-family or commercial will likely provide similar economic impacts for Land Sale Proceeds and Property Tax Revenues. However, utilizing the site for an ultra-luxury hotel provides substantial ongoing economic benefits to St. Helena's by increasing the TOT revenue realized by the City. The projected overall impact is over \$40 million of additional Revenue to the City of St. Helena in the first 5 years of the hotels operations. Further, we project the TOT alone to be over \$3.5 million per year at stabilization.

ECONOMIC IMPACT - ST HELENA HOTEL (ADAMS STREET)								
Tax/Revenue Source	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	Total
Land Sale Proceeds	20,000,000	-	-	-	-	-	-	\$ 20,000,000
TOT Revenue (12% room revenue)	-	-	2,642,980	2,988,329	3,293,827	3,518,197	3,658,925	\$ 16,102,257
Impact Fees	-	2,872,584	-	-	-	-	-	\$ 2,872,584
City of St. Helena Property Tax Revenue (16% Share)	-	-	109,600	131,680	134,240	135,520	135,520	\$ 646,560
City Sales Tax Revenue (1% of sales)	-	-	122,498	147,738	170,941	187,522	195,023	\$ 823,721
Total Tax Revenue to City of St. Helena	20,000,000	2,872,584	2,875,077	3,267,747	3,599,008	3,841,239	3,989,468	\$ 40,445,122



Currently, St. Helena substantially trails Yountville and Calistoga in General Fund revenues from Transient Occupancy Tax (TOT), while at the same time producing a significantly larger amount of Property Tax and Sales Tax than both Yountville and Calistoga.

St. Helena General Fund 2015/2016 Expected Revenue				Yountville General Fund 2015/2016 Expected Revenue				Calistoga General Fund 2015/2016 Expected Revenue			
Property Tax	\$	3,250,387	32.5%	Property Tax	\$	1,156,200	11.3%	Property Tax	\$	1,879,597	19.7%
Sales Tax	\$	2,800,418	28.0%	Sales Tax	\$	1,120,000	10.9%	Sales Tax	\$	932,422	9.8%
Transient Occupancy Tax (TOT)	\$	1,863,950	18.6%	Transient Occupancy Tax (TOT)	\$	6,500,000	63.4%	Transient Occupancy Tax (TOT)	\$	5,311,540	55.7%
Business License Tax	\$	149,200	1.5%	Business License Tax		Incl. in Other	N/A	Business License Tax		Incl. in Other	N/A
Motor Vehicle Tax	\$	575,775	5.8%	Motor Vehicle Tax		Incl. in Other	N/A	Motor Vehicle Tax		Incl. in Other	N/A
Building & Planning Review	\$	631,500	6.3%	Building & Planning Review		Incl. in Other	N/A	Building & Planning Review		Incl. in Other	N/A
Other	\$	736,570	7.4%	Other	\$	1,482,969	14.5%	Other	\$	1,415,171	14.8%
Total General Fund Revenue	\$	10,007,800	100.0%	Total General Fund Revenue	\$	10,259,169	100.0%	Total General Fund Revenue	\$	9,538,730	100.0%

While St. Helena, Yountville, and Calistoga all operate on similar annual General Fund revenues, a substantial difference exists in the source of the funds. Yountville and Calistoga receive approximately \$6.5 and \$5.3 million in TOT, respectively, versus only \$1.86 million received by the City of St. Helena. The difference highlights the potential

opportunity that exists for St. Helena in utilizing the Adams Street site as an ultra-luxury hotel, to compete with other Napa ultra-luxury hotels currently achieving ADR's between \$900 - \$1,200. The views and scenery of the Adams Street site provide the optimal setting for a hotel to compete with Calistoga Ranch, Auberge du Soleil,

Bardessono, and Meadowood which together achieved an ADR of \$900+ in 2015. Our base case projections for the Adams Street Hotel show the anticipated economic impact for the additional revenue created from the hotel to the City of St. Helena.

Adams Street Hotel - Economic Impact Model (Initial 5 Years)					
	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
Adam's Street Hotel					
Occupancy	60%	64%	67%	69%	69%
ADR	890	943.3	990.6	1030.2	1071.4
RevPar	534	603.7	663.7	710.8	739.3
Gross Income	22,024,830	24,902,741	27,448,556	29,318,308	30,491,041
TOT Revenue (12% room revenue)	2,642,980	2,988,329	3,293,827	3,518,197	3,658,925
Projected Property Tax	685,000	823,000	839,000	847,000	847,000
City of St. Helena Property Tax Revenue (16% Share)	109,600	131,680	134,240	135,520	135,520
Other Revenue (F&B, Spa, & Other)	12,249,765	14,773,761	17,094,109	18,752,188	19,502,275
City Sales Tax Revenue (1% of sales)	122,498	147,738	170,941	187,522	195,023

HRV HOTEL PARTNERS



We project the incremental impact on the City of St. Helena's annual General Fund budget to be over \$4 million (over \$5M with inflation) per year by year 5 of operation of the hotel, substantially

increasing the resources available to support the city in the near future and providing a recurring tax base to support City infrastructure and resources for future generations. The analysis excludes the

incremental increases in direct & indirect sales taxes and also excludes the addition of other new hotels in St. Helena.

City of St. Helena General Fund Revenue									
Growth Factor		2%	2%	2%	2%	2%	2%	2%	2%
	Budgeted	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
St. Helena General Fund	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
Property Tax	\$ 3,250,387	3,315,395	3,381,703	3,558,937	3,650,003	3,722,930	3,795,984	3,869,193	
Sales Tax and Sales Tax in Lieu	\$ 2,800,418	2,856,426	2,913,555	3,094,324	3,179,000	3,262,829	3,341,247	3,411,823	
Transient Occupancy Tax (TOT)	\$ 1,863,950	1,901,229	1,939,254	4,621,018	5,005,928	5,351,778	5,617,307	5,800,018	
Business License Tax	\$ 149,200	152,184	155,228	158,332	161,499	164,729	168,023	171,384	
Motor Vehicle Tax	\$ 575,775	587,291	599,036	611,017	623,237	635,702	648,416	661,384	
Building & Planning Review	\$ 631,500	644,130	657,013	670,153	683,556	697,227	711,172	725,395	
Other	\$ 736,570	751,301	766,327	781,654	797,287	813,233	829,497	846,087	
Total General Fund Revenue	\$ 10,007,800	\$ 10,207,956	\$ 10,412,115	\$ 13,495,435	\$ 14,100,511	\$ 14,648,428	\$ 15,111,647	\$ 15,485,284	

Other economic benefits not included in the analysis are impact fees, indirect sales tax revenue from increased visitors to the City and hotel staff spending at local businesses. The impact fees include \$1,091,591 for Traffic Mitigation, \$424,024

for Affordable Housing, \$116,826 for Public Safety, \$218,782 for Civil Improvements, \$685,986 for Water, \$97,854 for Sewer, and \$199,292 for Storm Drain. Lastly, the Developer is offering to purchase the Teen Center property for \$2,000,000

and deeding half of that property back to the City for the new city hall and the other half to Our Town St. Helena as a site for new affordable housing construction.

6.
PLAN OF FULL
FUNDING OF
PROJECT COSTS



Plan for Full Funding of Project Costs



HRV has arranged indications of interest for 100% of the debt and equity financing needed to fully fund the subject project. If the HRV Team is chosen as the successful respondent under the subject RFP, HRV and the financing sources referenced below will quickly move to convert these indications of interest to firm financing commitments.

The HRV plan currently assumes that the capitalized cost of the project will be approximately \$90 million. \$36 million, or 40%, of project cost will be funded with equity investments from Koch Real Estate, Geolo Capital and HRV. Approximately \$54 million, or 60%, of project cost will be funded from a construction loan provided by HALL Structured Finance.

The current equity financing plan assumes that Koch Real Estate Investments will fund approximately 75% of the total equity and Geolo and HRV, as co-sponsors, will fund approximately 25% of the total equity.

Letters of Interest from Koch and HALL, documenting their interest in providing the above referenced financing for the subject project, are included in the Exhibit section of this document.





HRV HOTEL PARTNERS

Team Member Qualifications

Please find the Corporate Profiles of the following:

- › HRV Hotel Partners
- › Nunzio Marc DeSantis Architects
- › Geolo Capital
- › Two Roads Hospitality





HRV Hotel Partners

HRV HRV Hotel Partners





Renaissance Atlanta Midtown

Our Company

HRV Hotel Partners, LLC provides development and project management services to investors and owners of resort, commercial and university hotel projects in the U.S., Mexico, Canada and the Caribbean.

HRV is the successor entity to Hardin Capital, LLC, a successful, major hotel development company, which was founded in the mid-90's by Hardin Construction Company and Richard Holland, and later sold to an institutional investment company.

As of October 1, 2013 HRV acquired Advent pds, LLC. Advent was formerly a subsidiary of Hardin Construction Company, engaged in hospitality project management and is now a subsidiary of HRV.

Led by its partners, Richard Holland, Rod Radcliff, Tim Taylor, Lane Holland and Edgar Caballero, HRV offers the skills and resources of one of the most experienced hospitality development and project management teams in North America. These development professionals have worked together for many years to develop numerous successful hotel projects.

HRV's development and project management portfolio includes: 5-star mixed-use resorts; 4-star commercial, university and resort hotels; 3-star commercial hotels; and high-end resort residential.

Our Services

HRV provides full-scope hospitality Development and Project Management services for hotel, resort, and resort-residential projects across North America and the Caribbean.

Using a collaborative approach with all project stakeholders, HRV helps create highly marketable environments with lasting aesthetic, lifestyle and economic value.

The HRV team has the experience-based knowledge and performance-proven capability to manage all aspects of a project from design through construction, operator turnover and contractor closeout, including managing the flow and accuracy of communication and documentation between the owner, lender, design team, contractors, governmental authorities, consultants, and the operator.

HRV strives to add value at every level of the project process. Throughout the project, HRV drills down on organization, scope, cost, schedule, and constructibility, while maintaining the design integrity and operating efficiency of the product.

HRV's hospitality industry relationships allow it to assemble and manage the best and most project-appropriate design, engineering, construction, and specialty consultants for each project.

Development

HRV Development services typically include the Project Management scope listed below plus some or all of the following scope:

- Financial feasibility analysis, including financial modeling
- Project equity and debt financing
- Design and engineering team selection
- Strategic positioning, including assistance with brand/operator selection and negotiation
- Project and venture level accounting, cash flow forecasting and financial reporting

Project Management

HRV Project Management services typically include the following scope:

- Design program consultation and analysis
- Construction feasibility analysis, including parametric construction cost estimating
- Pre-development management, including infrastructure analysis, permitting and utility applications
- Design and engineering consultant selection and management, including contract negotiation and management
- Project management systems, including budget and schedule production and control and project status reporting
- Project cost accounting
- Contractor and consultant payment application review and recommendation
- Lender and equity investor draw funding request documentation
- FF&E and OS&E purchasing agent selection and management
- Operator interface, including technical services, pre-opening, and operator turnover
- Punch list and project close-out management and administration

Our Experience



Our Portfolio – Commercial Hotels



Urban Lifestyle Hotel
Tampa / Ybor City, Florida

A 180-room urban lifestyle hotel located in the culturally-vibrant Ybor City neighborhood. Amenities include: an indoor/outdoor restaurant, coffee bar, lounge, rooftop bar, and 16,129 square feet of meeting and event space including a 5,133 SF ballroom and a 1,911 SF junior ballroom in two historic buildings.

Scope – Co-Development
Type – Historic Renovation and New Construction
Status – Under Development



W Hotel Atlanta Downtown
Atlanta, Georgia

237-room hotel with 76 condos. Amenities include a full service restaurant, specialty lounge, a 4,000 SF spa, 12,000 SF ballroom, and meeting rooms.

Scope – Project Management
Type – New Construction
Status – Completed 2009



Renaissance Atlanta Midtown
Atlanta, Georgia

21 level, 304-room hotel. Included 5 levels of parking. Amenities include a full service restaurant and bar, 9,500 SF ballroom, meeting rooms, and fitness center.

Scope – Project Management
Type – New Construction
Status – Completed 2009

Hyatt Regency Riverwalk
San Antonio, Texas

15 level, 632-room hotel located on the Riverwalk. Amenities include a full-service restaurant and bar, 40,000 SF of meeting space, spa, retail, and a rooftop fitness center with swimming pool. Scope included guest room and public area renovation over two phases.

Scope – Project Management
Type – Renovation
Status – Completed in 2005 and 2011



Hilton Garden Inn Portfolio
Various locations

Hardin Capital worked with Hilton Hotels to create the Hilton Garden Inn brand prototype design and developed 10 of the first Hilton Garden Inns in Atlanta (2), Albany (NY), Orlando, Denver, Chicago (3), Raleigh, and Colorado Springs

Scope – Development
Type – New Construction
Status – Completed 1997-2004



Hilton Garden Inn
Chicago, Illinois

First urban HGI. 13 story hotel above a 10 level parking structure. 357 rooms, one block from Magnificent Mile in the Chicago River North mixed-use development. Amenities include a hotel restaurant, 3,000 SF meeting space, and a fitness center and indoor swimming pool. Also included a lease restaurant.

Scope – Development
Type – New Construction
Status – Completed 1999



Our Portfolio – Commercial Hotels



Renaissance Historic District Charleston, South Carolina

166-room hotel located in the historic district of Charleston. Amenities include restaurant and bar, meeting space and boardroom, fitness center and outdoor swimming pool.

Scope – Development
Type – New Construction
Status – Completed 2000



Westin Birmingham Birmingham, Alabama

294-room hotel. Amenities include a restaurant and bar, 9,500 SF of meeting space. The first Silver LEED hotel in Alabama.

Scope – Project Management
Type – New Construction
Status – Completed 2012



Hyatt Regency Atlanta Atlanta, Georgia

22 story hotel with 1,260 rooms in downtown Atlanta. Scope included new pedestrian bridge and complete renovation of atrium and public areas.

Scope – Project Management
Type – Renovation
Status – Completed 2011

Hotel Marlowe Cambridge, Massachusetts

First Kimpton Hotel on East Coast. 236-room, 8 story located adjacent to MIT. Amenities include a full restaurant and bar, meeting rooms, and fitness center.

Scope – Development
Type – New Construction
Status – Completed 2003



Hotel Adagio San Francisco, California

170-room Joie de Vivre hotel, with restaurant and bar, meeting rooms, and fitness center.

Scope – Development
Type – Renovation & Reposition
Status – Completed 2003



Our Portfolio – Resorts



Bishop's Lodge

Santa Fe, New Mexico

Renovation and new construction redevelopment of a 1920's era resort into a 133-key 5-star luxury resort, with a spa, two restaurants, bar, conferencing & events center, fitness studio, horse stables and trout-habitat ponds and streams for flyfishing.

Scope – Development

Type – Renovation and New Construction

Status – Under Development



The Resort at Pedregal

Cabo San Lucas, Mexico

5-star resort with 66 rooms, 32 fractional ownership villas, and 20 full-ownership villas. Amenities include 3 pools, a spa, 2 restaurants, a beach club, a bar, meeting/function rooms, and a boutique.

Scope – Development

Type – New Construction

Status – Completed 2009



The Cape, a Thompson Hotel

Cabo San Lucas, Mexico

4-star resort with 115 rooms, 31 residential condos. Amenities include: 2 restaurants, 3 bars (including a rooftop bar), 2 pools, spa, and 3,000 SF of meeting/function space.

Scope – Co-Development

Type – New Construction

Status – Completed and Opened July 2015

Cachet Cabo

Cabo San Lucas, Mexico

New Cachet Deluxe tower includes approximately 29,000 square meters of enclosed area. The hotel building contains approximately 204 guestrooms, with two main restaurants, lobby and lobby lounge, specialty bar, rooftop bar, meeting room, board room, spa and fitness, pool amenities and back-of-house.

Scope – Project Management

Type – Renovation and New Construction

Status – Under Development



Key West Collection

Key West, Florida

Major renovation of four existing motels into a Hilton Garden Inn, Fairfield Inn & Suites, 24North, and an independent boutique hotel, The Gates. In total, the project includes 519 rooms, refurbished resort pools, new public areas, and renovated BOH throughout.

Scope – Project & Construction Management

Type – Renovation

Status – Completed 2016



One & Only Mandarin

Puerta Vallarta, Mexico

A 75-Key luxury hotel that is part of the Mandarin master development. The hotel will include an 8,000 SF spa, three pool environments, and three restaurants.

Scope – Project Management

Type – New Construction

Status – Under Development



Our Portfolio – Resorts



Eau Palm Beach Resort & Spa Palm Beach, Florida

Addition of a 41,000 SF “Eau Spa”, including a private exterior courtyard, wet lounges, 19 treatment rooms, locker rooms, men’s and women’s lounge rooms, and retail.

Scope – Project Management
Type – New Construction (Addition)
Status – Completed 2008



Tuckers Point Resort and Club Tuckers Point, Bermuda

5-star resort with 101 rooms, spa, townhomes, private homes, private estate homes, fractional-ownership residence club, golf course, golf clubhouse, tennis club and beach club.

Scope – Project Management
Type – New Construction
Status – Completed 2009

Hyatt Place Waikiki Honolulu, Hawaii

A full-scope renovation, including major structural work of a 426-room hotel. Amenities include 4,500 SF of meeting space, a restaurant, fitness center, and resort pool.

Scope – Project Management
Type – Renovation
Status – Completed 2012



Four Seasons Punta Mita Punta Mita, Mexico

New additions of two 15,000 SF suites, 24-room building, river pool, new pool complex, and restaurant. (a project of Tim Taylor while at Strategic Hotels & Resorts)

Scope – Project Management
Type – New Construction & Renovation
Status – Completed 2007



The Resort at Pedregal

(Formerly Capella Pedregal)

Cabo San Lucas, Mexico

5-star resort with 66 rooms, 32 fractional-ownership villas, and 20 full-ownership villas. Amenities include 3 pools, a spa, 2 restaurants, a beach club, a bar, meeting/function rooms, and a retail boutique.

Scope – Development

Type – New Construction

Status – Completed 2009



The Resort at Pedregal Spa



El Farallon Restaurant

Recognition for The Resort at Pedregal
(Formerly Capella Pedregal)

AAA

Five-Diamond Award 2013, 2014 and 2015

Travel+Leisure

- #1 "Mexico Hotels and Resorts" 2014
- #15 "World's Top 100 Hotels" 2014
- #11 "World's Best Beach Hotels" 2013
- #41 "World's Top 100 Hotels" 2013
- #1 Hotel Spa in Mexico 2012



Conde Nast Traveler

- Gold List "World's Best Beach Hotels" 2014
- #1 Top Spa in Mexico/Central America 2012

TripAdvisor Travelers' Choice Awards

- "Top Luxury Hotels" #1 Cabo; #2 Mexico 2014
- "Top Hotels for Romance" #1 Mexico 2014
- #2 in the World "10 Hotels with Incredible Views" 2013
- #8 in the World "World's Greatest Hotel Spas" 2013

The Resort at Pedregal, Cabo San Lucas, Mexico (Formerly Capella Pedregal)

Bishops Lodge

Santa Fe, New Mexico

Renovation and new construction redevelopment of a 1920's era resort into a 133-key 5-star luxury resort, with a spa, two restaurants, bar, conferencing & events center, fitness studio, horse stables and trout-habitat ponds and streams for flyfishing.

Scope – Development

Type – Renovation and New Construction

Status – Under Development





Flyfishing at Bishop's Lodge



The Kiva

The Cape, a Thompson Hotel

Cabo San Lucas, Mexico

4-star resort with 115 rooms, 31 residential condos.
Amenities include: 2 restaurants, 3 bars (including a rooftop bar), 2 pools, spa, and 3,000 SF of meeting/function space.

Scope – Co-Development

Type – New Construction

Status – Completed and Opened July 2015



Conde Nast Traveler

Hot List "World's Best Beach Hotels" 2015



Guest Room



Rooftop Lounge

Our Portfolio – University Hotels



**Nashville Marriott
at Vanderbilt University**
Nashville, Tennessee

307-room hotel with 9,000 SF of meeting/function space.
Located on the campus of Vanderbilt University.

Scope – Development
Type – New Construction
Status – Completed 2001



Hotel Marlowe
Cambridge, Massachusetts

236-room Kimpton hotel located on the Charles River
adjacent to the MIT campus. Amenities
include 8,700 SF of meeting space and 170-seat
signature restaurant.

Scope – Development
Type – New Construction
Status – Completed 2003



**Hilton
University of Florida Conference Center**
Gainesville, Florida

248-room hotel with 15,000 SF of conference/function
space. Located on the campus of the University of
Florida.

Scope – Development
Type – New Construction
Status – Completed 2000



Our Leadership



Richard Holland
Managing Partner

Richard has over 30 years experience in leading the development of hotels and resorts in the U.S., Mexico and the Caribbean. Richard founded HRV Hotel Partners, LLC in 2003 as a platform to pursue the development of resorts, urban lifestyle hotels and university hotels. Prior to HRV, Richard was a co-founder and President of Hardin Capital, LLC from 1995 to 2002. Under his leadership the company grew from startup to a leading national developer, developing hotels and resorts under the flags of most of the leading U.S. hotel brands, including development of 10 of the first Hilton Garden Inn hotels as Hilton's strategic partner in the launch of that brand. His extensive experience and proven vision have led to the successful completion of more than 30 hotel and resort projects totaling over \$1 billion in capitalized cost.



Rod Radcliff
Partner / Managing Project Director

Rod has more than 35 years experience in design, construction and project management of hotels and restaurants. He joined Hardin Construction in 1994, moved to Hardin Capital in 1996. Rod's experience in hotels covers all regions of the United States, the Caribbean, Mexico, as well as Asia.

Tim Taylor
Partner / Senior Project Director
(Chicago office)

Tim has more than 27 years in the hospitality and construction industries. Tim previously worked for Strategic Hotels & Resorts as well as Hyatt Corporation. Tim has worked extensively with many of the major hotel brands including Hyatt, Four Seasons, Hilton, and Marriott.



Edgar Caballero
Partner / Senior Project Director
(Mexico office)

Edgar has worked on over 20 high-end resort or residential projects in Mexico and the Caribbean. Edgar runs the HRV Mexico offices. His multi-cultural and technical expertise adds exceptional value to the development of high-quality hotels and resorts. Edgar has worked in construction and project management positions on such significant Mexico resort projects as Capella Pedregal, One & Only Palmilla, Las Ventanas al Paraíso (a Rosewood Resort) and Rosewood San Miquel de Allende.



Lane Holland
Partner / Senior Development Director

Lane has 9 years of intensive hotel project management and development experience. He led the development management team on the Capella Pedregal resort (Cabo San Lucas) and led The Cape, a Thompson Hotel. Additionally, he led the residential development for the Aspen Valley Ranch property in Aspen, Colorado. Lane also served as Project Manager with Omni Hotels & Resorts in 2011 and 2012.



Contact Us



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The Resort at Pedregal, Cabo San Lucas, Mexico (Formerly Capella Pedregal)



Nunzio Marc DeSantis Architects

Hospitality Design Specialists



NUNZIO MARC DESANTIS

A R C H I T E C T S

OUR PRACTICE

Nunzio Marc DeSantis Architects is dedicated to enhancing the way humans live, work, and play. NMDA believes those experiences can and should be enriched by the built environments in which they take place and uses great architectural design services to create engaging hotels and resorts around the world.

NMDA uses its 34 years of worldwide experience to balance a destination's culture and ambiance with ever-changing guest expectations to create new and enlightening experiences that guests never forget. The firm is equally dedicated to enhancing the client experience by using its hospitality expertise to build long lasting relationships with recognized brand developers and owners.

In the short time since its establishment, NMDA projects and designers have already been featured in online publications and have brought the quickly growing firm into the public eye.

FIRM BACKGROUND

Nunzio Marc DeSantis Architects was founded in 2017 as a Dallas based hospitality firm that specializes in luxury resorts, mountain and desert getaways, boutique hotels, and gaming casinos and has previous experience designing in 25 countries.

“Our designs evoke emotion, passion and excitement – immersing guests in unique and natural environments while incorporating comfort and style.”

-Nunzio M. DeSantis



NUNZIO M. DESANTIS, FAIA

LEED AP
Role: Founder, CEO, Lead Designer

Nunzio is the Founder, CEO and Lead Designer of Nunzio M. DeSantis Architects. His approach to architecture is based on 34 years of experience and an understanding of hospitality requirements related to developing truly unique and memorable architecture and environments.

Nunzio is very involved in the design of projects and begins each by understanding challenges, local architectural vernacular, culture, weather and materials. Nunzio leads teams by establishing early concepts through drawing and exploration which determines a project's architectural planning, individuality, style and expression.

Nunzio has completed in excess of 60,000 hotel rooms located throughout the world including a variety of hotel types, from limited service hotels to entertainment and gaming hotels, to ultra luxury one-of-a-kind boutique resorts. His hotels and resorts be found in a vast number of architectural, hospitality and travel publications.



MARC DESANTIS

Role: Senior Designer

Marc Jacob DeSantis is a founder and designer for Nunzio Marc DeSantis Architects. His classical training at the University of Notre Dame and his three years of design experience at Robert A.M. Stern in New York brings a structured and classical perspective to the boutique hospitality firm.

During his time with RAMSA, Marc worked on high level residential projects including the design, interiors, and details of 220 Central Park South, 550 Madison Ave, and 555 W 22nd. Street.

PROJECTS

designed while at HKS, Inc.

JW Marriott Convention Center Hotel
Austin, Texas

MGM National Harbor
National Harbor, Maryland

Omni Nashville Hotel
Nashville, Tennessee

The Grand Venetian Macau
Macau, China

W Dallas Victory Hotel and Residences
Dallas, Texas

Montage Beverly Hills
Beverly Hills, California

The Palazzo
Las Vegas, Nevada

Four Seasons Resort at Walt Disney World
Orlando, Florida

Dreams Hotel McKinney Ave
Dallas, Texas

W Hollywood
Hollywood, California

W Gultch
Nashville, Tennessee

Virgin Cruise Line | Interiors

El Ganzo, Puerto
Los Cabos, Mexico

W Seattle
Seattle, Washington

Virgin Hotel
Cabo San Lucas, Mexico

MGM City Center
Las Vegas, Nevada

Texas Live
Arlington, Texas

Pro Football Hall of Fame Hotel
Canton, Ohio



HKS Architects

Architect of Record

HKS is a full service architecture firm with a wide variety of diverse businesses which include corporate office, healthcare, sports, and hospitality. Established in 1939, HKS has grown to be one of the largest full service architecture firms in the United States. HKS currently operates 26 offices worldwide with its headquarters located in Dallas, Texas and with three California office in San Francisco, Los Angeles, and San Diego. HKS has delivered over 35 million sf of structures throughout California with over 30 projects completed within the San Francisco Bay area. The HKS staff is expert in providing technical services and documentation in the delivery of complex multi-disciplinary projects. The HKS California Staff totals more than 150 professionals ready to serve the St. Helena Adams Street Resort.



Experience

Images represent work done by
Nunzio Marc DeSantis Architects & HKS



LAS VENTANAS AL PARAISO | LOS CABOS, MEXICO



MUKUL RESORT | GUACALITO, NICARAGUA



FOUR SEASONS RESORT HUALALAI | HUALALAI, HAWAII



THE RITZ-CARLTON HALF MOON BAY RESORT | HALF MOON BAY, CALIFORNIA



ONE&ONLY OCEAN CLUB | PARADISE ISLAND, BAHAMAS



TUCKER'S POINT CLUB | HARRINGTON SOUNDS, BERMUDA

“Design is in everything we see.
Whether at home, work or traveling
internationally; these visions mold
our ideas into a design that tells
a unique and fascinating story.”



FOUR SEASONS SHARM EL SHEIKH | SHARM EL SHEIKH, EGYPT



FOUR SEASONS SHARM EL SHEIKH | SHARM EL SHEIKH, EGYPT



HYATT REGENCY TAMAYA RESORT & SPA |
SANTA ANA PUEBLO, NEW MEXICO



LOEWS VENTANA CANYON RESORT | TUCSON, ARIZONA



HYATT REGENCY TAMAYA RESORT & SPA | SANTA ANA PUEBLO, NEW MEXICO



THE RITZ-CARLTON DOVE MOUNTAIN | TUCSON, ARIZONA



THE RITZ-CARLTON BACHELOR GULCH | AVON, COLORADO



THE RITZ-CARLTON BACHELOR GULCH |
AVON, COLORADO



FOUR SEASONS JACKSON HOLE |
JACKSON HOLE, WYOMING



FOUR SEASONS VAIL | VAIL, COLORADO



SUNCADIA RESORT | ROSLYN, WASHINGTON



MONTAGE DEER VALLEY | PARK CITY, UTAH



W DALLAS VICTORY HOTEL AND RESIDENCES | DALLAS, TEXAS



MONTAGE BEVERLY HILLS | BEVERLY HILLS, CALIFORNIA



FOUR SEASONS HOTEL SILICON VALLEY AT EAST PALO ALTO | EAST PALO ALTO, CALIFORNIA



W HOLLYWOOD HOTEL AND RESIDENCES | HOLLYWOOD, CALIFORNIA



OMNI HOTEL NASHVILLE | NASHVILLE, TENNESSEE



JW MARRIOTT CONVENTION CENTER HOTEL | AUSTIN, TEXAS



VENETIAN MACAO RESORT HOTEL | MACAU ISLAND, MACAU, SAR, PEOPLE'S REPUBLIC OF CHINA



THE PALAZZO LAS VEGAS | LAS VEGAS, NEVADA



ARIA HOTEL & CASINO AT CITYCENTER LAS VEGAS, NEVADA



JW MARRIOTT SAN ANTONIO PGA RESORT | SAN ANTONIO, TEXAS



HKS ARCHITECTS
Architect of Record

TAH. MAH. LAH. RESIDENCE | PORTOLA VALLEY, CALIFORNIA



TAH. MAH. LAH. RESIDENCE | PORTOLA VALLEY, CALIFORNIA



ASPEN VALLEY RANCH | ASPEN, COLORADO



HAWAIIAN HOUSE | BIG ISLAND, HAWAII



Geolo Capital



Sponsor Qualifications – Who We Are

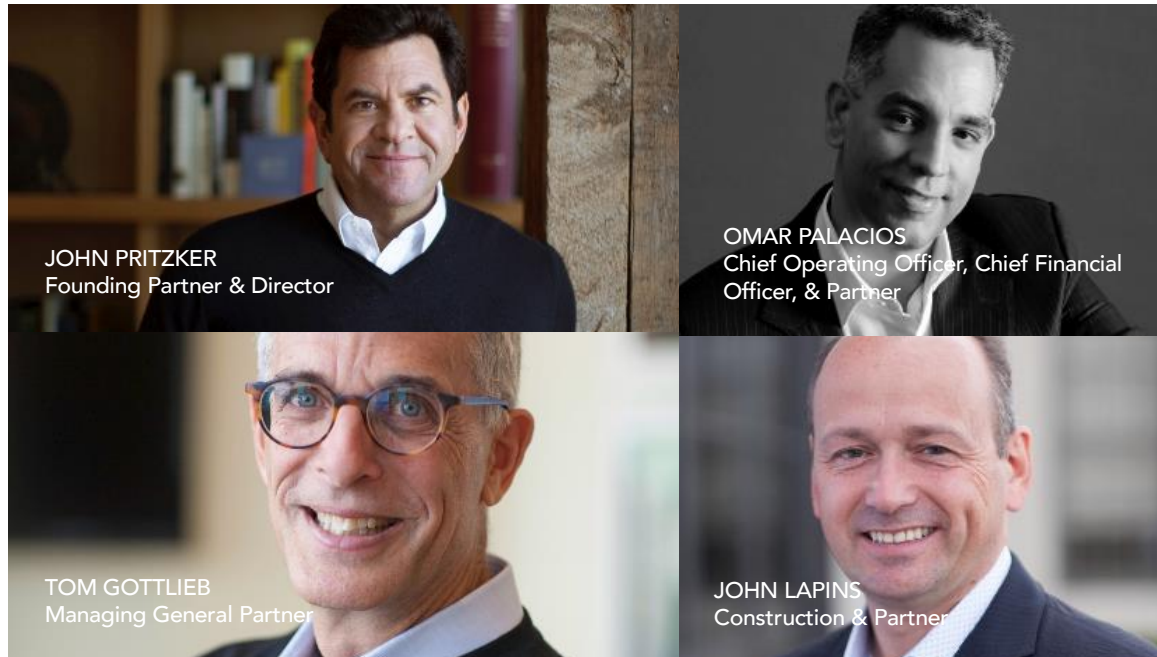
Geolo Capital is the San Francisco-based private equity investment arm of the John A. Pritzker family office. We are both an operator and investor focused on three core areas: real estate, hospitality, and consumer companies.

- A developer, owner, and operator with expertise in complicated adaptive reuse projects, historical restorations, and ground-up development.
- We look for unique opportunities and create substantial value by driving revenue and increasing net operating income.
- Our integrated hotel management arm, Two Roads Hospitality, provides unparalleled operating expertise throughout a broad spectrum of hospitality products.
- Our hands-on asset management philosophy and our team of experienced professionals add value throughout the development process.
- We're backed by multigenerational relationships developed through the Pritzker network, enabling us to source and close off-market transactions.
- And because we think and act like a private equity fund and a family office, we evaluate investments for both long-term appreciation and risk-adjusted IRR.

Sponsor Qualifications – Meet the Team



Our partners collectively have more than 150 years of hotel and real estate experience





Two Roads Hospitality



COMMUNE //
HOTELS + RESORTS

DESTINATION[®]
HOTELS

COMPANY OVERVIEW
August 2016



WE CREATE
TRANSFORMATIVE
EXPERIENCES
THAT INSPIRE THE
HUMAN SPIRIT



WHO WE ARE

The only multi-branded company specializing solely in boutique and lifestyle hotels and resorts

A partner to our owners

An innovative and iconic restaurant, bar and event company

Defined by team members who are empowered, engaged and who want to work with us

An organization with strong leadership, who unlike the large chain companies, is available and engaged with its investor clients and team members



THOMPSON SEATTLE



SKAMANIA LODGE



L'AUBERGE DEL MAR

OUR COMPANY BY THE NUMBERS

+45

years of independent and boutique hotel and resort management, development, and ownership experience

+200

unique restaurant & bar concepts generating +\$600M in revenues

5

distinctive brands – *Alila, Destination, Joie de Vivre, Thompson and tommie*

44%

of total portfolio revenues are driven by ancillary revenues

9

Global Sales Offices

+18,000

empowered team members

+90

properties that generate +\$2 billion in revenue annually

COMPETITIVE ADVANTAGES



VAIL CASCADE



HOTEL VITALE

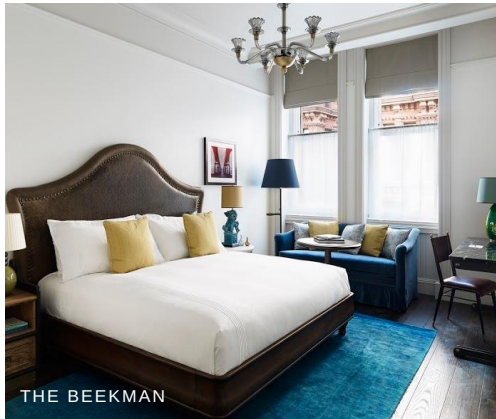
Proven track record of increasing net asset value and driving owner returns

Top-line performance at a fraction of the cost

Flexible approach to hotel design, development and operations



CHICAGO ATHLETIC ASSOCIATION



THE BEEKMAN

Revenue generation through multi-channel optimization

Dynamic sales and marketing platform with global presence

Dedicated property-specific social media

OUR HISTORY...



MAY 1987

Chip Conley founds *Joie de Vivre*, opening the Hotel Phoenix in San Francisco

SEP 2001

Thompson opens first hotel in NYC's SoHo



**OCT 2011
MERGER**
COMMUNE
HOTELS + RESORTS

JUN 2013

tommie announced as Commune Hotels & Resorts' newest brand

MAY 2014

Alila Hotels & Resorts brand joins the family

Alila

**JAN 2016
MERGER**

COMMUNE // **DESTINATION**
HOTELS + RESORTS HOTELS

1974

Destination Hotels & Resorts formed by Lowe Enterprises to support hotel management platform



OUR BRANDS

Alila

Contemporary luxury, stylish and relaxing resort environments



DESTINATION[®]
HOTELS

Highly distinctive resorts, drawing from the diversity of each location



joie de vivre
HOTELS & RESORTS

Delightfully eclectic set of boutique hotels, each created to be utterly unique



THOMPSON HOTELS

A luxury, lifestyle collection for the sophisticated and authentic traveler

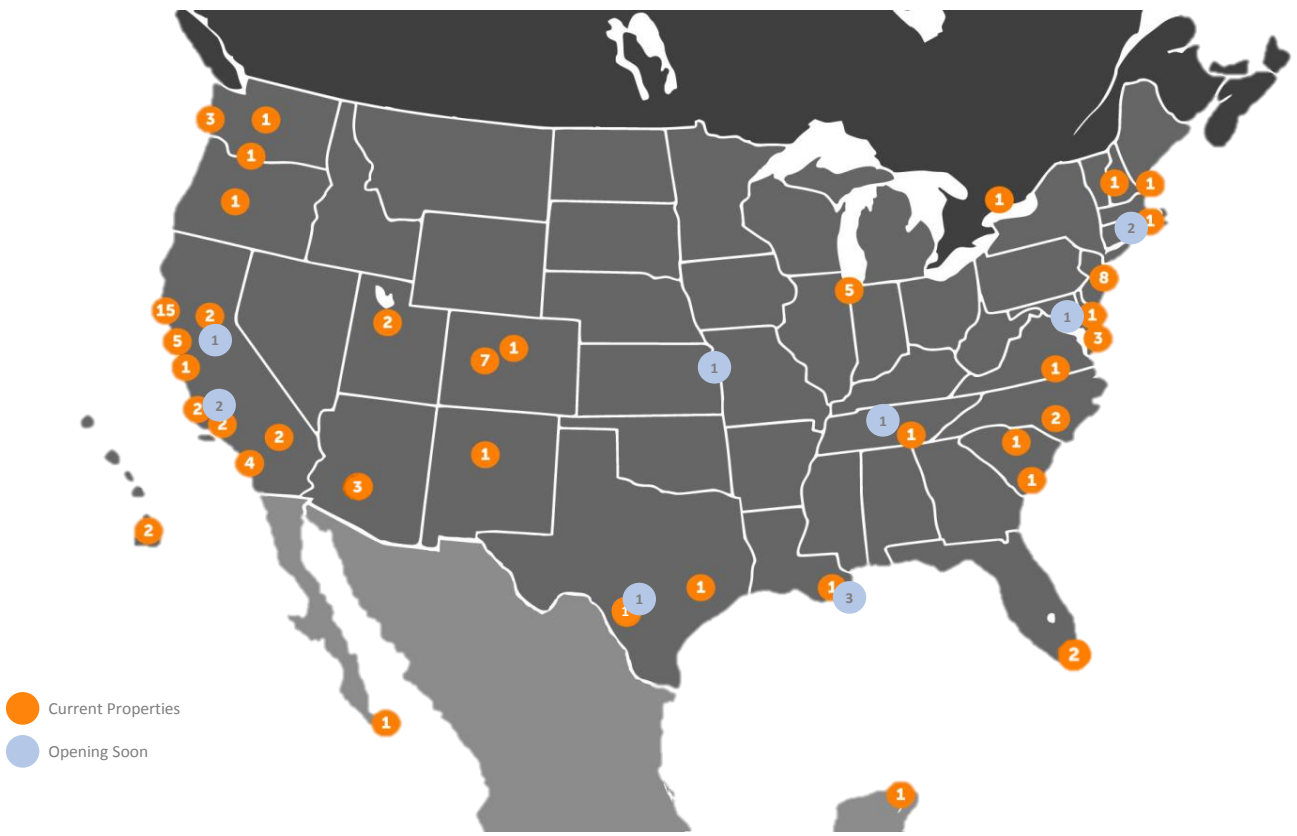


tommie

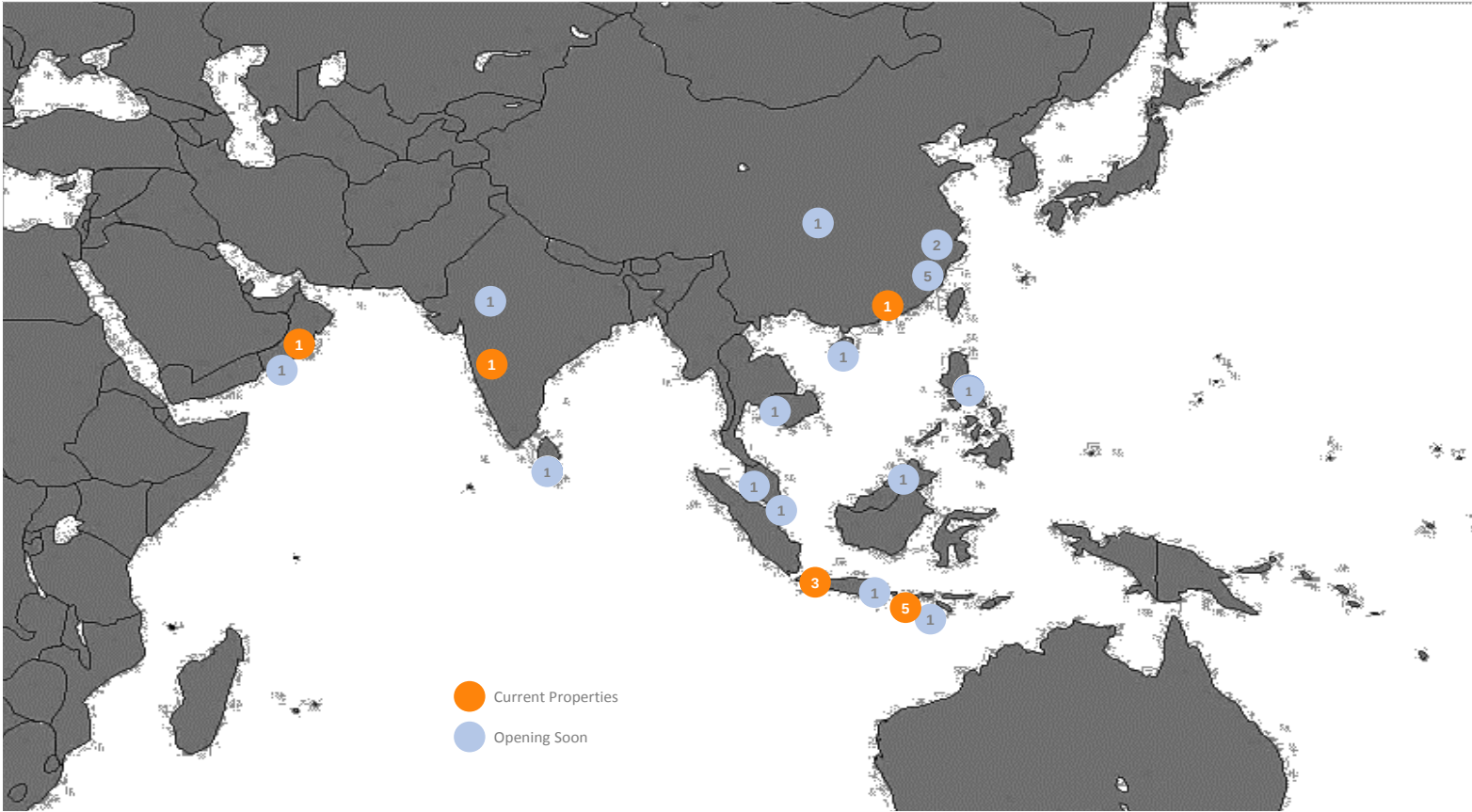
Micro-lifestyle hotels designed for the millennial-minded traveler



NORTH AMERICAN PORTFOLIO



ASIAN/MIDDLE EASTERN PORTFOLIO



● Current Properties
● Opening Soon

RESTAURANTS, BARS AND NIGHTLIFE

We cultivate our restaurants & bars to become an integral part of every unique destination, where *“guests feel like locals and locals want to be.”* We specialize in creating award-winning restaurants through partnerships with local and international celebrity chefs and restaurateurs. There are currently more than 200 Restaurant & Bar outlets within the company’s portfolio.

Our locally-inspired restaurant, bar, lounge and nightlife concepts fill gaps in their markets to establish themselves as the *“place to be and be seen.”* Current outlets consistently create their own marketing engine to help drive net income.



Sam Leong



John Besh



Josh Henderson

Alila

DESTINATION[®]
HOTELS

joie de vivre
HOTELS & RESORTS

THOMPSON HOTELS

tommie

EVENTS

Driving Revenues through Banquets and Catering

- In 2016, our portfolio properties are forecasted to generate \$220 million in banquets and catering revenues

Capturing Group Business Across the Portfolio

- ±2 million SF of function space
- 8 conference center hotels/resorts in key markets
- \$27 million in portfolio-wide conference services revenues during the TTM for June 2016



Alila

DESTINATION[®]
HOTELS

joie de vivre
HOTELS & RESORTS

THOMPSON HOTELS

tommie

TECHNICAL SERVICES

With more than 45 years of proven experience in hotel and resort development, we have the expertise and resources to bring the Hotel from feasibility to opening. Our dedicated Technical Services team provides the following functions:

Project Feasibility Analysis

Project Documentation

Pre-Construction

Construction

Closeout



SALES & MARKETING

All portfolio hotels and resorts contribute to a Centralized Brand Sales and Marketing fund. These funds support the sales, brand marketing, PR and revenue management initiatives, as follows...

Sales

- Sales deployment and oversight
- Technological systems support
- Trade show representation & roadshows

Marketing

- Brand campaigns
- Website development and optimization
- Special initiative support, ie. renovations and repositionings

Social Media

- Property-specific social media
- Tools for content - Offerpop, Hootsuite and Revinate

Public Relations

- Collective brand PR initiatives and general PR support
- Press releases posted to brand website press room
- All media and press related assistance



2015 Portfolio Segmentation		
	<u>Rooms Rev</u>	<u>% of Total</u>
Transient	\$561 M	70.5%
Group	\$235 M	29.5%
Total	\$796 M	100%

EMPLOYMENT CULTURE

Over 18,000 Empowered Team Members

A key difference from the larger chains, we attract, employ, and retain the best and most innovative talent in the industry.

Culture

With a commitment to creating transformative experiences, we pledge ourselves to diversity and inclusion. We encourage all team members to be their best authentic selves.

Corporate Support Platform

“Best-In-Class” training programs, centralized benefits, compensation, legal, risk management, and employee-labor relations, and support for our properties with the best systems and technology.

Retention & Bench Strength

We maintain a deep pool of qualified candidates and promote from within the family.



Alila

DESTINATION[®]
HOTELS

joie de vivre
HOTELS & RESORTS

THOMPSON HOTELS

tommie

DIRECT CORPORATE SUPPORT & OVERSIGHT



Thomas P. Luersen
Chief Operating Officer



Jamie Sabatier



Niki Leondakis



André Fournier
*Executive Vice President
Sales & Marketing*



Todd Wynne-Parry
*Executive Vice President
Acquisitions & Development*



Shirli Sensenbrenner
*Senior Vice President
Design and Construction*



Andrew Arthurs
Senior Vice President and CIO



Jorge Treviño
*Executive Vice President
Opening & Transitions*



Robert Mellwig
*Senior Vice President
People Services*



Kathleen Cullen
*Senior Vice President
Revenue Management*



Ron Sheldon
*Senior Vice President
Design and Tech Services*



Marie Torres
*Vice President
Marketing & Branding*



Lana Trevisan
*Vice President
Restaurants, Bars and Events*



Matthew Stuhl
*Vice President
Restaurants, Bars and Events*



COMMUNE // DESTINATION[®]
HOTELS + RESORTS HOTELS



Select Luxury Properties

CARMEL VALLEY RANCH

While Carmel Valley Ranch has been a favorite getaway spot for decades, the resort reimagined itself as something more than a traditional escape. Guests can play 18 holes of world-class golf, access hundreds of miles of hiking trails, wander around an organic garden, learn about honey bees in an apiary, explore vineyard terroir, enjoy mountain-top yoga, and then relax by their choice of pools—all within one 500-acre playground. There are three individual neighborhoods of guest suites, with stunning views of the valley and a sense of relaxing privacy.



Location: Carmel by the Sea, CA

Brand: Joie de Vivre

Keys: 140

Food & Beverage: 3 restaurants

Meeting Space: 47,000 sf



L'AUBERGE DEL MAR

This luxury California beach resort sets a new standard in coastal hospitality. Reminiscent of a private, coastal estate, the resort's mantra "relaxing by day, stylish by night" encapsulates the experience. This stylish seaside hotel offers 121 guest rooms and suites, award-winning dining options, an ocean-inspired wellness spa, private walking path to the beach and relaxing pool area. Offering the perfect balance of beachy casual and upscale chic, L'Auberge ranks among the top resorts in the world by Condé Nast.

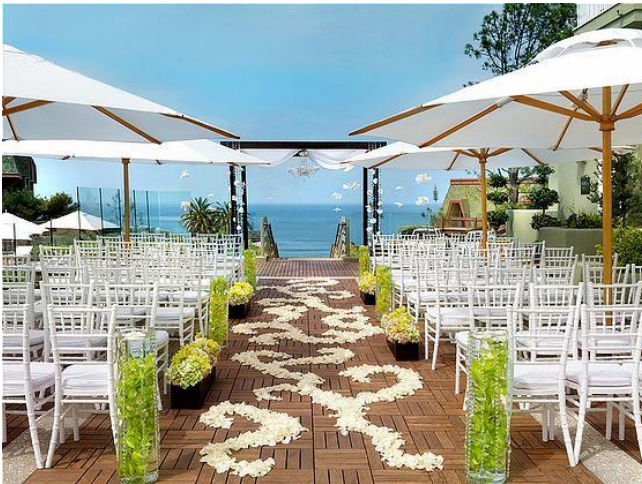
Location: Del Mar, CA

Brand: Destination

Keys: 121

Food & Beverage: 2 restaurants, 2 bars

Meeting Space: 17,000 sf



TERRANEA RESORT

This luxury eco resort offers well-appointed rooms and suites and includes a collection of residential Bungalows, Casitas and Villas. Terranea features an award-winning golf course, the soothing oceanfront Spa at Terranea, four ocean-view pools and a collection of eight distinctive food and beverage outlets. As the location of many Hollywood films and television shows, all who come to Terranea feel as though they've walked onto the set of paradise.



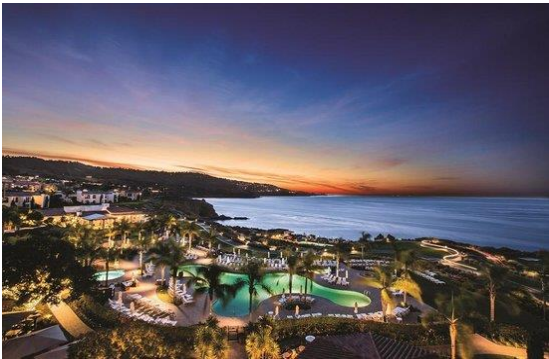
Location: Rancho Palos Verdes, CA

Brand: Destination

Keys: 360

Food & Beverage: 5 restaurants, 1 bar,
1 lounge, 1 grab-and-go

Meeting Space: 60,000 sf indoor +
75,000 sf outdoor



VENTANA INN & SPA

Ventana is a destination for your soul - an exclusive hideaway and an escape from the stresses of daily life. Set amid 243 acres on the rugged Pacific Coast, Ventana takes its inspiration from its majestic surroundings offering guests the utmost in privacy and serenity. Guests can revitalize at the Spa, relax at one of two outdoor pools, or stargaze from the Japanese baths. At the Restaurant at Ventana, Chef Paul Corsentino prepares an eclectic menu rooted in classic cuisine while incorporating playful twists that feel right at home in the unpretentious surroundings.



Location: Big Sur, CA

Brand: Joie de Vivre

Keys: 60

Food & Beverage: 1 restaurant

Meeting Space: 8,000 sf



PERFORMANCE METRICS

	RevPAR Index 2015					
	<u>Transient Weekday</u>	<u>Transient Weekend</u>	<u>Group Weekday</u>	<u>Group Weekend</u>	<u>Total Weekday</u>	<u>Total Weekend</u>
Carmel Valley Ranch	114.9%	124.5%	108.8%	116.3%	112.3%	122.2%
L'Auberge Del Mar	110.1%	129.7%	87.8%	84.5%	101.3%	116.4%
Terranea Resort	70.5%	94.9%	111.4%	110.4%	92.7%	101.3%
Ventana Inn and Spa*	N/A	N/A	N/A	N/A	N/A	N/A

	2015 Performance Metrics					
	<u>Occ</u>	<u>ADR</u>	<u>RevPAR</u>	<u>Total Rev</u>	<u>GOP</u>	<u>RevPAR Index</u>
Carmel Valley Ranch	79%	\$194	\$153	\$11 M	46%	116.0%
L'Auberge Del Mar	81%	\$370	\$299	\$27 M	43%	106.4%
Terranea Resort	67%	\$339	\$226	\$129 M	32%	95.6%
Ventana Inn & Spa	97%	\$756	\$731	\$20 M	34%	115.6%

*Ventana segmentation data not available for 2015



COMMUNE //
HOTELS + RESORTS

DESTINATION®
HOTELS





Exhibits

Please find the Exhibits:

- › Preliminary Development Program
- › Development Schedule
- › Respondent Project Entity Organizational Chart
- › Koch Equity Investments Letter of Intent
- › Hall Structured Finance Letter of Intent



Preliminary Development Program

PROGRAM SUMMARY

	SF	SF/Key	%
Public Areas			
Interior	24,210	214	23%
Exterior	21,800	193	
Guestrooms			
Interior	63,120	559	60%
Exterior	15,430	137	
Administration & Back-of-House	18,175	161	17%
Parking (119 spaces)	38,318		
TOTAL SF INTERIOR	105,505	934	100%
TOTAL SF EXTERIOR	37,230	329	

GUESTROOM SUMMARY

	Modules Per Key	Total Modules	Keys	%	Kings	DQ	1 Bdr Suites	3 & 4 Bdr Suites
Typical Guestroom	1.00	102	102	90.27%	87	15		
Suites	2.00	14	7	6.19%	0	0	7	
Villas	1.00	4	4	3.54%			4	
TOTAL GUEST ROOMS		120	113	100.00%	87	15	11	0

PROGRAM DETAILS

A. PUBLIC AREAS		
1. ENTRY, REGISTRATION & LOBBY	SF	
a. Porte Cochere (Exterior)	0	
b. Reception	200	
c. Living Room/Lounge	1,200	
d. Concierge	100	
e. Bag/Bellman	100	
f. Public Circulation	370	
g. Restrooms	400	
SubTotal	2,370	
2. FOOD & BEVERAGE	Seats	SF
a. Restaurant	60	1,500
b. Private Dining/Wine Room	12	300
c. Bar/Lounge	17	500
d. Restrooms		400
e. Host Area/Circulation		50
f. Exterior Terrace	0	0
SubTotal		2,750
3. FUNCTION SPACE	SF	
a. Ballroom	3,000	
b. Meeting Rooms	1,700	
c. Boardroom	600	
d. Prefunction	1,800	
e. Business Center	0	
f. Restrooms (Ballroom)	500	
g. Entry Lobby	200	
h. Event Lawn	10,000	
i. Hobby Winery (Exterior Pavilion)	0	
j. Circulation & Miscellaneous	500	
SubTotal	18,300	

4. SPA	SF
a. Lobby/Reception/Retail	300
b. Relaxation/Lounge/Circulation	500
c. Office/BOH	450
d. Treatment Rooms - 6 each/240 sf	1,440
e. Locker Rooms	500
f. Exterior Circulation/pool	4,000
SubTotal	7,190

5. INTERIOR AMENITIES	SF
a. Fitness Studio	1,500
b. Restrooms	200
c. Circulation & Miscellaneous	150
SubTotal	1,850

6. EXTERIOR AMENITIES	SF
a. Pools	3,200
b. Pool Decks	4,100
c. Circulation & Miscellaneous	500
SubTotal	7,800

7. RETAIL	SF
a. Gift Shop	200
b. Other Retail	0
c. Circulation & Miscellaneous	0
SubTotal	200

PUBLIC AREAS TOTAL	47,010
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HRV HOTEL PARTNERS

B. GUESTROOMS - INTERIOR SPACE				
1. GUESTROOM MODULES	Keys	Modules	SF/Module	Total SF
a1. King 15' X 33' = 495 SF	87	87	495	43,065
a2. King 15' X 33' = 495 SF	15	15	495	7,425
a3. Suites	7	14	495	6,930
a4. Spa Suites	4	4	700	2,800
a5. 4-Bedroom Residential				
b. Guestroom Corridors				Exterior
c. Guest Elevators				0
d. Service Elevators & Service Core				300
e. Exit Stairs				1,500
f. Mechanical/Electrical				350
g. Housekeeping/Linen				500
h. Miscellaneous Service				250
Guestrooms - Interior Space Total				63,120

GUESTROOMS - EXTERIOR SPACE			
1. GUESTROOM MODULES	QTy	SF/Each	Total SF
a1. King			
Balconies	45	90	4,050
Terraces	42	120	5,040
a2. Double Queen			
Balconies	7	90	630
Terraces	8	120	960
a3. Suites			
Balconies	3	90	270
Terraces	4	120	480
a4. Spa Suites			
Terrace	4	1000	4,000
a5. 4-Bedroom Residential			
Terrace			
b. Guestroom Corridors			
c. Exterior Circulation			
Guestrooms - Exterior Space Total			15,430

C. ADMINISTRATION & BACK-OF-HOUSE	
1. GENERAL ADMINISTRATIVE	SF
a. Luggage Storage	200
b. Front Desk Administrative	150
c. Accounting Administrative	150
d. General Administrative	200
e. Executive Offices	250
f. Circulation	700
SubTotal	1,650

2. SPECIALTY RESTAURANTS	Seats	SF
a. Restaurant	72	1,800
b. Private Dining/Wine Room	20	500
c. Bar/Lounge	27	800
d. Roof Top Bar	67	2,000
e. Restrooms		400
f. Host Area/Circulation		50
g. Exterior Terrace	33	1,000
SubTotal		6,550

3. FOOD & BEVERAGE PREPARATION & STORAGE	SF
a. Kitchen	1,800
b. Specialty Restaurant Kitchen	1,500
c. Service	150
d. Pantry	300
e. Banquet Storage	75
f. Chef's Office	75
g. Dry Storage	100
h. Refrigerated Storage	100
i. Room Service	125
j. Circulation	400
SubTotal	4,625

4. GENERAL SERVICE	SF
a. Dock	300
b. Receiving Office	100
c. Purchasing Office	100
d. Hold Storage	75
e. Liquor Storage	125
f. Dry Storage	75
g. Refrigerator Storage	150
h. Bulk Storage	150
i. Servibar Storage	200
j. Trash / Can Wash	75
k. Security	100
l. Function Storage	350
m. Misc. Equipment Storage	300
n. Circulation & Miscellaneous	1,500
SubTotal	3,600

5. EMPLOYEE FACILITIES	SF
a. Personnel	150
b. Employee Dining	700
c. Employee Lockers & Rest Rooms	800
d. Miscellaneous Storage	250
e. Circulation & Miscellaneous	400
SubTotal	2,300

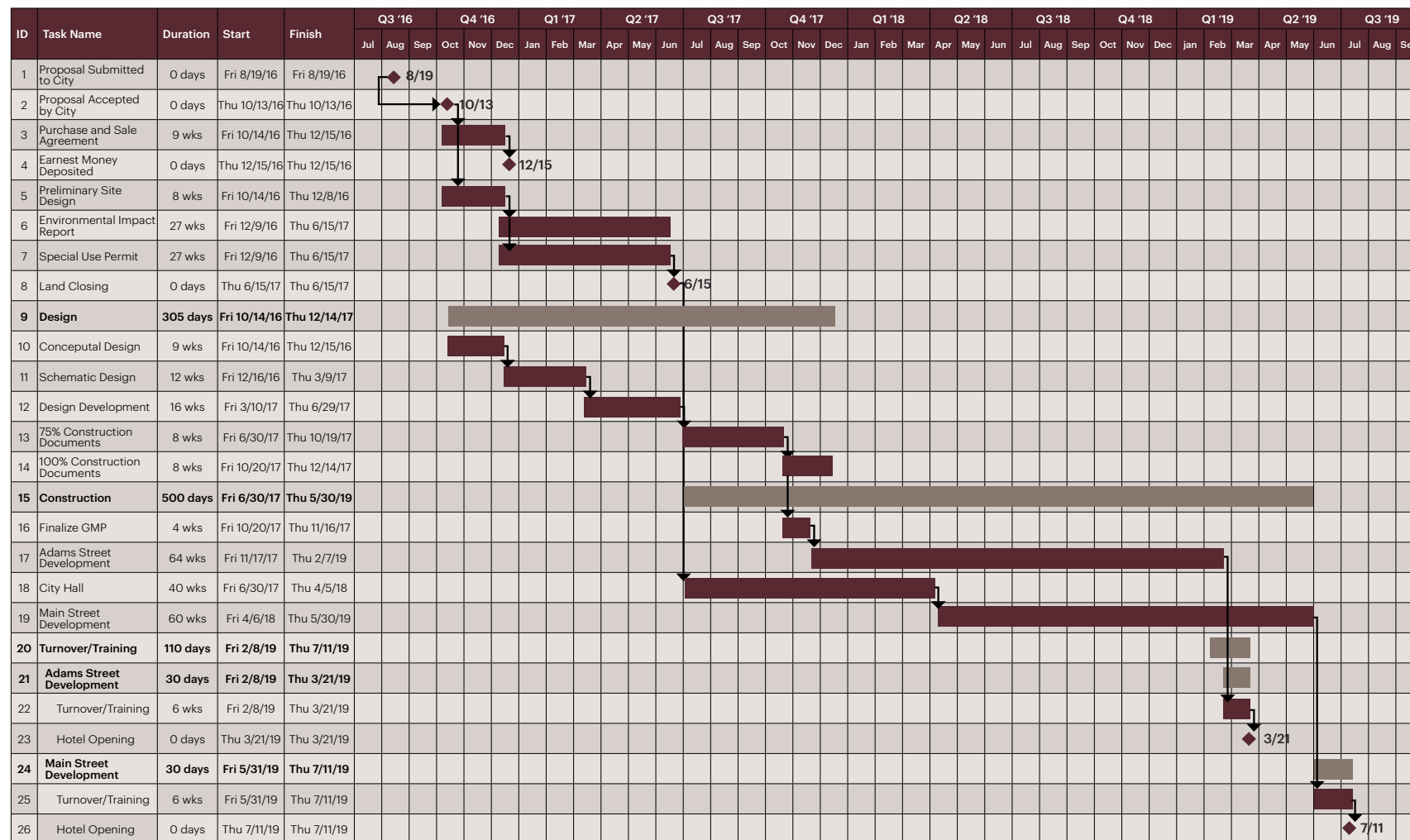
6. HOUSEKEEPING & LAUNDRY	SF
a. Housekeeping & Laundry Offices	100
b. Housekeeping Work & Storage Area	250
c. Laundry	1,700
d. Storage	250
e. Circulation & Miscellaneous	600
SubTotal	2,900

7. MAINTENANCE & ENGINEERING	SF
a. Engineering Office & Secretary	200
b. Engineering Shop & Storage	400
c. Mechanical & Electrical Rooms	1,500
d. Circulation & Miscellaneous	1,000
SubTotal	3,100

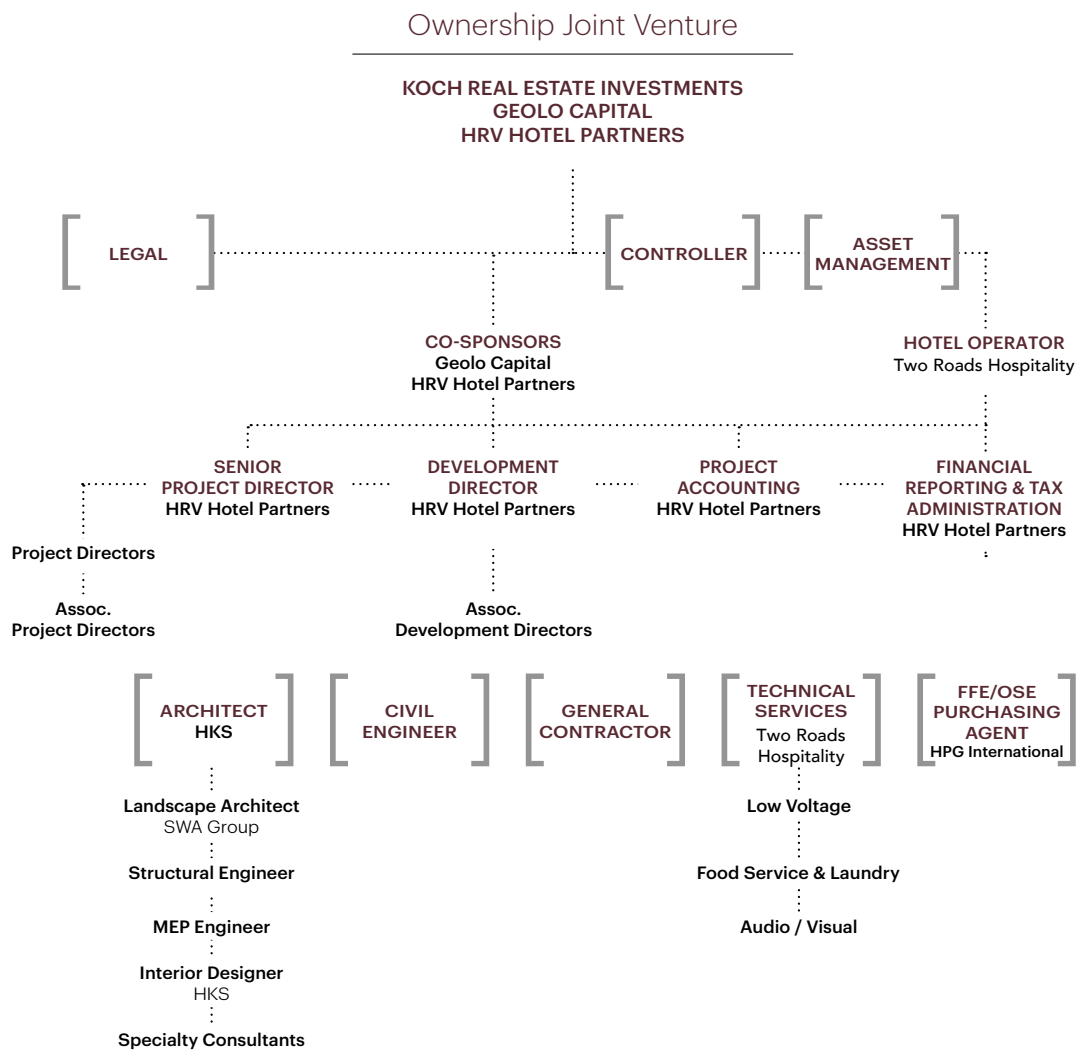
ADMINISTRATION & BACK-OF-HOUSE TOTAL	18,175
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Development Schedule

MAIN STREET AND ADAMS STREET PRELIMINARY PROJECT SCHEDULE



Respondent
Project Entity
Organizational
Chart



HRV HOTEL PARTNERS

August 17, 2016

Noah Housh
City of St Helena
1480 Main Street
St Helena, CA 95574

Re: Letter of Interest in the acquisition and development of Downtown Main Street and the Adam's Street Sites in St. Helena, CA ("LOI")

Mr. Housh:

This LOI is to express Koch Real Estate Investments, LLC's interest in participating as an investment partner with HRV Hotel Partners, LLC and Geolo Capital in the acquisition and development of the Main Street and Adam Street sites.

Koch Industries Inc. is the second largest privately held company in the US with over \$100 billion in annual revenue. Since 2010, its affiliate has invested over \$1B into real estate. In 2015, Koch Industries created a real estate investment arm Koch Real Estate Investments, to continue to execute on the company's real estate strategy and aggregate all real estate investments across Koch Industries Inc.

We have reviewed the RFP's issued by the City of St. Helena and the proposed plan by HRV Hotel Partners and Geolo Capital to acquire and develop the sites into two high quality hotel projects to be managed by Commune Hotels + Resorts / Destination Hotels. Subject to completing our due diligence investigation of the sites and negotiating definitive written agreements encompassing the terms of the deal, Koch Real Estate Investments, LLC remains interested in the potential investment opportunity.

We can be available for a call or in person meeting with you and HRV Hotel Partners to discuss our interest further.

Notwithstanding any of the foregoing, it is understood that this LOI does not represent a binding offer, commitment, or agreement with respect to the proposed investment opportunity. Any such binding offer, commitment, or agreement will arise only when the parties have agreed upon and executed definitive written agreements. As such, this LOI is not to be viewed as dispositive of the issues thereof and is non-binding in all respects. Moreover, none of the parties mentioned above, or any of their respective affiliates or representatives shall have any obligation to commence or continue discussions or negotiations (and, accordingly, may terminate discussions or negotiations at any time for any reason or no reason), to reach or execute any agreement with any other person or entity, to refrain from engaging at any time in any business whatsoever, or to refrain from entering into or continuing any discussions, negotiations or agreements at any time with any third party. This LOI is not intended to impose any obligation or duty on the parties mentioned above, or any of their respective affiliates or representatives (including, without limitation, a duty of good faith, care, loyalty or other fiduciary duty). This paragraph supersedes all other conflicting language in this LOI and shall survive the expiration or withdrawal of this LOI.

202380355.3

Sincerely,

Koch Real Estate Investments, LLC

By: 

Name: Jake Francis

Title: President



2

202380355.3

2 of

HRV HOTEL PARTNERS



August 16, 2016

Richard Holland
Managing Partner
HRV Hotel Partners
3301 Windy Ridge Parkway, Suite 310
Atlanta, Georgia 30339

Re: Adams Street Hotel – St. Helena, California

Dear Richard,

Thank you for expressing an interest in our structured financing program for your project. After having reviewed the information provided us, Hall Structured Finance, Inc. or its designee (referred to herein interchangeably as “HSF or Hall”) is pleased to be able to provide this application for a 1st mortgage construction loan (the “Loan”) to an affiliate of HRV Hotel Partners (the “Sponsor”), a to-be-determined entity (the “Borrower”) developing a 113 room full service hotel located at the intersection of Library Ln and Adams Street in St. Helena, California (the “Property”).

This letter shall not constitute a commitment to provide money by HSF, but rather summarizes certain terms of the Loan, which, if applied for by the Sponsor by its execution of this letter, may be submitted to HSF’s executive committee for review. Any approval of the Loan by HSF and its executive committee shall be in their sole and absolute discretion.

Property:	A to-be-developed 113 room full service hotel located at the intersection of Library Ln and Adams Street in St. Helena, California (the “Property”).
Loan Amount:	The lesser of i) 60% of the “approved construction costs” (see section of this letter titled Estimated Sources and Uses of Proceeds Schedule), ii) \$52,500,000, or iii) 55% of the appraised value of the Property on an as completed basis (the “Loan” or the “Loan Amount”). The Loan shall be advanced in accordance with a “to-be” determined funding schedule.
Collateral / Security Interest:	The Loan shall be secured by a first lien mortgage encumbering the Property, a security agreement and first priority security interests in the ownership interests of the Borrower, and to the extent any (or all) of the ownership interests of the Borrower are single asset or limited asset entities, a pledge of the ownership interests in such entities.

2323 Ross Avenue, Dallas, TX 75201
214-269-9500

www.hallstructuredfinance.com
214-269-9490 (fax)

Application Letter – Adams Street Hotel – St. Helena, California
Page 2

The Loan documents shall be prepared by HSF’s counsel and all legal documentation will be subject to HSF’s approval, so as to assure HSF the rights set forth herein. The Loan documents shall contain the final agreement between the parties and shall control in all instances in the event of a conflict in the terms of this Letter and the Loan documents.

Equity Requirement:	As of Closing, the Sponsor shall have contributed cash equity capital contributions (net of any fees to affiliates) of not less than \$34,928,388 (the “Cash Equity”) which shall have been used or will be used to fund approved land acquisition costs and construction costs prior to funding of the Loan.
Loan Commitment Fee:	A “Commitment Fee” equal to 2.00% of the Loan Amount, shall be earned by HSF and paid at Closing.
Loan Exit Fee:	An “Exit Fee” equal to 2.00% of the Loan Amount, shall be earned by HSF at Closing and paid to HSF upon full repayment of the Loan (whether such payoff comes on, before or after the Maturity Date).
Interest Rate:	Interest on the Loan shall accrue at a rate of 30 Day LIBOR plus 8.75% per annum (the “Interest Rate” and “Interest”).
Monthly Debt Service Payments:	During the primary term debt service shall be due monthly (first day of each subsequent month) in an amount equal to Interest as accrued. Thereafter, during any extended term period, debt service shall be due monthly in an amount equal to Interest as accrued, together with principal amortization based on a 25 yr / 300 month term (reduced for each month in which debt service has been paid from the end of the primary term).
Estimated Closing:	Within 60 days of execution of this letter (the “Closing” or “Closing Date”).
Term:	The Loan shall have a term which is three (3) years from the first day of the month following the Closing Date (the “Maturity Date”). The Loan may be extended (the “Extended Loan Term”) for two additional one year periods following the Maturity Date (the “Extended Maturity Dates”) under the terms provided for herein, and provided that the Borrower has met the following “Extension Criteria”:

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1. Written notice to HSF from Borrower, not less than 60 or more than 90 days prior to the Maturity date (or the 1st Extended Maturity Date as applicable) that the Loan is to be extended (the “Extension Notice”).
2. Each Extension Notice shall provide evidence that the Property is generating sufficient income to generate a debt service coverage ratio (“DSCR” as hereafter defined) equal to or exceeding 1.25x (the “DSCR Extension Test”). If the DSCR Extension Test does not meet or exceed a 1.25x coverage then Borrower will be required to contribute sufficient cash equal to the amount needed to pay-down HSF’s Loan balance to such amount that the coverage is satisfied (“Extension Shortfall Contribution”). The Extension Shortfall Contribution will be required on or before 60 days prior to the Maturity Date (or the 1st Extended Maturity Date if applicable).
3. The DSCR shall be calculated by taking the NOI (as hereafter defined) achieved by the Property during the twelve month period immediately prior to the submission of the Extension Notice including deduction for “Replacement Reserves” (as hereafter defined) and management fees, divided by the projected debt service payments on the Loan during the extended term, based on the then current Interest Rate at the time the DSCR calculation is submitted.
4. No Event of Default shall have occurred and be continuing under the Loan documents at the time an Extension Notice is submitted or anytime thereafter prior to the Maturity Date (or in the event of the second extension the first Extended Maturity Date).
5. Payment of an extension fee equal to 0.5% of the outstanding balance on the Loan payable upon submission of each Extension Notice.

NOI is defined as: for any period, the Gross Revenues during the applicable period minus Operating Expenses during such period.

Gross Revenues is defined: for any period, all revenues of Borrower, determined on a cash basis, derived from the ownership, operation, use, and occupancy of the Project during such period; provided, however, that in no event shall Gross Revenues include (i) any loan proceeds, (ii) proceeds or payments under insurance

policies (except proceeds of business interruption insurance); (iii) condemnation proceeds; (iv) capital contributions; (v) income from leases; or (vi) any other extraordinary items, in Lender’s reasonable discretion.

Operating Expenses is defined: for any period, the actual costs and expenses of owning, operating, managing, improving, repairing and maintaining the Project during such period incurred by Borrower, determined on a cash basis (except for real and personal property taxes and insurance premiums, which shall be determined on an accrual basis) (including a four percent (4%) management fee, and reserve deposits (as determined by Lender in its reasonable discretion)), excepting, however, (i) interest or principal due on the Loan and (ii) Capital Expenditures. All Operating Expenses shall be related to the Project, shall be for services from arm’s length third party transactions or equivalent to the same and shall exclude all expenses for debt service and depreciation and other similar non-cash items.

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HRV HOTEL PARTNERS

Application Letter – Adams Street Hotel – St. Helena, California
Page 5

Estimated Source and Use Of Proceeds Schedule:

	Total	% of Cap Structure	Per Room (113)
Sources of Cash			
HSF Senior Loan	52,500,000	80.05%	464,602
"Borrower Equity"	34,928,388	39.95%	309,101
Total Sources of Cash	87,428,388	100.00%	773,703
Uses of Cash			
Hard Costs & FF&E			
Acquisition Cost	22,050,000	25.22%	195,133
FF&E	7,104,618	8.13%	62,873
Hard Construction Costs	30,193,358	34.53%	267,198
Total Hard Costs & FF&E	59,347,976	67.88%	525,205
Soft & Other Costs			
A&E	3,905,000	4.47%	34,558
Consultant/Legal Fees	750,000	0.86%	6,637
Permits/Utility Tap	3,122,584	3.57%	27,633
Signage/Landscaping/Site Work	2,800,000	3.20%	24,779
Developer Fee	905,801	1.04%	8,016
Property/Other Taxes	250,000	0.29%	2,212
OS&E	3,473,501	3.97%	30,749
Working Capital	1,850,000	2.12%	16,372
Other	50,000	0.06%	442
Contingency	4,558,435	5.21%	40,340
Total Soft & Other Costs	21,665,412	24.78%	191,729
Financing Costs			
HSF Origination Fee	1,050,000	1.20%	9,292
Mtg Broker Fee	525,000	0.60%	4,646
Interest Reserve	4,840,000	5.54%	42,832
Total Financing Costs	6,415,000	7.34%	56,770
Total Uses of Cash	87,428,388	100.00%	773,703

General Contractor - Guaranteed Maximum Contract

The development of the Property shall be done under a bonded guaranteed maximum contract from a general contractor acceptable to HSF.

Construction / Draw Requests:

That portion of the Loan not funded at Closing shall be funded on a monthly basis based upon requests (the "Draw Requests") by the Sponsor to pay expenditures related to the construction of improvements on the Property pursuant to a construction budget approved by HSF prior to Closing consisting of 3rd party hard costs, FF&E, and soft costs (the "Approved Construction Budget")

HSF will engage a third party construction inspector who will monitor the construction and the related Draw Requests on behalf of HSF. The cost related to such Draw Request and 3rd party construction oversight services shall be paid for by the Sponsor. Such cost will be presented to Sponsor for approval prior to incurring same. Cost savings up to a to be determined amount from one line item in the Approved Construction Budget may be

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transferred to another line item with the approval of HSF. Any change order from the Approved Construction Budget over a "to be" determined amount for a single item or aggregate change orders over a "to be" determined amount are to be pre-approved in writing by HSF.

Sponsor will provide "hard" bids from subcontractors reasonably acceptable to HSF and its construction consultant, evidencing that the construction of the Property can be completed within the Approved Construction Budget.

Each Draw Request shall contain a certificate from the managing member of the Sponsor (and other parties related to the management of the construction as may be required by HSF) which shall include the following:

1. Representation that all work completed to date has been completed substantially in accordance with the plans and specs.
2. Representation that all costs incurred to date as compared to the total costs under the Approved Construction Budget do not exceed the percentage of work completed, except for pre-ordered steel, lumber, or other lead-time items.
3. Representation that in the reasonable opinion of the certifying parties that the construction can be completed on time, and on budget.
4. No default shall have occurred and exists.
5. Lien waivers as may be reasonably required by HSF.
6. Copies of invoices supporting any draw request for soft costs.

HSF shall holdback as retainage an amount equal to 10% of any draw request relating to hard and /or soft costs. The retainage related to hard and / or soft costs shall be released upon final acceptance of each work item performed. HSF will entertain the release of retainage for completed work on a case by case basis. Such approval will be at HSF's sole discretion.

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Prepayment Provision: The Loan may be prepaid in full at anytime with 30 days written notice.

Notwithstanding the above, a fee shall be due at the time of prepayment (the “**Prepayment Fee**”) if the date of prepayment is less than 18 months from the date the final certificate of occupancy is received and the Property has been accepted and is live on the hotel franchise reservation system (the “**Final CO/Franchise Acceptance**”).

The Prepayment Fee shall be calculated as noted immediately below.

- 1) Multiply the Loan Amount by the Interest Rate (applicable at the time of prepayment), and divide such amount by 360 (the “**Daily Amount**”).
- 2) Determine the number of days from the date of prepayment to that date which would be 18 months from the date of Final CO/Franchise Acceptance (the “**Prepayment Time Period**”).
- 3) Multiply the Daily Amount by the Prepayment Time Period, adjusted to reflect a monthly compounding factor.

Interest Reserve: An interest reserve will be set –up and funded as part of the Closing (the “**Interest Reserve**”). So long as no default occurs funds from the Interest Reserve may be drawn on monthly to cover the Sponsor’s interest payment obligation to HSF. The Interest Reserve may be “rebalanced” from time to time at the reasonable discretion of HSF based on the estimated average outstanding Loan balance from the date of such estimate thru the then projected completion date for the Property, multiplied by the then applicable Interest Rate (using the Libor rate at the time of such estimate). Sponsor, subject to HSF’s approval, will have the ability to adjust budgeted line items to address needs provided that amounts moved from one line item to another remain sufficient to complete each specific line item as initially approved.

Cash Management and Lockbox: At Closing, Sponsor shall enter into a lockbox agreement and establish a lockbox with a depository institution acceptable to HSF (the “**Lockbox Account**”). HSF shall have a pledge of such account, with the Sponsor being a designated beneficiary. Such Lockbox Account shall remain dormant until notice by HSF upon default by Sponsor.

Tax, Insurance, and Replacement Reserve Escrows (the Operating Escrows):

Upon completion of the project, the Sponsor shall be required to fund to HSF or otherwise escrow in a manner satisfactory to HSF on a monthly basis: i) tax escrow in an amount sufficient such that property taxes can be paid 30 days before they become delinquent; (ii) insurance escrow in an amount sufficient to pay annual insurance premiums 30 days before expiration of the current year’s policy; and (iii) “**Replacement Reserves**” as may be reasonably required by HSF. Replacement Reserves shall be 2% during the first 12 months of operations, 3% during the second 12 months of operations, and thereafter 4% of gross revenues. Notwithstanding the above, the amount of taxes and insurance for the 1st year of the Loan (construction period) must be prepaid by the Sponsor or properly accounted for in the approved budget at Closing.

Documentation and Requirements:

The Loan documents shall be acceptable to HSF’s counsel in its reasonable discretion and all legal matters, whether or not specifically referred to herein, shall be acceptable in all respects to such counsel in its reasonable discretion and shall be supported by such representations, warranties and opinions of counsel, and by such evidence, assurance or proof relating to legal matters as HSF and its counsel shall reasonably deem necessary or appropriate. Without limiting the foregoing for the purposes of due diligence prior to Closing, HSF and its counsel shall reasonably require the following items, each of which must be acceptable to them in their reasonable discretion: (i) property and liability insurance (including terrorism insurance as may be required by HSF); (ii) title insurance in an amount equal to the Loan Amount plus all potential accruals, UCC searches, and municipal violation searches; (iii) a current survey for the Property; (iv) licenses or authorizations necessary to operate the Property; (v) all management, operating, maintenance and other agreements affecting the Property; (vi) the availability of all utilities; (vii) all necessary corporate or partnership organizational documents, resolutions and consents; and (viii) financial statements of the Significant Parties.

Management Agreement: The management agreement shall provide HSF a right to terminate the management agreement without penalty upon the occurrence of an Event of Default under the Loan documents which is not cured during the allowable cure periods. Management fees shall be subordinated to the payment of debt service due on the Loan.

Agreement With Affiliates: All other agreements with affiliates of the Sponsor and /or payments to affiliates of the Sponsor or the management company shall be subject to the prior approval of HSF.

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Application Letter – Adams Street Hotel – St. Helena, California
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Completion Guaranty: The significant parties / key principals of the Borrower (including spouses and family trusts as may be applicable) (the “**Significant Parties**”) shall provide a full financial guaranty until the completion of the Property (the “**Completion Guaranty**”). The Completion Guaranty shall be styled as a full financial guaranty of the Loan which shall be released only upon the delivery of lien free completion of the Property, and a final Certificate of Occupancy on or before ____ months following the Closing Date (the “**Completion Date**”).

“Carve Out” Guaranty and Indemnity: Upon release of the Completion Guaranty described above, the Loan shall be non-recourse to the Borrower, its members, and the significant parties / key principals (including spouses and family trusts as may be applicable) (the “**Significant Parties**”), except the Loan shall be fully recourse to the Significant Parties (as may be acceptable to HSF in its sole and absolute discretion) as a result of certain events or actions by the Borrower, Significant Parties and or their members or partners which are commonly referred to as “bad boy acts”, and which include but may not be limited to: i) the filing of voluntary or involuntary bankruptcy by or against the Borrower and / or the Significant Parties; ii) fraud (proven or alleged) or intentional or material misrepresentation by the Borrower or any Significant Party related to the Loan or Property; iii) misappropriation of insurance or other proceeds of the Borrower; iv) criminal acts by the Significant Parties resulting in the loss or forfeiture of all or any part of the Property or assets of the Borrower; v) sale, conveyance or further encumbrance of the Property or Borrower without the consent of HSF; vi) loss of franchise (if applicable); vii) non-payment of taxes and insurance associated with the Property / Loan, or the non-payment of other debts as they come due and payable that result in an encumbrance on the Property; and viii) payments or distributions to affiliates of the Borrower in violation of the Loan Documents (collectively, the “**Carve Out Guaranty**”). The Carve Out Guaranty will also include (1) an indemnity in favor of HSF for any loss or expense arising as a result of any false warranty or incomplete covenant, and (2) an assumption and indemnity by the Significant Parties in favor of HSF for all liabilities, costs and expenses related to the bad boy acts, including without limitation, pursuit costs, lawsuits, claims, demands or judgments.

The Significant Parties shall execute an environmental indemnity in favor of HSF in a form and substance acceptable to HSF.

No Additional Liens – Additional Financing: The Loan Documents shall prohibit any lien or security interests encumbering the Property without the prior written consent of HSF.

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Due Diligence and Related Costs:

Further, the Loan Documents shall prohibit any liens or encumbrances on the Property or Sponsor without the prior written consent of HSF, except for any operating or capital leases that are less than or equal to \$25,000 per year.

Funding of the Loan shall be conditioned upon HSF satisfactorily completing its underwriting and due diligence review with respect to the Significant Parties, the Sponsor, the Loan documentation, any other lease (if applicable), and the Property.

In conjunction with the execution of this letter, Sponsor and / or the Significant Parties shall be obligated to provide HSF a due diligence expense deposit of \$25,000 (receipt by HSF confirmed) as hereafter set out (the “**Due Diligence Deposit**”). The Due Diligence Deposit may be used by HSF for direct out of pocket due diligence costs it reasonably incurs in connection with its review and underwriting of the prospective Loan described herein, including but not limited to travel, and third party reports / consultants (which shall include, but may not be limited to environmental reports in compliance with the Small Business Liability Relief and Brownfields Revitalization Act amendments effective Nov. 1, 2006 and ASTM 1527-05 including testing for mold, a project analysis report provided from a construction consulting company, and an appraisal). HSF will attempt to utilize third party reports completed for the Sponsor that have been updated and can be relied upon by HSF (provided however no reliance will be accepted on reports which would be older than 6 months or more as of the anticipated Closing Date). That does not prohibit HSF from possibly needing to engage a third party for a due diligence report that HSF determines it will need as part of its due diligence.

Sponsor will notify HSF when it is authorized to undertake to begin documentation of this transaction; and Sponsor and / or the Significant Parties shall be obligated to provide HSF a legal expense deposit of \$25,000 (receipt by HSF confirmed) prior to HSF engaging legal representation as hereafter set out (the “**Legal Expense Deposit**”).

Notwithstanding anything herein to the contrary, the Sponsor shall pay all actual costs incurred in connection with the origination of the Loan including recording and transfer fees and taxes, intangible tax and/or mortgage recording tax, title charges, survey costs, and all other costs incurred for the documents and services described herein, whether or not a commitment is issued or whether or not the Loan is funded (the “**Additional Due Diligence Costs**”).

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	The Due Diligence Deposit and Legal Expense Deposit will be returned to Sponsor, less any paid or unpaid expenses incurred by HSF in connection therewith, in the event HSF does not approve this transaction or in the event there remains a balance at the time the Loan is funded. In the event the Sponsor elects to not proceed with the Loan for any reason, the Due Diligence Deposit and Legal Expense Deposit shall be forfeited to HSF.
Representation and Warranty:	The Significant Party(s) and Sponsor represent and warrant to HSF that all information submitted to HSF by Sponsor in order to induce HSF to issue this letter is true and correct to the best of its knowledge.
Brokerage or Placement Fees:	The Sponsor represents that it has dealt with no broker or finder in connection with the Loan. The Sponsor agrees to hold HSF harmless from any and all claims arising by, through or under Sponsor of brokerage commissions or finders fees due in connection with its application and the obtaining of the Loan contemplated hereby.
Reporting Requirements:	HSF shall receive monthly, quarterly and/or annual financial information as requested related to the Property, Sponsor, and Significant Parties. HSF may request such other information as it may reasonably require from time to time concerning the Property, the Sponsor, and Significant Parties. Upon HSF's request, Sponsor shall provide annual financial statements which have been "reviewed" by an approved accounting firm, at Sponsor's expense and any time after the occurrence of an event of default, HSF may require financial statements to be audited, at no cost to HSF.
Bankruptcy Remote Structure:	The Property owning Borrower shall be deemed to be bankruptcy remote by HSF in its sole discretion, with provisions providing for an "Independent Director" satisfactory to HSF whose sole responsibility is to vote on matters concerning the filing of Chapter 11 or equivalent insolvency proceedings. Such entity shall be either a partnership with general partner that is either a single purpose corporation, a limited liability company, partnership, or a corporation that shall have as its sole business activity the ownership and operation of the Property. Such entity shall be precluded from incurring additional debt during the term of the Loan without the prior approval of HSF.
Governing Law:	The governing law(s) provided for in the Loan shall be at the sole and absolute discretion of HSF's counsel.

Transfer/Sale of Loan:	The Loan Documents shall provide that HSF have the right to split the Loan into different tranches or notes (which might include without limitation a first mortgage loan and second mortgage loan, an A note and a B note, or a first mortgage loan and a mezzanine loan secured by the membership interests in Borrower) and may sell or hypothecate all or any portion the Loan at any time without the Sponsor's approval. Further, Borrower and the Significant Parties shall agree to cooperate with HSF to the extent necessary with regard to any hypothecation or sale of all or any portion of Loan by HSF, so long as such sale or hypothecation does not effect the terms of the Loan to the Borrower in any material fashion.
Authorization to Proceed:	In conjunction with the closing schedule described herein, the Sponsor upon delivery of the Due Diligence Deposit hereby authorizes HSF to begin its due diligence work related to this project. In providing such authorization the Sponsor understands and acknowledges that: i) the Loan has not yet been approved and might not be approved; and ii) regardless of whether the Loan is approved, the Sponsor will pay for costs and expenses incurred by HSF as provided herein, including without limitation the Additional Due Diligence Costs.
Authorization to Do Background Checks:	The Sponsor and Significant Parties executing this letter hereby authorize HSF to obtain credit reports and other background (employment history; criminal and other) information in connection with their application herewith.
Exclusivity / Breakup Fee:	Neither the Sponsor, the Borrower, or any Significant Party, nor any affiliate thereof shall (a) negotiate with any person a transaction involving debt financing secured by the Property or secured by the ownership interests of the owner of the Property in lieu of the Loan (a "Competing Transaction"), (b) solicit any offers or indications of interest from any person concerning a Competing Transaction or (c) share any information with any person regarding their direct or indirect interests in the Property for the purpose of enabling such person to propose a Competing Transaction, in each case for a period terminating on the later of (i) sixty (60) days following execution of this letter (the "Initial Exclusivity Period"), or (ii) sixty (60) days following the tendering of the Legal Expense Deposit (the "Extended Exclusivity Period") (collectively the "Exclusivity Period"). Notwithstanding the foregoing, (i) HSF, the Borrower, the Sponsor, and each Significant Party agree that the Exclusivity Period shall be extended so long as one or more of the parties (or their consultants, representatives, or lawyers) are negotiating and communicating in

HRV HOTEL PARTNERS

Application Letter – Adams Street Hotel – St. Helena, California
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good faith the structure and the terms and conditions of the Loan, the Loan documents or alternative financing, and (ii) the Exclusivity Period shall terminate in the event that HSF notifies the Sponsor, Borrower or any Significant Party that HSF's executive committee has made a final determination not to approve the Loan.

HSF, the Borrower, the Sponsor, and each Significant Party agree that ascertaining with any certainty the amount of damages HSF would suffer as a result of a breach of the provisions provided herein during the Exclusivity Period would be extremely difficult and imprecise. Therefore, the parties agree to be bound that a reasonable estimation of the damages in the event Borrower, Sponsor, and/or any Significant Party breaches the exclusivity provisions of this agreement as follows: (i) an amount equal to Due Diligence Deposit and Legal Expense Deposit plus all costs incurred by HSF in excess of the Due Diligence Deposit and Legal Expense Deposit in connection with this agreement and the Loan contemplated hereunder, if any, plus attorney's fees, expenses and costs of suit incurred in enforcing this exclusivity provision, plus (ii) an amount equal to two percent (2.00%) of the dollar denominated Loan Amount provided herein. As partial payment for any amounts due under this provision HSF shall be entitled to retain the Due Diligence Deposit and the Legal Expense Deposit.

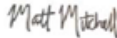
If the terms and conditions set out in this letter and the attachments are acceptable, please indicate your acceptance by executing this letter in the space provided below and returning the letter by September 2, 2016 and deliver by wire transfer (instruction outlined below) or check the Due Diligence Deposit of \$25,000.

We look forward to working with you on this transaction.

Very truly yours,



Michael Jaynes
President



Matt Mitchell
Vice President

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Cindy Black

From: David Duncan <david@silveroak.com>
Sent: Monday, June 26, 2017 7:15 AM
To: Cindy Black
Subject: FW: Adams Street lot



David R. Duncan
President & CEO

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From: David Duncan <david@silveroak.com>
Date: Monday, June 26, 2017 at 7:13 AM
To: "AGalbraith@cityofsthelena.org" <AGalbraith@cityofsthelena.org>, "PWhite@cityofsthelena.org" <PWhite@cityofsthelena.org>, "PDohring@cityofsthelena.org" <PDohring@cityofsthelena.org>, "MKoberstein@cityofsthelena.org" <MKoberstein@cityofsthelena.org>, "Gellsworth@cityofsthelena.org" <Gellsworth@cityofsthelena.org>
Cc: "cityclerk@sthelena.org" <cityclerk@sthelena.org>
Subject: Adams Street lot

City Council,

It has come to my attention that there is a public hearing regarding the sale of the Adams street lot to a hotel developer tomorrow. While I am definitely pro-business for Saint Helena (have you noticed how many empty spaces there are on Main Street?), this project must be considered in the light of the disaster that Los Alcobas is for our city.

I live on Dean York Lane and drive down Elmhurst almost every day (for 15 years). The lack of foresight be the city and the developers for parking has created a snarl on Elmhurst, next to our middle school, and it impacts the enjoyment of the town for many residents. These are the employees of the hotel, not the guests. Another project more than 2x in scope, next to our city library and adjacent to vineyard land that has been planted for more than 100 years (I buy the grapes), must not be approved until EVERY impact is considered.

Please delay a vote until proper time has been given to residents, particularly those directly impacted by the particular project. I did not think Los Alcobas impacted me, other than seeing the monstrosity when I leave

home, but the impact is felt by everyone on the North side of town. More parking for hotel employees is **not** what the Admas street parcel needs.

Vote no, or at least, not yet.

Thanks,

A handwritten signature in black ink, appearing to read 'David R. Duncan'.

David R. Duncan
President & CEO

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Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 6:39 PM
To: Noah Housh; Cindy Black
Subject: Fw: Adams Street Property

Peter G. White
 Vice Mayor
 1480 Main Street
 St. Helena, CA 94574
 707-480-9958
 peterw@cityofstheleena.org

From: Dick & Judie Rogers <nvredwine@comcast.net>
Sent: Sunday, June 25, 2017 3:38 PM
To: Alan Galbraith; Peter White; Paul Dohring; Mary Koberstein; Geoff Ellsworth
Subject: Adams Street Property

Dear Mayor Galbraith and Members of the City Council,

In reviewing the City Council Agenda for June 27, we were astounded to see the action proposed by Agenda Item 9.3. Chapter 7.11 of the April 2016 General Plan Update provides a very generalized analysis of the desired characteristics of the Adams Street Property, and our recollection of the hearings on this site was that a significant segment of our community was opposed to the development of a luxury hotel on this site. How is it that the Council has seen fit to suddenly enter into an exclusive negotiation agreement for the development of a hotel on this site?

We see some very significant problems with the development of a hotel on this site.

1. **Parking.** This facility, as envisioned, will require a significant number of employees. As stated elsewhere in the General Plan, the cost of living in St. Helena is such that many workers reside outside the area and commute into our town. Where are they going to park? More importantly, where will our residents park when wishing to visit the other businesses on Adams or Library Lane?
2. **Traffic.** There are times already when traffic on Adams east of Main Street can become difficult – especially when attempting to turn to the south on Main Street. The increase in pedestrian and vehicle traffic resulting from the development of a project such as this could turn this segment of Adams Street into a quagmire.
3. **Water.** St Helena already has water problems. Until those problems are resolved, why dedicate this valuable resource to tourists instead of retaining what is available for the affordable housing which is sorely needed. It does no good to collect large “ransom” payments from developers if there is minimal opportunity to put those funds to work providing the needed housing. And, what is to happen to the capped well on the property which is supposedly available for future water needs?

First of all, each of the above items need to be studied and resolved PRIOR to entering any agreement which would lock the City to an irreversible problem. But in addition, we have not seen any clear evidence that the Adams Street Property

is an appropriate location for a hotel. We believe that any hotel should be located along Highway 29 or the Silverado Trail – not on a side street accessible only through the heart of the City.

The voters of St Helena recently approved an increase in the sales tax rate. Let's see how that works out for the City's finances. Do not be enticed by the TOT gains at the cost of turning our city into congested, water-starved nightmare. We ask that you go back and look at the concept reflected in the General Plan which shows the property to be much more attuned to being truly local serving.

Please vote to deny this item.

Dick & Judie Rogers
1570 Chablis Circle

Cindy Black

From: Peter White
Sent: Friday, June 23, 2017 7:35 PM
To: Noah Housh; Cindy Black
Subject: Fw: Adams Street

FYI

Peter G. White
 Vice Mayor
 1480 Main Street
 St. Helena, CA 94574
 707-480-9958
 peterw@cityofsthelena.org

From: Chuck Vondra <chuck@com-strat.com>
Sent: Friday, June 23, 2017 4:51 PM
To: CityCouncil
Cc: Larry Pennell
Subject: Adams Street

Greetings Mr. Pennell and City Council,

I was much surprised to learn that an agenda item for next CC meeting includes a vote on proposals for the Adams Street property, and that one will be selected, being no “no” option. Actually I am flabbergasted! I was at the firehouse meeting where the proposals were introduced. The vast majority of attendees did not just say no, they said “Heck No!” or something to that effect. I assumed, as I am sure did many, that the city heard the message and the issue would die on the vine. I am not opposed to hotels by any means. We are just dealing with one new hotel, and expansion of several existing ones, an approved project at Vineland, and a thoughtful proposal by Ted Hall on the Doumani property. I am very opposed to this particular process of appearing to “fast track” a very controversial project.

It almost appears that the City has taken up the ***GOP Senate healthcare bill strategy*** of having a small private decision without public airing, then clean the mess up later, after the train has left the station. I would like to learn I am mistaken in this, but if not, this flies in the face of every discussion the City has had going back decades regarding Adams Street property, and of proper governance to boot. While there are an abundance of varied opinions, no clear mandate for a luxury hotel was even remotely evidenced by this community. If we learned anything it was that many people care a lot about our public property there and don’t want this sold off in a back room deal.

In summary, I strongly believe that a majority of residents and voters, will very upset when they learn of this situation, and ask, “why was I not involved in this? I thought we said no already?”

At the very least any vote needs to be scuttled until this issue gets aired and public input is heard. As a matter of fact ***public input has been heard, it said no.*** I think we need to hear why our voices are being ignored and countermanded and a major decision is being fast track in a stealthy manner (No articles in the newspaper? No discussion in the city web bulletins? During the prelude to 4th of July, when many folks are absent? We spend a year on a leafblower ordinance, and sneakily sell off our crown jewel in relative stealth?

I get that we need money. I had the pleasure to serve on the Ad Hoc Revenue Committee. I worked hard to help envision and promote the sales tax hike. But, please, not this way.

I will do everything in my powered to “get the word out”. Please correct me if I am wrong on this issue, and am unjustly mortified.

Thank you for your attention,

Respectfully,

Chuck Vondra – Principal, Sr. Consultant

Bus: 707-963-5418 E-Mail Chuck@Com-Strat.com Cell: 707-815-6355

1176 Starr Avenue, St. Helena, CA 94574

www.Com-Strat.com



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The information contained in this email is proprietary and confidential, and may be used only by its intended recipient. If you receive this email in error, you should contact the sender and then delete permanently by pressing <shift><delete>. Thank you for your consideration.

Cindy Black

From: Peter White
Sent: Friday, June 23, 2017 7:33 PM
To: Noah Housh; Cindy Black
Subject: Fw: ALERT: Sale of city property to hotel developer moving ahead

FYI

Peter G. White
 Vice Mayor
 1480 Main Street
 St. Helena, CA 94574
 707-480-9958
 peterw@cityofstheleena.org

From: Tom Ferrell <tomferrell@comcast.net>
Sent: Friday, June 23, 2017 6:23 PM
To: Peter White
Subject: ALERT: Sale of city property to hotel developer moving ahead

Dear Peter

On **Tuesday night June 27th, 6:00 PM at Vintage Hall**, the City Council will vote on approving a committee's recommendation to negotiate with HRV Hotel Partners to build a resort on the city property around our public library. In addition they will vote on approving an additional hotel on the current site of city hall.

At the library site, the project will include a 113 room resort hotel, spa, ballroom, meeting rooms, board room, two restaurants, two swimming pools, retail shops, 10,000 sq. feet of event lawn space, and underground parking. At the current city hall site there will be a 60 room hotel with two restaurants, a bar, spa, fitness studio, swimming pools, fountains, and administrative offices. (Helena Star, October 2016)

This development, if approved, will change St. Helena forever. Whether you agree or disagree with this use of your library and city hall properties, you must show up, you must stand up and you must let your voice be heard by the new city council.

Background

Last October, a community workshop was held at the fire station to hear proposals to develop the Adams Street Library property by developers who had answered an RFP (request for proposals) sent out by our **previous** city council and **previous** city manager. Three developers responded. All proposed building huge resort hotels.

As reported in the St. Helena Star, "More than 100 people attended the standing room only special meeting which the city held to hear citizens' concerns. "We want to make sure we get a lot of feedback," then city manager, Jennifer Phillips, said.

And boy, did she get it. Anyone in attendance would agree that the crowd was loudly and overwhelming opposed to all three proposals.

The reasons for opposition included:

- No community consensus** (before sending out the RFP's an earlier public hearing in 2012 for a similar hotel on the site, according to The Star, generated "a chilly reception" then "quickly devolved into a yelling match" before "the meeting broke down"),
- No clear evaluation of the city's *current* (post Measure D) financial needs,**
- No up-to-date analysis of the new Las Alcobas project,**
- No cost-benefit analysis of the financial and infrastructure impacts of additional tourism,**
- No effort to measure water and waste-water impacts of the proposed resort,**
- No mitigation plan from the developers or the city for additional traffic generated by hotel staff and guests,**
- No overview of all city owned property values, condition, and no universal plan for their redevelopment,**
- No discussion of the specific plan for using the funds generated by selling city properties,**
- No plan for mitigating impacts on surrounding neighbors and neighborhoods,**
- No sufficient underground parking for employees (Kelly Foster, Bald Mountain),**
- No reference to the 2008-09 Adam's Street Visioning Committee report in the HRV plan,**
- No consideration for historic ag corridor and vineyard,**
- FAILURE to keep the promise of the General Plan to maintain the *authentic* small town agricultural image of St. Helena for future generations.**

Seemingly, the community indignation last October fell upon deaf ears.

City Hall moved ahead in spite of the broad negative public reaction, by choosing a committee consisting of: Michael G. Biddle, Robert Gamble, and Michael Oliver, to pick the resort *they* felt was best for our town. Apparently, there was no, "none of the above" option. Negotiations are to begin immediately after next week's council meeting.

You have another chance to make your voice heard. We hope to see you at Vintage Hall Tuesday evening.

Members of the board of Citizen's Voice,

Susan Kenward, Tom Ferrell, Doug Barr, Susan Davis, Bob Leighton, Charlotte Leighton

Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 6:39 PM
To: Noah Housh; Cindy Black
Subject: Fw: Growth

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Ana Canales <anacanales@me.com>
Sent: Saturday, June 24, 2017 1:23 PM
To: Peter White
Subject: Growth

Good Day,
Unfortunately, I will be out of town next week but would like to share my opinion. Please no hotels back on Adams Street by the library or next to Lyman Park. I understand growth but the two proposed developments south on the highway make sense - maybe. But certainly the Adams Street & Main in our town center do not. Common sense would be to re-do City Hall or move it to Adams and expand Lyman Park. Please consider these options.

Thank you,
Ana Canales
[1219 Stockton Street](#)
[St. Helena, CA](#)
Sent from my iPhone

Sent from my iPhone

Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 6:40 PM
To: Noah Housh; Cindy Black
Subject: Fw: Hotels on Main Street

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Jeff Farmer <jfarmer@seedgrain.com>
Sent: Sunday, June 25, 2017 4:46 PM
To: CityCouncil
Subject: Hotels on Main Street

Dear Council members,

All hotels currently are on Main Street. These existing hotels have set a "standard" that should be followed with your deliberations on Adams Street. The Farmstead hotel and the Friedrich hotel fit this standard.

A hotel on Adams Street does not.

The City Library already on Adams/Library Lane sets another "standard": that part of town is for civic use. It should be expanded on by putting a Community Center and moving the City Hall there.

Jeff Farmer
1533 Tainter Street
707 227 8371

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 8:18 AM
To: Noah Housh; Cindy Black
Subject: Fw: HRV Hotel Partners Takeover of Saint Helena

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Marina Hoffman <marinajhoffman@gmail.com>
Sent: Monday, June 26, 2017 6:12 AM
To: Alan Galbraith
Cc: Paul Dohring; Geoff Ellsworth; Mary Koberstein; Peter White
Subject: HRV Hotel Partners Takeover of Saint Helena

Greetings Mayor Galbraith,

I am unable to attend the council meeting as I will be out of town on Tuesday, a much needed break from the stress of living here.

Meanwhile, I would like to express my OPPOSITION to the "recommendation" by your hand selected committee that (yet again) does not represent the viewpoint and concerns of the entire community. Your committee represents a single minded ZEAL that ignores public input and concern.

Your recently installed ALBATROSS HOTEL is a disaster for the community that surrounds it. Your recent Approval of the Beringer expansion puts them under more duress. You wanted to pile on even more duress with the CIA project but you did not succeed. Your committee now recommends 2 more hotels and beyond that HRV Hotel Partners will follow with more, much more (I'm thinking a mono rail linking Napa to Calistoga at the very least).

I do not believe that you, the Mayor, represent this community. From my observation of your behavior, you represent and promote with single minded purpose, the agenda of developers.

I think that you derive great satisfaction from your affiliation with developers and have a basic disdain for everyone else. Your overall demeanor is that you are surrounded by a cadre of "experts" and listening to the simpletons is almost more than you can endure. You patently ignore the citizens. These individuals are the shareholders, the people who have lives and investments in this community that span decades.

Personally, i have great respect for their opinion and their input, because it is HONEST. The aggressive greed on display during this takeover is sickening to observe. The self serving deceit is nauseating.

Saint Helena is at a tipping point.

A yes vote on this project will put the last nail in the coffin. The Saint Helena we knew and loved will be dead. It will reside only in our memories.

Marina Hoffman

I have lived in Saint Helena for 21 years.

Cindy Black

From: Peter White
Sent: Friday, June 23, 2017 7:36 PM
To: Noah Housh; Cindy Black
Subject: Fw: In the best interests of the community

FYI

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: LOIS BATTUELLO <loisbatt@comcast.net>
Sent: Friday, June 23, 2017 3:30 PM
To: Alan Galbraith; Peter White; Paul Dohring; Mary Koberstein; geoffellsworth@yahoo.com; bimboden@cityofsthelena.org
Subject: In the best interests of the community

TO MEMBERS OF THE COUNCIL AND CHIEF BILL;

As Agenda Item 9.2 deals with RFPs, I believe it is important to reject all proposals at this time but without mentioning the seismic issues until it can be done formally and discreetly to the public at some point after published information is available to residents. In other words, perhaps indicate a desire to keep police close to fire and "no issues regarding the city's financial condition" with passage of Measure D and new TOT on-stream as reasons to reject the proposals As to Agenda Item 9.3 perhaps change the word from appraisal to engineering appraisal (either modify it or substitute the term) to once again keep the term seismic off public record at this time.

Thank you for your consideration and discretion.

Lois Ann Battuello

Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 6:38 PM
To: Noah Housh; Cindy Black
Subject: Fw: June 27th Council Meeting

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Nick Rugen <mrrugen@gmail.com>
Sent: Saturday, June 24, 2017 12:01 AM
To: Peter White
Subject: June 27th Council Meeting

Dear Vice Mayor Peter White,

I am writing you as a citizen and 7 year resident of Saint Helena, California.

I urge you strongly to oppose the development of the city property around the public library. I furthermore also strongly oppose the development of the current city hall property as well.

The proposed 113 room resort hotel, spa, ballroom, meeting rooms, board room, two restaurants, two swimming pools, retail shops, 10,000 sq. feet of event lawn space, and underground parking has no place in our city and would further diminish the charm of our community. Any development of the current city hall would result in taxpayer costs to replace these central and adequate city buildings.

This development, if approved, will change St. Helena forever! And I encourage you to think about the political ramifications of such an act in opposition to strong community opposition to these proposals.

Some of the strongest reasons in opposition to this short sighted proposal include:

The reasons for opposition included:

1. No community consensus
2. No clear evaluation of the city's *current* (post Measure D) financial needs,
3. No up-to-date analysis of the new Las Alcobas project,
4. No cost-benefit analysis of the financial and infrastructure impacts of additional tourism,

5. No effort to measure water and waste-water impacts of the proposed resort,
6. No mitigation plan from the developers or the city for additional traffic generated by hotel staff and guests,
7. No overview of all city owned property values, condition, and no universal plan for their redevelopment,
8. No discussion of the specific plan for using the funds generated by selling city properties,
9. No plan for mitigating impacts on surrounding neighbors and neighborhoods,
10. No sufficient underground parking for employees (Kelly Foster, Bald Mountain),
11. No reference to the 2008-09 Adam's Street Visioning Committee report in the HRV plan,
12. No consideration for historic ag corridor and vineyard,

And FAILURE to keep the promise of the General Plan to maintain the *authentic* small town agricultural image of St. Helena for future generations.

Seemingly, the community indignation last October fell upon deaf ears.

I pray this does not happen again.

Sincerely,

Nick P. Rugen
1212 Edwards St.
Saint Helena CA 94574

Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 6:39 PM
To: Noah Housh; Cindy Black
Subject: Fw: New hotel on Adams Street

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: beppebell@comcast.net <beppebell@comcast.net>
Sent: Sunday, June 25, 2017 4:35 PM
To: CityCouncil
Subject: New hotel on Adams Street

Dear Council Members:

This is a plea to please deny the selling of the Adams Street property for a hotel.

We already have Los Alcobas Hotel causing parking problems and not very friendly to our town.

Selling the Adams Street property to another huge hotel will further exacerbate our traffic problems, our water problems and the quality of small town life that is ebbing away from us.

So I ask you to deny this project. otherwise it feels like killing the golden goose.

I appreciate your attention to this matter.

Rebecca Bell

Cindy Black

From: Peter White
Sent: Friday, June 23, 2017 7:34 PM
To: Noah Housh; Cindy Black
Subject: Fw: New Hotel Proposal on Adams Street Property

FYI

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Sandra Lowry <sandralowry@comcast.net>
Sent: Friday, June 23, 2017 5:07 PM
To: CityCouncil
Subject: New Hotel Proposal on Adams Street Property

To the City Council and Mr. Pennel:

My husband and I strongly oppose any proposal for a hotel resort next to the Library. We have enough hotels being built and any such development should be on Main Street! The citizens of St. Helena have made that clear at every meeting. Is this being brought up now, believing everyone is on vacation or not paying attention? We are indeed paying attention!

How can you propose using taxpayers land with little or not notice to the public? Do you not represent we the people? We request that you DELAY this meeting and give PUBLIC NOTICE in the paper so that everyone can read about this and give their opinions.

Sincerely,

Cecil & Sandra Lowry
St. Helena Citizens since 1997
1175 Starr Avenue

Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 8:56 PM
To: Noah Housh; Cindy Black
Subject: Fw: No on hotel on Adams

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: kamccreedy@gmail.com <kamccreedy@gmail.com>
Sent: Sunday, June 25, 2017 7:00 PM
To: CityCouncil
Subject: No on hotel on Adams

Dear St. Helena City Hall,

The Adam's St. Property that is being considered for a for profit hotel is our city's sweet nature reserve. If it's library and city hall property which serves the community, any other use other than that which threatens the small area we have for wildlife would harm the charm, character, natural beauty and wildlife of our small town. There are larger parcels on the outskirts of our quiet little town to use for retail for profit business.

Please let us know if we put together a petition and who we need to turn it into.

Thank you for any assistance and support.

Kathleen McCreedy
11 Los Robles Ct.
Saint Helena, CA

kamccreedy@gmail.com
(707) 280-1278

Sent from my iPhone

Cindy Black

From: Peter White
Sent: Sunday, June 25, 2017 6:38 PM
To: Noah Housh; Cindy Black
Subject: Fw: Proposals for city hall and Adams Street

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: LARRY MERLA <lmerla@icloud.com>
Sent: Friday, June 23, 2017 9:02 PM
To: Alan Galbraith; Mary Koberstein; Geoff Ellsworth; Paul Dohring; Peter White
Subject: Proposals for city hall and Adams Street

Mr. Mayor and Council Persons,

I read the story in the Star and just today read an email from Tom Farrell Regarding the upcoming discussion before you regarding the city hall, and Adams street property both owned by the city. I am a long time resident. remember well watching the two houses being moved fro the city hall site and the actual construction of the city hall. My elementary school class had a tour when it was finished. I understand and agree that the city building is a wreck and must be replaced. This has my unwavering support.

This should be your first priority! development of the Adams street property is a good idea but planning for that really should not be tied to city hall replacement. Separating these projects will make the badly needed city hall much easier for the citizens to accept.

Development of the Adams street property has strong merit and should be properly considered, but is **NOT URGENT!**

I sense strong resistance among citizenry to the idea of a hotel development. It would be a shame to lose the city hall replacement for making it dependent on the Adams street development.

Cindy Black

From: Peter White
Sent: Friday, June 23, 2017 7:34 PM
To: Noah Housh; Cindy Black
Subject: Fw: proposed hotel project

FYI

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Judy Boyle <judysb@sbcglobal.net>
Sent: Friday, June 23, 2017 5:11 PM
To: CityCouncil; Chuck Vondra
Subject: proposed hotel project

I am writing to object to the proposal that a large hotel and spa might be constructed on the property near the library and that beautiful open space and vineyard land. This is a very bad plan for many reasons. The impact of this project would be extremely destructive to the nature of St. Helena and the precious beauty that exists in that portion of the city. The employees and visitors would add to the current nightmare of traffic that is escalating daily. The size of the project is inappropriate, as is the choice to build such a major establishment in that part of town. The Pope Street bridge is inadequate as it is for current traffic needs. The idea of opening up Starr and putting a road through that area is going to create a dangerous and destructive freeway-like atmosphere on that street. We have other hotels also being constructed and the sum total of all these projects could ultimately change the nature of St. Helena irreversibly. Sincerely, Judy Boyle, 917 Signorelli Circle, St. Helena

Cindy Black

From: Peter White
Sent: Friday, June 23, 2017 7:37 PM
To: Noah Housh; Cindy Black
Subject: Fw: Tuesday's CC meeting

FYI

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: lana ivanoff <lanaivanoff@att.net>
Sent: Friday, June 23, 2017 9:05 AM
To: Alan Galbraith; Peter White; Paul Dohring; Geoff Ellsworth; Mary Koberstein
Cc: Larry Pennell
Subject: Tuesday's CC meeting

Council Members.....

I have a couple of questions concerning an item on the upcoming city council meetings agenda (9.3).

Question 1:

Apparently in the early part of 2017, the **interim** City Manager decided to have the Adams Street Development Review Committee move ahead in selecting a preferred developer for the Adams Street property????? Shouldn't a decision, that will impact the town as much as the sale and development of that property, and be the 'center post' of our community....shouldn't a decision like that be made by a permanent, sitting city manager?

Question 2:

When was it decided that the Adams Street property was definitely going to be a hotel complex????? Did I miss that meeting? I thought we were still discussing the possibilities for that valuable piece of real estate.

Question 3:

Do city residents have any say in this decision? Please don't advise showing up at the meeting this Tuesday. The average resident does not read the city council agendas, knows NOTHING about this upcoming action, and has no way of being notified between then and now.

I'm perplexed, and frustrated. I feel like I live in a town being governed by a dictator. Transparency is a word that gets thrown around by so many, but is not something that happens consistently in this arena.

Awaiting a reply....

Lana Ivanoff
lanaivanoff@att.net

Cindy Black

From: Mary Stephenson <stepcomm@aol.com>
Sent: Monday, June 26, 2017 9:53 AM
To: Cindy Black
Cc: Pat Dell; John Sales; Steve Goldfarb; Rebecca Flores; Rick Swig; Yesenia Guitron; Howard Siegel; Ted Hall; Andy Bartlett; sharon dellamonica; betsy holzhauer; Vanessa von Hessert; Tom Faherty; Tom McBroom; Catalina Madrinan; Polly Ogden; Ralph & Beth Myers; Colleen Chappellet; Lawrence Papale
Subject: Input on Adams Street RFPs

Cindy - can you please distribute this to the Council Members and staff for the Tuesday meeting? I would appreciate it if you could let me know by EOD Monday if this is possible, as I will be gone starting Monday evening for a couple of weeks. Thanks for your help. Also, can you please hold on to my little tow truck flash drive which I left with you at the last Council Meeting? It is my favorite and I will come by and get it in mid-July, if that is OK. Thanks, Mary

I am writing this email as a private citizen. I am unable to attend the City Council meeting on Tuesday, June 27, but I want to reiterate, yet again, that I think the City of St. Helena is negligent in not including a housing strategy in your economic develop plan for Adams Street.

The professional evaluation of the three proposals submitted, which was made public late last week, appears thorough in regards to financial benefits, feasibility, and attractiveness of the designs, but there is no mention of the impact of substantially increasing the workforce in downtown St. Helena. A new hotel development will generate from 1.5 to 2 new employees per hotel room. The recommended HRV plan includes 113 hotels rooms plus restaurants, spa and event facilities which would surely generate around 200 new employees.

St. Helena already has a significant housing shortage. Adding 200 more employees to the people driving into town everyday will have a extraordinary impact on our town. Both the developers and city representatives have told me not to worry, the City will have enough money to solve all our housing problems if we sell Adams. But a big check is not enough. Those of us working to provide workforce housing know the challenges go way beyond money. A partnership between a developer and the city should include a specific plan with identified land and a commitment to build a significant amount of housing for incremental employees before any deal is done.

I suggest that the negotiation include the following:

- estimated number of employees for all proposed site functions by salary range
- a specific plan from the developer including % of employees to be housed locally and % expected to commute into St. Helena
- identified site(s) with price tag and feasible number of units, cost of construction and sustainable rental rates for locally housed employees
- environmental and traffic impact plus specific transit and parking plan for the employees that will be commuting into town
-

If the City is going to sell this major asset it needs to use the leverage of the negotiation process to maximize the number of workforce housing units provided by the developer to mitigate the impact on local residence who are already struggling with housing, parking and traffic. A few affordables on Railroad Avenue is not enough.

Mary Stephenson
2683 Chablis Court
707 849 2583

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 3:34 PM
To: Noah Housh; Cindy Black
Subject: Fw: June 27 city Council Meeting

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Bill Ryan <acorn_3@comcast.net>
Sent: Monday, June 26, 2017 12:48 PM
To: Alan Galbraith; Peter White; Paul Dohring; Geoff Ellsworth; Mary Koberstein
Subject: June 27 city Council Meeting

Hi Alan, Peter, Paul, Geoff and Mary: I hope this private note to U is useful.

With all due respect, U might want to think about the management of the audience at this meeting. I'm hopeful that we can improve on that embarrassing RFP finalists meeting at the firehouse on October 22, 2016 – 244 days ago.

- *A rude and unruly mob embarrassed all of us.

- *As always, not one of them had a recommendation for progress – just complaints. And, truth is always a casualty of mobism.

- *We were rude to the three invited presenters – didn't even say "Thanks".

- *Then the unruly mob turned their rudeness toward Jennifer Phillips. They shouted at this professional and effective city servant and no one in authority stood up to defend her.

- *I hope you agree that kind of meeting will not do any of us any good. Please think about your rules and regs for meeting conduct – like: 1> time limit on speakers – whatever limit U chose must be adhered to religiously or the mob will take over. 2. All of U taking responsibility to calm down the mob.

- *Some are already using electronic media to stir up their mob. Many of their talking points are suspect on their face – and need to be dismissed

to keep by crowd from obsessing about them: Like – 1. Someone wants to be able to walk his dog along the river. Are we to give up \$25,000,000 + \$1,000,000/year for that? 2. That the majority at the Oct 22 meeting was against the hotel. Well, not really – 100 mobsters do not make a majority – we have over 3000 registered voters in St Helena.

St Helena has a history of governments being paralyzed by unruly mobs at council meetings over the 40 years I have lived here. We have been set back and slowed down as a result.

Now We are BROKE. We went broke while our major industry was having record growth and profits – with every other wine country town prospering. One sorry manifestation of that was our esteemed police chief had to beg for funding to fill a key dispatcher position.

Look at recent NV headlines:

- *"Hotel revenues boost budget" (Napa)

- *"Calistoga OK's more tourism spending". For a town of the same size which was moribund in the 70's to be able to fund their Chamber at \$400,000 – and growing while we barely OK'd \$210,000 – seems to show that we are going backwards.

Visitors eat, shop and play where they sleep! Latest NV numbers are visitors who stay over in a hotel spend \$401.59/day vs only \$146.00 for day trippers. We can't keep losing out on the real revenue growth available to us.

Hope this helps. Thanks a lot for doing the most difficult job in town; (we don't say this to U enough and we obviously don't pay U enough). Bill Ryan (text/cell 529-6444)

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:46 PM
To: Noah Housh; Cindy Black
Subject: Fw: Adam Street hotel project proposal

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Jeff Burton <jefftbarton@yahoo.com>
Sent: Monday, June 26, 2017 4:05 PM
To: Alan Galbraith
Cc: Peter White; pdohring@cithofsthelena.org; Mary Koberstein; gellsworth@cityofsthelens.org
Subject: Fwd: Adam Street hotel project proposal

Sent from my iPad

Begin forwarded message:

From: Jeff Burton <jefftbarton@yahoo.com>
Date:
Subject: Adam Street hotel project proposal

At the community meeting late last year, where several hotel proposals were presented for Adam Street property, I recall witnessing a resounding rejection of all the proposals presented that day by a major number of the community. Basically all the projects were all too large in scope as was their physical presence for this area of town and their proximity to the immediate surroundings. I believe the town manager was asked to study the entire feasibility of a project on the Adam Street property, particularly a hotel/ resort, then return and present, without any commitments made, their findings at a future meeting. We were also told the community would be informed along the way and included in each step of the process. What happened to that promise?

It troubles me that a committee was formed with no input from the community the council serves. Furthermore, a decision was made to select one of the previous presenters/developers to proceed with their proposal. I question the non-transparency of this entire process and I am furthermore disturbed with what I feel is a professional conflict of interest regarding the legal representation on the side of the City of St. Helena and our City Attorney.

We need growth but it must not be "bought" by developers. We need community input since it is our neighborhood and our town that will be affected for decades to come. We need transparency which seems defiantly absent. It appears to me that this project, and the behind-the-door, secret negotiations amongst a select "few," is a very wrong and dangerous precedent setting approach.

There are alternatives for this property. We can probably agree to this. And I ask at this time why Adam Street is now the selected target over two other properties that were previously identified for such development. Again, we are not for NO development, we just want well thought out development that works for all and our fine town in the years to come. I ask you all to please reserve the vote on Tuesday evening which will give ALL of us an opportunity to work a plan that is fiscally responsible, environmentally friendly, and a win win for all. Let's not get into a battle...it's uncalled for and nobody wins. This is a cherished and prized piece of property that once changed there is NO going back, NO redo, let's do it right the FIRST and what will be the FINAL time.

Sent from my iPad

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 10:31 AM
To: Noah Housh; Cindy Black
Subject: Fw: Adams St. and city hall

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: MARK MILAT <mdmilat@comcast.net>
Sent: Monday, June 26, 2017 8:52 PM
To: CityCouncil
Subject: Adams St. and city hall

Dear Mayor and Councilmembers,

I am strongly opposed to the proposed luxury hotel project on the Adams St. property. The scale of this luxury resort is completely out of character with the town as we know it. I am not opposed to the sale of part of the property, but not for this use. We should keep the area on Library Lane for future municipal use and open space. Maybe the rest could be sold for mixed uses, including some small scale housing. If we need more hotels after the ones currently proposed are completed, they should be away from the center of town.

I am also opposed to the sale of the current city hall property. I agree the current building will have to be replaced, but keep it in the current location. The city complex including city hall, fire dept. and Lyman Park is ideal. If necessary, the police dept. could be moved to the Railroad Ave. property.

I know the city needs income because of the gross mismanagement of the last few years, but this is not a reasonable proposal for the good of the town. Please don't approve these proposals.

Thank you,
Mark Milat
1180 Valley View St.
St. Helena, CA 94574
(707)963-4693

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 10:32 AM
To: Noah Housh; Cindy Black
Subject: Fw: Adams St. Hotel plan

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Connie Garate <conniegarate@gmail.com>
Sent: Tuesday, June 27, 2017 7:42 AM
To: GEllsworth@cityofsthelena.org
Cc: Paul Dohring; Alan Galbraith; Mary Koberstein; Peter White
Subject: Adams St. Hotel plan

With the new hotel on Main St. Los Alcobas now running and the new traffic and parking problems it is creating just outside downtown, I am very concerned about the proposal for a new hotel complex on the busy area near the crowded Safeway, Bank of America, library area. The local people are very much affected by the tourism already. Now if this project goes through, the construction vehicles and then tourism traffic will make this a very dangerous place for every St. Helena resident.
Please do not allow this property for the sake of the residents under your care.

Connie Garate St. Helena resident.
625 Mund Rd. St. Helena, CA 94574
707 867-9255

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 3:33 PM
To: Noah Housh; Cindy Black
Subject: Fw: Adams Street Project

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Maureen Moulton <mmoulton328@gmail.com>
Sent: Monday, June 26, 2017 2:13 PM
To: Alan Galbraith; Peter White; Paul Dohring; Mary Koberstein; Geoff Ellsworth
Cc: cityclerk@sthelena.org
Subject: Adams Street Project

June 26, 2017

Mayor Galbraith and Council Members,

I am writing today as a concerned St. Helena resident. I am concerned because as City Council members your job is to REPRESENT your town's citizens, not deceive them.

Your intent to vote on a recommendation of a small committee, none of whom live in St. Helena, to move forward on the Adams Street development is nothing more than a sneaky, and blatant negligence to keep the promise of the General Plan and maintain the authentic small town agricultural image of St. Helena for future generations. The role of council members is to represent your citizens and to conduct business in an open and transparent manner with all residents of St. Helena being priority.

Last October, the then town manager opened the conversation with the residents to weigh in on the "potential" development of the Adams Street project. As you know, there was great opposition to the three proposed projects that were presented. The projects are just too big and obtrusive for the small town of St. Helena. The impact on traffic, water use and parking must be considered, not overlooked as was the case with Los Alcobas.

Now, you are taking a recommendation of this so-called "committee", all while we have an interim town manager. This is blatantly sneaky and deceitful and I feel is a direct violation of the laws that govern City government. Is it also possible that the City Attorney has a conflict of interest on his part since one of the committee members is an attorney in his office? The Mayor should be ashamed of himself to allow this closed-door process to take place.

I ask that you hold off the vote or vote down the recommendation to move forward with this project. The residents of St. Helena not only deserve a say in the process, but we are entitled to be part of the process that will change St. Helena forever.

Further, it is your obligation to inform the public of the anticipated income from the recently approved sales tax hike, as well as the already approved new hotel projects within the City of St. Helena town limits, and explore other options before embarking on yet another hotel project.

I urge you to take a step back and re-evaluate the use of this land and the project proposed.

Thank you for your consideration,

Maureen Moulton

"Save St. Helena" Supporter

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:48 PM
To: Noah Housh; Cindy Black
Subject: Fw: Adams Street Proposal

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: John Sales <jsales57@sbcglobal.net>
Sent: Monday, June 26, 2017 4:04 PM
To: Alan Galbraith; Peter White; Paul Dohring; Mary Koberstein; Geoff Ellsworth
Cc: Mary Stephenson; Steve Goldfarb
Subject: Adams Street Proposal

I am unable to attend the meeting tomorrow and would like to express my concerns regarding the proposed actions regarding the Adams Street property. I realize the city has severe financial problems and needs to move to address those issues. Since the Adams Street property is the most valuable available asset currently it has become the focus of solving the city problems. This, however, will create longer term problems focused around the addition of additional low income workers in the community. At the present time, as the council knows, there is a shortage of housing for the present workforce in the community and the addition of a resort hotel will only exacerbate the problem. Negotiations with the chosen participant must include real housing mitigation that does not increase traffic or parking problems. There should be no measurable impact on the existing community. The future of St. Helena is in your hands now. Please consider all the options carefully.
John Sales

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 3:32 PM
To: Noah Housh; Cindy Black
Subject: Fw: Adams Street Proposal

Peter G. White
 Vice Mayor
 1480 Main Street
 St. Helena, CA 94574
 707-480-9958
 peterw@cityofsthelena.org

From: tmbelt@comcast.net <tmbelt@comcast.net>
Sent: Monday, June 26, 2017 3:19 PM
To: Galbraith, Alan; Paul Dohring; Peter White; Mary Koberstein; Ellsworth, Geoff
Subject: Adams Street Proposal

Good afternoon City Council members,

I'm writing to ask for your support in seeking more community input on the Adams Street proposal, before voting to approve the interim city manager's recommendation at this Tuesday's City Council meeting. I'm at a complete loss how this recommendation, in two weeks, has grown from a "discussion of the next steps on evaluating responses to Adams Street RFP's" to "Consideration of Recommendation to select HRV Hotel Partners as preferred developer of Adams Street and direct City Manager to prepare an exclusive negotiation agreement with HRV Hotel Partners".

I believe all of you were present at the Fire Department last year when a town hall meeting took place with standing room attendance. The majority of citizens who attended this meeting voiced their concerns and objections to all three Adams Street RFP projects. While I do see the need to improve revenues in our city, there are better choices than adding another 100+ hotel in our already congested community. I would much rather see a real estate transfer tax than the loss of one of our city's most beautiful assets.

In 1989, when I worked for the California Department of Fish and Game, the Exxon Valdez oil spill took place in Prince William Sound, Alaska. Up until the Deep Water Horizon spill, it was one of the worst environmental disasters in history. I can remember the press being all over the Department of Fish and Game looking for quotes from our managers stating this is the worst thing that could have happened in the U.S. One of my managers made the comment, "No, the worst event that could happen would be a cement strip mall being built along the shoreline of Alaska". "The habitat from the oil spill will gradually recover in time, while the development of a cement structure will in all likelihood never be fully restored".

We have a precious asset along Adams Street. Please don't rush into a decision on this matter without the majority of our community's support.

Respectfully,

Tom Belt

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 8:23 PM
To: Noah Housh; Cindy Black
Subject: Fw: hotel project near library in St Helena

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Saskia Lytle-Vieira <slytlevi@gmail.com>
Sent: Monday, June 26, 2017 8:08 PM
To: CityCouncil
Subject: hotel project near library in St Helena

Dear St Helena city council,

Please delay your decision regarding the hotel project on the public open space and historic vineyard behind the St Helena Library until St Helena residents have had the opportunity to look at all proposed hotel projects in St. Helena, and city asset values, so we can provide input on the future development plans of St Helena.

It is important that St Helena residents' voices be heard.

Thank you.

Saskia Lytle-Vieira
1823 Crinella Drive

--

Saskia Lytle-Vieira
707-963-1547

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 10:32 AM
To: Noah Housh; Cindy Black
Subject: Fw: Hotel project on Adams Street

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Dianne Fraser <diannefraser@sbcglobal.net>
Sent: Tuesday, June 27, 2017 9:51 AM
To: CityCouncil
Subject: Hotel project on Adams Street

Dear City Council,

I am very opposed to the possible development of the Adams Street property which would entail building a hotel and various facilities to accommodate tourists. There are already two options, at least,

for hotels along Hwy. 29 that are on your books. Please don't take away a very dear place that means so much to the citizens of St. Helena and that is the Adams Street property. We need to have areas

that feel like they can be used by the local citizenry. A high end hotel, etc. would not be a place that would welcome or be available to the average St. Helenan.

Thank you and I hope you will listen to the people of this town.

Best regards,

Dianne Fraser

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 3:33 PM
To: Noah Housh; Cindy Black
Subject: Fw: hotel project

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Mahavir <mahavir10008@gmail.com>
Sent: Monday, June 26, 2017 1:25 PM
To: CityCouncil
Subject: hotel project

Please vote "no" on the hotel project planned for the open area in back of the library. I walk this area daily and strongly oppose any development for commercial use. I ask you to join me in opposing this project. At the very least please vote to delay a decision until adequately assessing public opinion.

Mahavir, aka Robert V. Homsy
1370 Grove Court
Saint Helena, CA 94574
510-734-8808

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:42 PM
To: Noah Housh; Cindy Black
Subject: Fw: Hotel proposal on city owned vineyard designation property

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofstheleena.org

From: Jackson & Sandra Carr <fowldog@sbcglobal.net>
Sent: Monday, June 26, 2017 4:06 PM
To: CityCouncil
Subject: Hotel proposal on city owned vineyard designation property

Dear Council Members,

We are presently out of town and will be unable to attend the Tuesday Meeting regarding the above subject matter.

Being long time residents of St Helena we want to voice our opposition to this project and any other projects of this nature.

We believe that another hotel would not be in the best interest of the community.

We suffer today from shortage of water and over abundance of automobiles clogging the streets. This project would only exacerbate these existing problems.

If money for the city is the issue then the best use of the property would be to develop the land as it is designated-vineyard. This generating a steady stream of income for generations.

Jackson and Sandra Carr
1172 Hudson Ave.
St. Helena

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:50 PM
To: Noah Housh; Cindy Black
Subject: Fw: hotel

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Donald Young <dyoung1190@att.net>
Sent: Monday, June 26, 2017 3:58 PM
To: CityCouncil
Subject: hotel

I am opposed to another hotel being built in or around the city of St.Helena whether it be at the city hall/Lyman park area or on Library lane.You have already made a mess of main street with the new hotel and no parking, very poor planning from our leaders.

Don Young

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 10:31 AM
To: Noah Housh; Cindy Black
Subject: Fw: Letter regarding Adams St item, Jun 27

Peter G. White
 Vice Mayor
 1480 Main Street
 St. Helena, CA 94574
 707-480-9958
 peterw@cityofsthelena.org

From: Tim Nieman <tim@nieman.org>
Sent: Monday, June 26, 2017 9:01 PM
To: CityCouncil
Subject: Letter regarding Adams St item, Jun 27

City Council,

I have a few comments to make about the decision-making process underway for the Adams Street proposals, and some proposed steps to improve the process.

I work as a Risk and Decision Analyst. Throughout my career, I have led organizations in structuring and analyzing big, complicated decision problems to optimize their chance of achieving their objectives. My clients include many agencies in the U.S. government (Department of Energy, Department of Interior, NASA, National Cancer Institute, etc.) and the private sector, mostly concerning energy, water and environmental problems.

My first concern in the current process is the sequence of events for how the framing and structuring of the analysis is being done, and how alternatives were identified. The process for this evaluation appears to me to be “alternatives-based” decision making. That term refers to situations where alternatives are first identified (here, through an RFP process) and then the team is tasked with analyzing which of those alternatives is best, based on some set of criteria. That’s the task you gave the Review Team, and they’ve done their job of evaluating those three choices. If I were given that limited scope, I may have selected the same alternative.

The problem in this approach is the limited way in how the alternatives are chosen, and the lack of robustness in identifying other creative alternatives. The sequence is in a sense backwards. I would argue for a “values-based” approach to problems like these. Before any alternatives are evaluated (or, ideally, even identified), we should first identify what we want those alternatives to do for us. The City has certain objectives that it is trying to satisfy. The public has other objectives that they would like to see satisfied. The problem is a multi-criteria problem with a lot of conflicting objectives. Identifying and clarifying all of those objectives first in a properly structured way then allows you to step back and ask yourself - what are all of the different alternatives that we can come up with that might best satisfy that multi-objective problem? I will admit that the City sort of tried to identify objectives first through the visioning process, but the set of objectives coming out of that was poorly defined and poorly structured. And that framework was not used broadly to identify or

evaluate alternatives here, only as guidance to the proposers. Even there, some of them (e.g., HRV) stated that their only criterion was to maximize the value of the property and the TOT.

The values-first, structured approach I'm describing is much like what we did on the Infrastructure Subcommittee to evaluate the City's water situation. In that case, the public was very divided on the question of whether we had enough water or not and what to do about it. The Subcommittee approached the problem by first describing what criteria we would use to compare alternatives; how to capture frequency of water shortages, costs, etc. Only then did we start to brainstorm alternatives of how to manage water supply and demand. And after that, we started to model and analyze the different options, quantifying each choice for all of the criteria. The process worked well for the team doing the work, and it worked exceedingly well as a way to present and justify the results to the public.

The three proposals on the table for Adams Street are just three of the possible alternatives for the City. There are other pending hotel projects and other options for City Hall, etc. that are not being considered in this evaluation. So, the best possible solution we will end up with now can only be as good as the best of these three Adams St. proposals. Does one of those constitute by itself, or is a part of, the very best possible combination of actions by the City to address the needs of everyone? It's impossible to tell because this process has been constrained to only looking at three choices out of a total possible space of many, many more. How does this fit into a larger, coherent strategy?

I would propose that we pause the current process and treat this like the complicated, multi-objective problem that it is. Form a group of representative people from the City and the public to work on the analysis and solicit more public input. Start by identifying, clarifying, and properly structuring the main criteria of importance to everyone. If we start with values and objectives first, the group can then identify a much broader range of alternatives that are available to potentially meet the various objectives of the City and the public. And with that framework built, we can then analyze and evaluate how well each of those proposed alternatives might satisfy each of the objectives. There is still the difficult task at the end of making the final trade-offs in order to select one strategic path forward, but that is typically easier and better supported by having a well-structured problem and transparent process.

The three proposals on Adams Street would be included within the alternatives considered and one of them may turn out to be the best one (maybe in combination with other actions). If that is the case, we will have a much better process and evaluation to present to the public to justify and explain that choice.

Finally, I would be interested in contributing in some way to this reboot. I have three decades of experience leading teams through and doing these types of analysis, and I teach professional courses in how to do this. My primary intent, whatever my role, is for the City to implement a quality process for evaluation that is robust, transparent, logically based and defensible to the public. Anything short of that; I fear this will devolve into a long battle.

I am available to discuss any of these ideas and how such a process might be implemented.

Sincerely,

Tim Nieman
408-234-9988

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:49 PM
To: Noah Housh; Cindy Black
Subject: Fw: New Hotel Projects

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Deborah Wright <debwright928@gmail.com>
Sent: Monday, June 26, 2017 6:44 PM
To: CityCouncil
Subject: New Hotel Projects

As a 'Newbie' here it's disheartening to think we're considering rezoning an Agriculture area for commercial use, especially land as beautiful as the property on Adams.

It seems like a desperate way to help offset the city's bills and expenses.

Whenever we start placing a higher value on income revenue streams than the natural beauty that brings our tourists here, it seems shortsighted and not long-range thinking.

Just my two cents as a new resident.

Deborah L. Wright
415-488-3306

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:49 PM
To: Noah Housh; Cindy Black
Subject: Fw: New Huge Luxury Hotel Complex

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofstheleena.org

From: pjgoyins@gmail.com <pjgoyins@gmail.com>
Sent: Monday, June 26, 2017 5:36 PM
To: CityCouncil
Subject: New Huge Luxury Hotel Complex

I vote no no NO!!! Besides all the obvious reasons, off Main Street, Beautiful walking area , Not needed with all the other new hotel projects. Let's think about the children that can walk over to the library. Will they have to dodge valet parking , maintenance and delivery trucks not to mention all the extra cars. No no NO. We do not want a hotel on Adams!

Paula Goyins
Resident for 19 years

P J Goyins



Board of Directors

Martha Doornink
Treasurer

David Garden
Vice President

Dana Johnson
President

Jennifer Risher

Matt Rogers

Laurie Shelton

Claire Stull

Leadership Circle

Anonymous (3)

Susan Boswell

Jennie Yoon Hae Lee

Martha & Ron Doornink

Stephanie & Jim Gamble

Sarah and Joel Gott

Dana Johnson & Mark Nelson

Elaine & Rick Jones

Jennifer & David Risher

Amy & Matt Rogers

Rogers Family Foundation

Silver Oak & Twomey Cellars

Laurie Mauer Shelton & Family

Claire & Steven Stull

Bob Torres

Diane Wilsey

June 26, 2017

To the Esteemed St. Helena City Council Members, City Planning Commissioners, Interim City Manager Larry Pennell, and community of St. Helena:

The Nimbus Arts Board of Directors and Executive Director Jamie Graff would like to make a statement of clarification regarding our discussions with potential developers, property owners seeking tenants, and any other potential proposers of permanent future home sites for Nimbus Arts.

While Nimbus is very encouraged by the tenancy proposals to provide Nimbus Arts with a potential building site, at this time we have not signed any agreements or promised participation in any of the project applications set before the city for this meeting on June 27, 2017 or in any prior proposals submitted to the city or suggested in the media.

Nimbus Arts is actively and publicly in quest for a long-term permanent home facility. We are very grateful for and open to all conversations and opportunities that may lead us to a facility that will provide stability, allow us to expand our reach, and help us to serve our mission in the community.

We are happy to discuss and share any site proposals that have been discussed with us in the community, or where we have been included in any development plans.

Please feel free to contact us directly with any questions you may have regarding Nimbus Arts' plans and dreams for our future home site.

Very Sincerely,

Jamie Graff
Executive Director
Nimbus Arts

<<content>>test

nimbus · arts

649 Main Street, St. Helena, CA 94574 | 707.963.5278 ph | 707.963.0278 fx
nimbusarts.org | info@nimbusarts.org

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 8:22 PM
To: Noah Housh; Cindy Black
Subject: Fw: Proposed Development Project

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Barbara Ringenberg <barbara.st.helena@gmail.com>
Sent: Monday, June 26, 2017 8:19 PM
To: CityCouncil
Subject: Proposed Development Project

Please delay this decision until we have a more comprehensive look at all proposed hotel projects and city asset values so we can provide input on the future development plans of St Helena.

I have always said, "you can't undo an accident"..... this also holds true for such an enormous project.

There must be other economic solutions to consider. The community impact SHOULD also have intrinsic value. This seems like way too much development for the infrastructure of St . Helena; including potential emergency and disaster services.

Thank you,
Barbara Ringenberg
St. Helena, Ca

Cindy Black

From: Peter White
Sent: Monday, June 26, 2017 7:49 PM
To: Noah Housh; Cindy Black
Subject: Fw: proposed hotel

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Dorothy Varland <dvarland@att.net>
Sent: Monday, June 26, 2017 6:57 PM
To: CityCouncil
Subject: proposed hotel

Dear Council Members,

We are writing to encourage the council members to vote "NO" on the proposed hotel in downtown St. Helena. We have lived in St. Helena for 50 years and are not happy with the direction it is going. The traffic is bad enough and I'm sure if you add a hotel in town it will not help this situation. We are now only able to go to town early morning or late evening. We don't shop except for groceries as the parking is non existent. Please, please listen to the people of St. Helena - we do not want a hotel!

Larry & Dot Varland
1370 Garden Ave.
St. Helena, Ca.

Cindy Black

From: Maureen Moulton <mmoulton328@gmail.com>
Sent: Monday, June 26, 2017 4:21 PM
To: Cindy Black
Subject: Fwd: Adams Street Project

----- Forwarded message -----

From: **Maureen Moulton** <mmoulton328@gmail.com>
Date: Mon, Jun 26, 2017 at 2:13 PM
Subject: Adams Street Project
To: agalbraith@cityofsthelena.org, pwhite@cityofsthelena.org, pdohring@cityofsthelena.org,
mkoberstein@cityofsthelena.org, gellsworth@cityofsthelena.org
Cc: cityclerk@sthelena.org

June 26, 2017

Mayor Galbraith and Council Members,

I am writing today as a concerned St. Helena resident. I am concerned because as City Council members your job is to REPRESENT your town's citizens, not deceive them.

Your intent to vote on a recommendation of a small committee, none of whom live in St. Helena, to move forward on the Adams Street development is nothing more than a sneaky, and blatant negligence to keep the promise of the General Plan and maintain the authentic small town agricultural image of St. Helena for future generations. The role of council members is to represent your citizens and to conduct business in an open and transparent manner with all residents of St. Helena being priority.

Last October, the then town manager opened the conversation with the residents to weigh in on the "potential" development of the Adams Street project. As you know, there was great opposition to the three proposed projects that were presented. The projects are just too big and obtrusive for the small town of St. Helena. The impact on traffic, water use and parking must be considered, not overlooked as was the case with Los Alcobas.

Now, you are taking a recommendation of this so-called "committee", all while we have an interim town manager. This is blatantly sneaky and deceitful and I feel is a direct violation of the laws that govern City government. Is it also possible that the City Attorney has a conflict of interest on his part since one of the committee members is an attorney in his office? The Mayor should be ashamed of himself to allow this closed-door process to take place.

I ask that you hold off the vote or vote down the recommendation to move forward with this project. The residents of St. Helena not only deserve a say in the process, but we are entitled to be part of the process that will change St. Helena forever.

Further, it is your obligation to inform the public of the anticipated income from the recently approved sales tax hike, as well as the already approved new hotel projects within the City of St. Helena town limits, and explore other options before embarking on yet another hotel project.

I urge you to take a step back and re-evaluate the use of this land and the project proposed.

Thank you for your consideration,

Maureen Moulton

"Save St. Helena" Supporter

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 3:54 PM
To: Noah Housh; Cindy Black
Subject: Fw: (Hotel development in St. Helena) Hello from your downstream neighbors...

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Peter Brooks <peterjbrooks@msn.com>
Sent: Tuesday, June 27, 2017 12:45 PM
To: CityCouncil
Subject: (Hotel development in St. Helena) Hello from your downstream neighbors...

Esteemed City Council,
Hello from Vallejo where we are fighting a cement factory proposed for banks of the Napa River.

In regard to environmental safety, many here believe the Orcem cement company made a lot of promises to our City -- but we are now discovering many significant impacts to our community and waterfront cannot be mitigated.

I urge you to slow down and do additional assessments that include the widest range of public involvement before agreeing to such a large scale development.

Thank you,
Peter Brooks
415-425-4225

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 3:54 PM
To: Cindy Black; Noah Housh
Subject: Fw: Adams St. Property

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Connie Garate <hakala2@juno.com>
Sent: Tuesday, June 27, 2017 12:39 PM
To: jrjon@comcast.net; hakala2@juno.com; Geoff Ellsworth; PDohrig@cityofsthelena.org; Alan Galbraith; Mary Koberstein; Peter White
Subject: Adams St. Property

Please think of the residents you serve when making your decision on the HRV Hotel Partners. The new hotel on Main Street Los Alcobas has created a nightmare for parking and traffic on our main thoroughfare. Our back streets of Adams and especially Railroad Ave and Library St. are already dangerous because of people coming in can out of Safeway and the Bank of American not to mention the medical building and library. It is difficult to get a parking place at any of these places. Adding another hotel will only increase the congestion and inconveniences that we locals are already experiencing. Please do not authorize this new construction.

Connie Garate

hakala2@juno.com
625 Mund Rd St. Helena, CA 94574
707 967-9255

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 3:57 PM
To: Noah Housh; Cindy Black
Subject: Fw: Today's Meeting

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Joan Mckee <joan@mackiesmessage.com>
Sent: Tuesday, June 27, 2017 3:40 PM
To: CityCouncil
Subject: Today's Meeting

Hello Council Members & citizens of Saint Helena

I live on Boysen Lane ...Saint Helena.

I moved here 7 years ago simply because I love it here, and my mother grew up here on a 400 acre ranch.... many years ago.

For as sophisticated and complicated that the valley has become in recent years, still it hold a small town charm. But now... I am concerned.

As Ted Grossman stated...

" please delay the decision until we have a comprehensive look at all of the proposed hotel projects and city asset values so we can provide input on the future development of Saint Helena".

I am unable to attend tonight's meeting.... if I could I would.

Please know that I am rooting for an honorable and fair outcome.

Fondly
Joan E McKee

Sent from my iPhone

Cindy Black

From: Peter White
Sent: Tuesday, June 27, 2017 3:56 PM
To: Roger Goyins
Cc: Noah Housh; Cindy Black
Subject: Re: Proposed new Hotel near library

Roger,

I am forwarding this to Noah Housh, our Planning Director and Cindy Black, to answer your question.

Peter G. White
Vice Mayor
1480 Main Street
St. Helena, CA 94574
707-480-9958
peterw@cityofsthelena.org

From: Roger Goyins <rgoyins@yahoo.com>
Sent: Tuesday, June 27, 2017 2:07 PM
To: CityCouncil
Subject: Proposed new Hotel near library

I'd like to see a list of all currently proposed hotels. Is this correct: there are 3 existing hotel proposals/approvals along Main St? Do we need another? If so why not another site on Main?

The property next to the library really should stay open space.... if we didn't want Safeway there then we should not want a hotel there.

R. Goyins
St Helena Resident

City of St. Helena Adams Street Request for Proposals

June 27, 2017

City of St. Helena City Council

Introduction

- Review Committee
 - Michael Biddle, Burke Williams & Sorensen
 - Robert Gamble, PFM Financial Advisors
 - Michael Oliver, Municipal Resource Group
 - Noah Housh, Planning & Community Improvement Director
 - Larry Pennell, Interim City Manager
- Tonight's item is not an approval of a project, nor an approval of the sale of Adams Street property
- Tonight's item is to select a Developer with whom the City would negotiate with regarding the development of the site and terms of sale subject to the discretion of the City and appropriate land use and environmental review

Recommendation

- Select HRV Hotel Partners as Developer of 5.6 acre Adams Street Property
- Direct City Manager to Prepare Exclusive Negotiation Agreement
- Direct City Manager to Pursue Negotiation of Teen Center Component of HRV Proposal

Background

- October 2015 City Council Reviews conceptual RFP and directs staff to issue RFP
- November 2015 City Council directs staff to designate Adams St property as Central Business in General Plan
- May 2016 City Council directs staff to proceed with RFP after pause
- August 2016 City receives three (3) proposals

Background

- Two presentations of proposals to Community in October 2016
- March 2017 Respondents provided opportunity to clarify/supplement proposals
- April/May 2017 financial information evaluated by Review Committee
- May 18, 2017 interview of Respondents by Review Committee

HRV Proposal

- 5 star resort; 113 hotel rooms; 5,500 sf Nimbus Arts; 8,000 sf meeting space; 2 restaurants (100 & 65 seats); spa/fitness center; 3 pools; 2 event lawns; 120/130 underground parking spaces; 105,500 sf
- Teen Center (\$2M/Affordable Housing/City Hall)
- Purchase Price - \$20,000,000
- Five Year Revenue Projection - \$17,744,000

HRV Proposed Site Plan



HRV Proposed Site Plan



HRV Proposed Site Plan



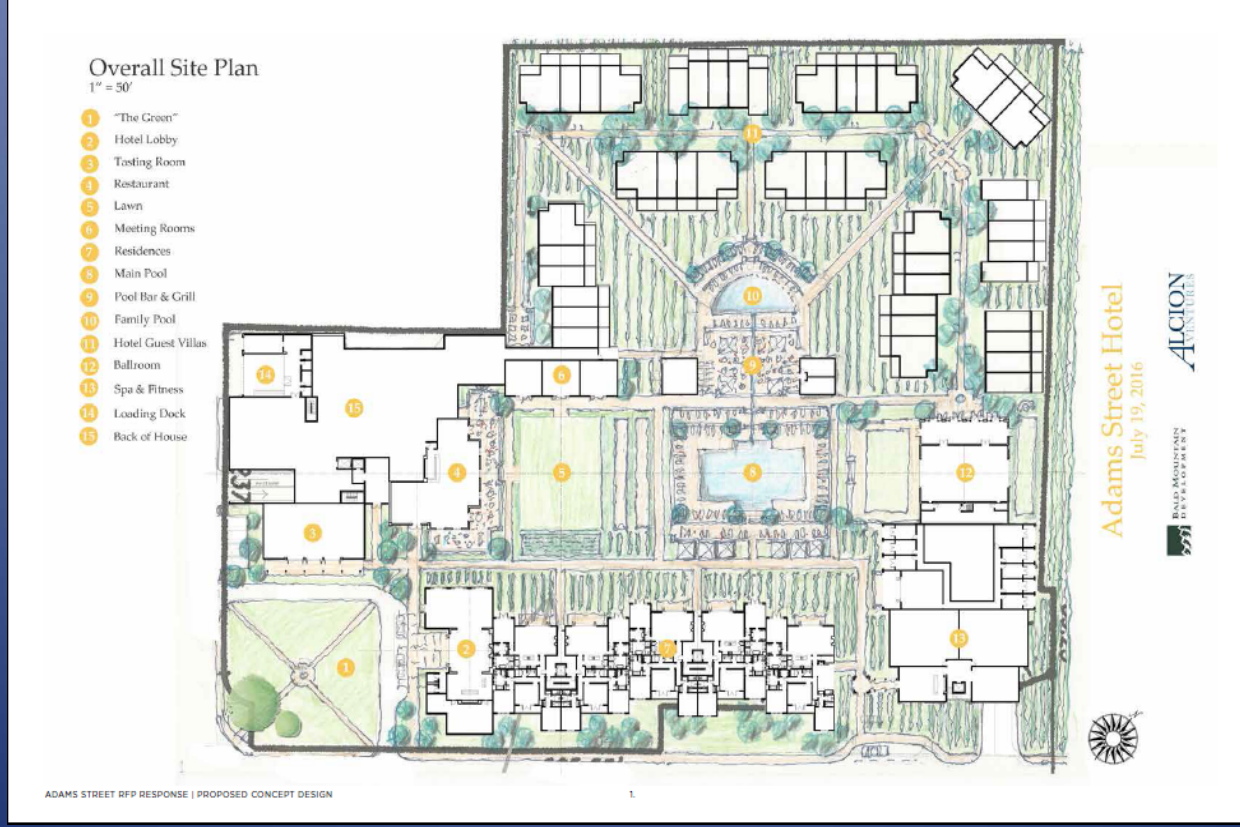
HRV Proposed Site Plan



Bald Mountain Proposal

- 5 star resort; 85 hotel rooms; 20 for sale condos; 100 seat restaurant; 40 seat lounge; 10 seat tasting room; spa/wellness center; Signorelli Barn event center; 1 event lawn (“The Green”); 218 underground parking spaces; 160,000 sf (110,000 sf hotel/resort – 50,000 sf residential)
- Purchase Price - \$16,000,000
- Five Year Revenue Projection - \$17,148,000

Bald Mountain Site Plan



Bald Mountain Site Plan



SITE PLAN OF ADAMS STREET RESORT

B.

BALD MOUNTAIN + ALCION | April 24, 2017

Bald Mountain Site Plan



ADAMS STREET RESORT AS SEEN FROM 999 ADAMS STREET

10.

BALD MOUNTAIN + ALCION | April 24, 2017

Bald Mountain Site Plan



ADAMS STREET RESORT AS SEEN FROM OVER THE VINEYARDS TO THE EAST

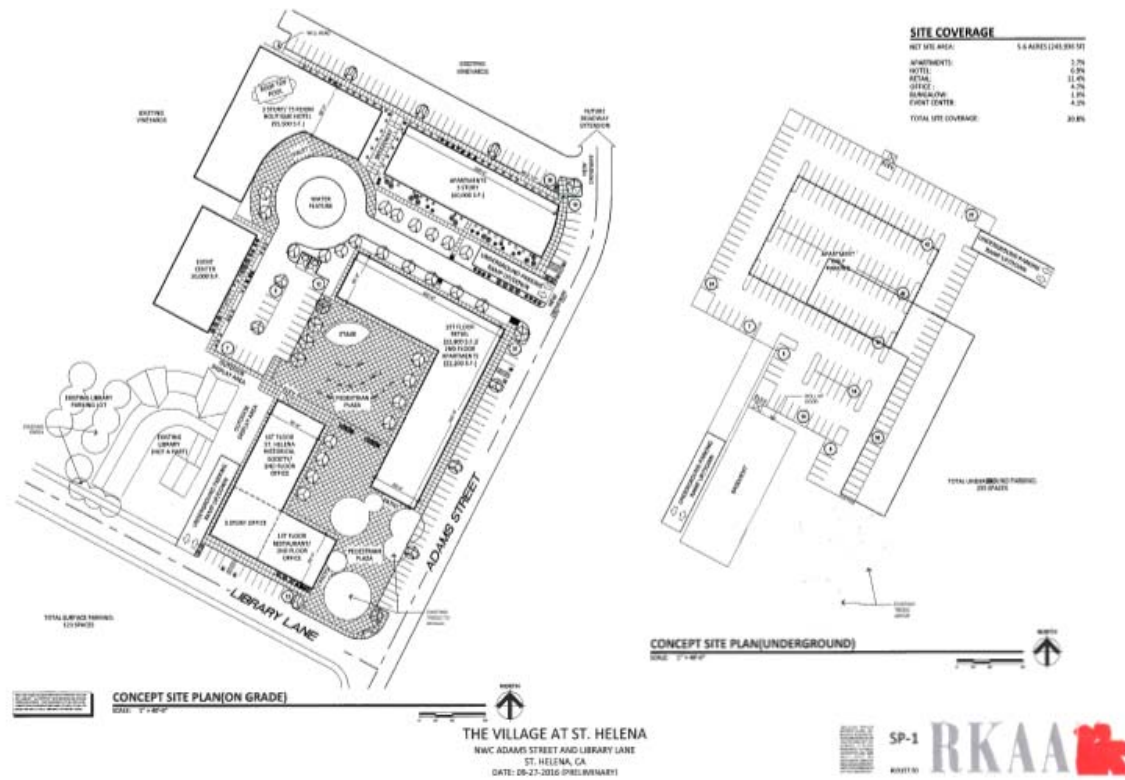
12.

BALD MOUNTAIN + ALCION | April 24, 2017

HMS Proposal

- Mix of office/retail/residential/hotel (3-4 star); 45,000 sf office (30,000 Class A – 15,000 city hall/police station); 75 room hotel w/spa; 10,000 sf / 500 person event center; 23,000 sf retail; 70 rental apartments (20% at affordable); 378 parking spaces; 200,000 sf
- Purchase Price \$17,000,000* (includes value of City Hall/Police Station & TI Allowance)
- Five Year Revenue Projection - \$9,311,000

HMS Site Plan



HMS Site Plan



THE VILLAGE AT ST. HELENA
NWC ADAMS STREET AND LIBRARY LANE
ST. HELENA, CA
DATE: 08-15-2011 (PRELIMINARY)

EL-1
RMA# 1215750

RKAA
ARCHITECTS, INC.

HMS Site Plan



HMS Site Plan



HRV Proposed Site Plan



Bald Mountain Site Plan



SITE PLAN OF ADAMS STREET RESORT

B.

BALD MOUNTAIN + ALCION | April 24, 2017

HMS Site Plan



THE VILLAGE AT ST. HELENA
NWC ADAMS STREET AND LIBRARY LANE
ST. HELENA, CA
DATE: 08-15-2018 (PRELIMINARY)

EL-1
RMA# 5215750

RKAA
ARCHITECTS, INC.

HRV Proposed Site Plan



Analysis of Proposals

- Proposed Project Plan
 - HRV proposal least dense / smallest footprint
 - Open site plan to Community at entrance (Library Lane/Adams St) & Restricted elements to rear
 - Nimbus Arts / Event lawns
 - Minimal height and view impacts
 - Transition with adjacent vineyards

Analysis of Proposals

- Financial Benefits
 - Main Distinction Amongst Proposals is ongoing 5 year revenue projections – HRV and Bald Mountain project approx \$17M or \$3.5M / year – HMS projects \$9.3M or \$1.86M / year
 - One time Purchase Price Offer – HRV \$20M versus \$16M from Bald Mountain and \$17M from HMS
 - HRV provides greatest projected financial benefit

Analysis of Proposals

- Feasibility
 - Site access constraints for each proposal during construction
 - Bald Mountain and HMS proposals impacted by application of City growth management control provisions
 - HMS impacted by public bidding and prevailing wage provisions
 - HRV proposal not similarly constrained

Next Steps

- Selected Developer and City enter into Exclusive Negotiation Agreement (ENA)
- ENA presented at subsequent City Council Mtg
- ENA has term of approximately 12 months w/extension
- During ENA term Developer submits application for required land use approvals and CEQA review
- Likely numerous public workshops and meetings before Planning Commission and City Council

Next Steps

- Each proposal requires City approval of pending General Plan / Zoning Amendment
- During term of ENA, City and Developer negotiate the terms of Disposition and Development Agreement (DDA) governing the price, terms and other negotiated conditions for the sale and development of the Adams St property
- The DDA is only presented to the City Council for consideration after all land use entitlements and CEQA review have been completed

Recommendation

- Select HRV Hotel Partners as Developer of 5.6 acre Adams Street Property
- Direct City Manager to Prepare Exclusive Negotiation Agreement
- Direct City Manager to Pursue Negotiation of Teen Center Component of HRV Proposal