



***AMENDED (12/7/17)**
City of St. Helena
Regular City Council Meeting
Tuesday, December 12, 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 and 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.
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. *Amended (12/7/17)
Consideration and proposed approval of a resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement and Sewer Main Reimbursement Agreement

7 - 130

CEQA Determination: Exempt from CEQA pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services

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

Recommendation:

Approve the attached resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement, and Sewer Main Reimbursement Agreement

[Staff Report](#)

[Late Document - Agenda Item 7.1](#)

- 7.2. Consideration and proposed approval of a resolution authorizing the City Manager to execute an Memorandum of Understanding (MOU) between the Regents of the University of California and the City of St. Helena for the Pollinator Garden located at 1492 Library Lane 131 - 139

CEQA Determination: Not a CEQA project

Prepared By: Carlos Uribe, Maintenance Manager

Recommendation:

Staff recommends the City Council approve the attached Resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the Regents of the University of California and the City of St. Helena for the Pollinator Garden located at 1492 Library Lane

[Staff Report](#)

- 7.3. Consideration and proposed approval of Meeting Minutes of: 141 - 157
August 22, 2017 Regular Meeting Minutes
November 14, Regular Meeting Minutes
November 15, 2017 Special Meeting Minutes
November 28, 2017 Regular Meeting Minutes

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff recommends adoption of the minutes.

[8-22-2017 Regular City Council Minutes](#)

[11-14-2017 Regular City Council - Minutes](#)

[11-15-2017 Community Workshop - Emergency Preparedness - Special City Council Minutes](#)

[11-28-17 Regular City Council - Minutes](#)

- 7.4. Consideration and Proposed Approval of a Resolution Rescinding Resolution No. 2016-122 and Adopting Investment Policy P-FI-0002 - 2017 for the City of St. Helena 159 - 183

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends the approval of a Resolution Rescinding Resolution No. 2016-122 and Adopting Investment Policy P-FI-0002 - 2017 for the City of St. Helena.

[Staff Report](#)

- 7.5. Consideration and proposed approval of a resolution authorizing the City Manager to Execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, in an amount not to exceed \$92,160. 185 - 208

CEQA Determination: Not a CEQA project

Prepared By: Allison Mattioli, Management Analyst

Recommendation:

Staff recommends Council adopt the attached resolution, authorizing the City Manager to execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, with annual payments of \$23,040, with a not to exceed amount of \$92,160.

[Staff Report](#)

- 7.6. Resolution authorizing the City Manager to execute an agreement with Dudek to complete the Hunter Residential Subdivision Environmental Impact Report (EIR) for a total amount not to exceed \$234,511.00, including contingencies. 209 - 244

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

It is recommended that the City Council approve a resolution to authorize the City Manager to execute an agreement with Dudek to draft an EIR for the Hunter Residential Subdivision project for a total amount not to exceed \$234,511.00, including contingencies.

[Staff Report](#)

[Public Comment - Jonathan Newsome](#)

[Public Comment - Wendell Laidley](#)

- 7.7. *New Item 245 - 329
Consideration and proposed approval of a resolution 1) authorizing the City Manager execute an agreement with Kosmont Companies for real estate and municipal financial advisory services in an amount not to exceed \$45,000 and 2) authorizing a Fiscal Year 2017/18 budget increase of \$45,000 to 101-4300-2130 to be taken from General Fund Reserves

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends Council adopt the attached resolution, authorizing

the City Manager to execute an on-call agreement with Kosmont Companies for Municipal Advisory and Real Estate services in an amount not to exceed \$45,000 and authorizing a Fiscal Year 17/18 budget increase of \$45,000 to 101-4300-2130 to be taken from General Fund Reserves.

[Staff Report](#)

8. PUBLIC HEARINGS
None

9. NEW BUSINESS

- 9.1. California Municipal Financial Health Diagnostic Informational Report on the City of St. Helena 331 - 356

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Receive and File Report to the City Council of The California Municipal Financial Health Diagnostic.

[Staff Report](#)

- 9.2. Informational Update on St. Helena Elm Tunnel Management Plan 357 - 396

CEQA Determination: Not a CEQA project

Prepared By: Carlos Uribe, Maintenance Manager

Recommendation:

Review and provide direction to staff.

[Staff Report](#)

- 9.3. Review and Approval of City Council's Housing Solutions Goal and 12-Month Objectives 397 - 401

CEQA Determination: Exempt

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Review and approve 12-Month objectives associated with the City Council's Housing Solutions goal.

[Staff Report](#)

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

January:

1. Little League Contract Amendment - Recreation
2. ADA Policy - HR
3. New K9 Vehicle - PD
4. General Plan EIR award of contract - Planning
5. Follow-up to the 11/15 Emergency Preparedness Community Workshop - Admin
6. City Council review of annual intergovernmental assignments – Admin
7. Municipal Financial and Real Estate Advisory Services award of bid - Admin

11. ADJOURNMENT

The next Regular City Council meeting is scheduled for January 9, 2018, 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 December 1, 2017. Reposted December 7, 2017.



Cindy Tzaopoulos, 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.



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Consent Item

Subject: Consideration and proposed approval of a resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement and Sewer Main Reimbursement Agreement

CEQA Determination: Exempt from CEQA pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services

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

Reviewed By:

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On June 5, 2007, the Planning Commission approved Tentative Parcel Map 2005-77 and associated Conditions of Approval for the Sulphur Springs Subdivision Parcel Map located at 1486 Sulphur Springs Avenue. On June 12, 2007, City Council concurred with the Tentative Parcel Map approval. The applicant was then granted two tentative parcel map extensions with the latest being approved by City Council on January 26, 2016.

This Project is located on the north side of Sulphur Springs Avenue, approximately 0.16 miles west of Rosebud Lane. The Tentative Parcel Map was approved for four residential lots. The Final Map (Exhibit A to Attachment 1) has been reviewed for compliance with Title 16 of the St Helena Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the Final Map and the location and configuration of the lots created by this Final Map substantially comply with the previously approved Tentative Map approved on June 5, 2007.

DISCUSSION

A Subdivision Improvement Agreement, Declaration of Covenants, Conditions and Restrictions, Deferred Improvement Agreement, and a Sewer Main Reimbursement Agreement have all been reviewed and approved by the City Attorney.

As a condition of approval, the applicant is allowed to substitute alternative frontage improvements for the standard frontage improvements required by the conditions of approval of Tentative Parcel Map 2005-77. The Deferred Improvement Agreement will require, upon future demand by the City, to construct standard improvements with a cross section consisting of a 5' landscape area, 5' sidewalk, 8' parking , 5' bike lane, and 12' vehicle lane in each direction, with any new asphalt tapering back to the existing edge of pavement, and with reconstruction of the roadway to the centerline, and a slurry seal applied to the entire road along the project frontage.

In addition to the Final Map, the applicant will be constructing a sewer main extension on Sulphur Springs Avenue from Rosebud Lane to the site address. The applicant will be paying for the construction and requesting reimbursement as additional sites connect to the City system through a City Sewer Main Reimbursement Agreement.

Bonds will be posted to the City as security for the required improvements and insurance satisfactorily provided prior to execution and recordation of the agreement. A bond will also be posted to the City as security for the setting of all monuments shown on the final maps. All other applicable Final Map conditions of approval have been satisfied.

FISCAL IMPACT

There are no fiscal impacts to the City at this time.

RECOMMENDED ACTION

Approve the attached resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement, and Sewer Main Reimbursement Agreement

ATTACHMENTS

[Attachment 1 Resolution](#)

[Attachment 1: Exhibit A Sulphur Spring Avenue Final Parcel Map](#)

[Attachment 2 Parcel Location Map](#)

[Attachment 3 Subdivision Improvement Agreement](#)

[Attachment 4 Deferred Improvement Agreement](#)

[Attachment 5 Sewer Reimbursement Agreement](#)

[Attachment 6 Declaration of Covenants, Conditions & Restrictions](#)

[Attachment 7 2016 Sulphur Springs Extension Staff Report](#)

[Attachment 8 Resolution 2016-16 Approving Extension](#)

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**Resolution approving the Final
Map for Sulphur Springs
Subdivision Parcel Map and
authorizing the City Manager to
execute the Subdivision
Improvement Agreement,
Deferred Improvement
Agreement, and Sewer Main
Reimbursement Agreement**

RECITALS

- A. On June 5, 2007, the City of St. Helena Planning Commission approved the Tentative Parcel Map 2005-77 and associated Conditions of Approval for the Sulphur Spring Subdivision Parcel Map; and
- B. Rutherford Investors, LLC submitted to the City for approval a Final Map for the Tentative Parcel Map; and
- C. City staff has reviewed the proposed Final Map, attached hereto as Exhibit A, and finds it to be technically correct and that all applicable Final Map conditions of approval have been satisfied; and
- D. A Subdivision Improvement Agreement, Deferred Improvement Agreement, and Sewer Main Reimbursement Agreement have been approved by the City Attorney and bonds will be posted to the City for the construction of the required improvements prior to recordation.

RESOLUTION

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

1. Finds that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city

limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services; and

2. The location and configuration of lots to be created by the Final Parcel Map substantially comply with the previously approved Tentative Parcel Map; and
3. The Final Parcel Map for the Sulphur Spring Subdivision Parcel Map located at 1486 Sulphur Springs Avenue, a copy of which is hereby attached as Exhibit A and made part of this Resolution, is hereby approved; and
4. The City Manager is directed to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement, and Sewer Main Reimbursement Agreement and the City Clerk is directed to transmit the Final Map to the County Recorder of the County of Napa for recording.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Ellsworth: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk

OWNER’S STATEMENT

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE ONLY ENTITY HAVING ANY RECORD TITLE IN THE LAND INCLUDED WITHIN THE SUBDIVISION IN THE CITY OF ST. HELENA, NAPA COUNTY, CALIFORNIA, AND DESIGNATED ON THE MAP ENTITLED "PARCEL MAP OF THE SULPHUR SPRINGS SUBDIVISION", AND THAT IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

RUTHERFORD INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JOHN G. EUSER, MANAGER

OWNER’S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF NAPA) ss.
ON _____, 2016, BEFORE ME,
_____, NOTARY PUBLIC, PERSONALLY

APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
COUNTY OF COMMISSION: _____
EXPIRATION DATE: _____
COMMISSION NO. _____

SURVEYOR’S STATEMENT

I, MARK P. ANDRILLA, DO HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RUTHERFORD INVESTORS, LLC IN JUNE, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 1, 2018 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____
SIGNED: **Preliminary**
MARK P. ANDRILLA P.L.S. 8985
EXP: 9/30/16



OLD REPUBLIC TITLE COMPANY, ORDER NO. 0530015202–ML

CITY ENGINEER’S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP OF THE SULPHUR SPRINGS SUBDIVISION, THAT SAID MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

ERICA L. AHMANN SMITHIES, RCE 65468 DATE _____
LICENSE EXPIRES: SEPTEMBER 30, 2017
DIRECTOR OF PUBLIC WORKS & CITY ENGINEER,
CITY OF ST. HELENA, STATE OF CALIFORNIA

I HEREBY STATE THAT THIS PARCEL MAP WAS EXAMINED BY ME OR UNDER MY DIRECTION AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

MICHAEL J. NACEY, RCE 33373 DATE _____

PLANNING COMMISSION STATEMENT

I HEREBY CERTIFY THAT THE CITY OF ST. HELENA PLANNING COMMISSION HAS APPROVED THE TENTATIVE MAP OF THE SUBDIVISION UPON WHICH THIS PARCEL MAP IS BASED.

SECRETARY, CITY OF ST. HELENA DATE _____
PLANNING COMMISSION

MAYOR'S AND CITY CLERK’S STATEMENT

WE, ALAN GALBRAITH, MAYOR, AND CINDY BLACK, CITY CLERK, RESPECTIVELY, OF THE CITY OF ST. HELENA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THIS MAP, ENTITLED "PARCEL MAP OF THE SULPHUR SPRINGS SUBDIVISION", WAS PRESENTED TO THE CITY COUNCIL ON THE _____ DAY OF _____ 2016, AND BY RESOLUTION REGULARLY PASSED THIS MAP WAS APPROVED.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED THE SEAL OF THE CITY OF ST. HELENA THIS _____ DAY OF _____ 2016.

ALAN GALBRAITH, MAYOR
CITY OF ST. HELENA,
STATE OF CALIFORNIA

CINDY BLACK, CITY CLERK
CITY OF ST. HELENA,
STATE OF CALIFORNIA

IMPROVEMENT CERTIFICATE

THE FOLLOWING IMPROVEMENTS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A PERMIT OR OTHER GRANT OF APPROVAL FOR THE DEVELOPMENT OF ANY PARCEL SHOWN ON THIS MAP IN ACCORDANCE WITH SECTION 66411.1 OF THE SUBDIVISION MAP ACT: SULPHUR SPRINGS AVENUE PUBLIC STREET AND UTILITY IMPROVEMENTS. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

PLANNING DEPARTMENT FILE NUMBER PL16–033

COUNTY TAX COLLECTOR AND REDEMPTION

OFFICER’S STATEMENT

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION, BUT WHICH ARE NOT PAYABLE.

TAMIE R. FRASIER DATE _____
NAPA COUNTY TAX COLLECTOR AND
REDEMPTION OFFICER

DEPUTY DATE _____

COUNTY RECORDER’S STATEMENT

FILED THIS: _____ DAY OF _____, 2016
AT: _____ (AM) (PM), IN BOOK: _____, OF PARCEL MAPS, AT PAGE(S): _____
AT THE REQUEST OF _____

FEE PAID _____

JOHN TUTEUR, COUNTY RECORDER
COUNTY OF NAPA, STATE OF CALIFORNIA

DEPUTY

PARCEL MAP
OF THE
SULPHUR SPRINGS SUBDIVISION

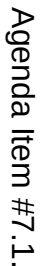
BEING THE LANDS OF
RUTHERFORD INVESTORS, LLC
AS DESCRIBED IN THE GRANT DEEDS RECORDED AS DOCUMENT NOS.
2005–0013172 AND 2005–0039118, NAPA COUNTY RECORDS

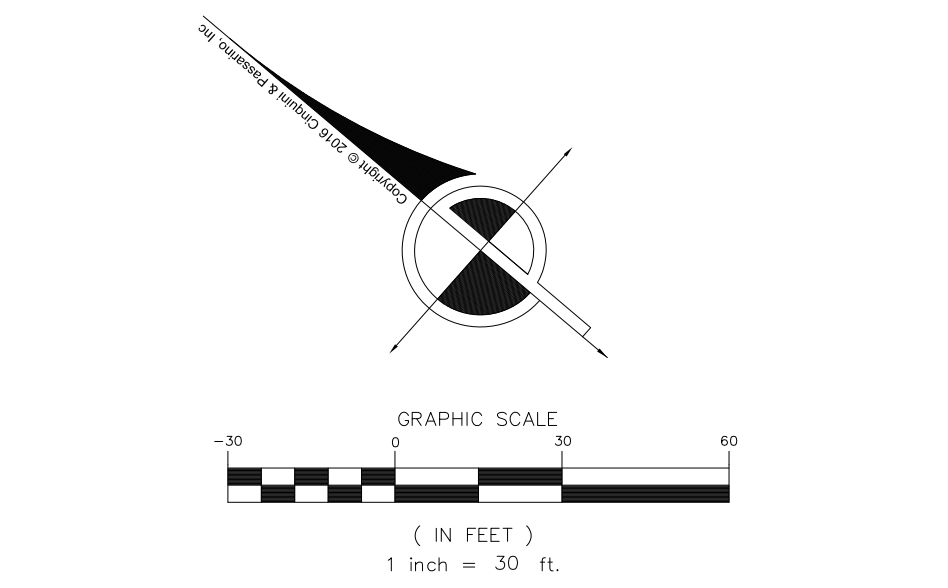
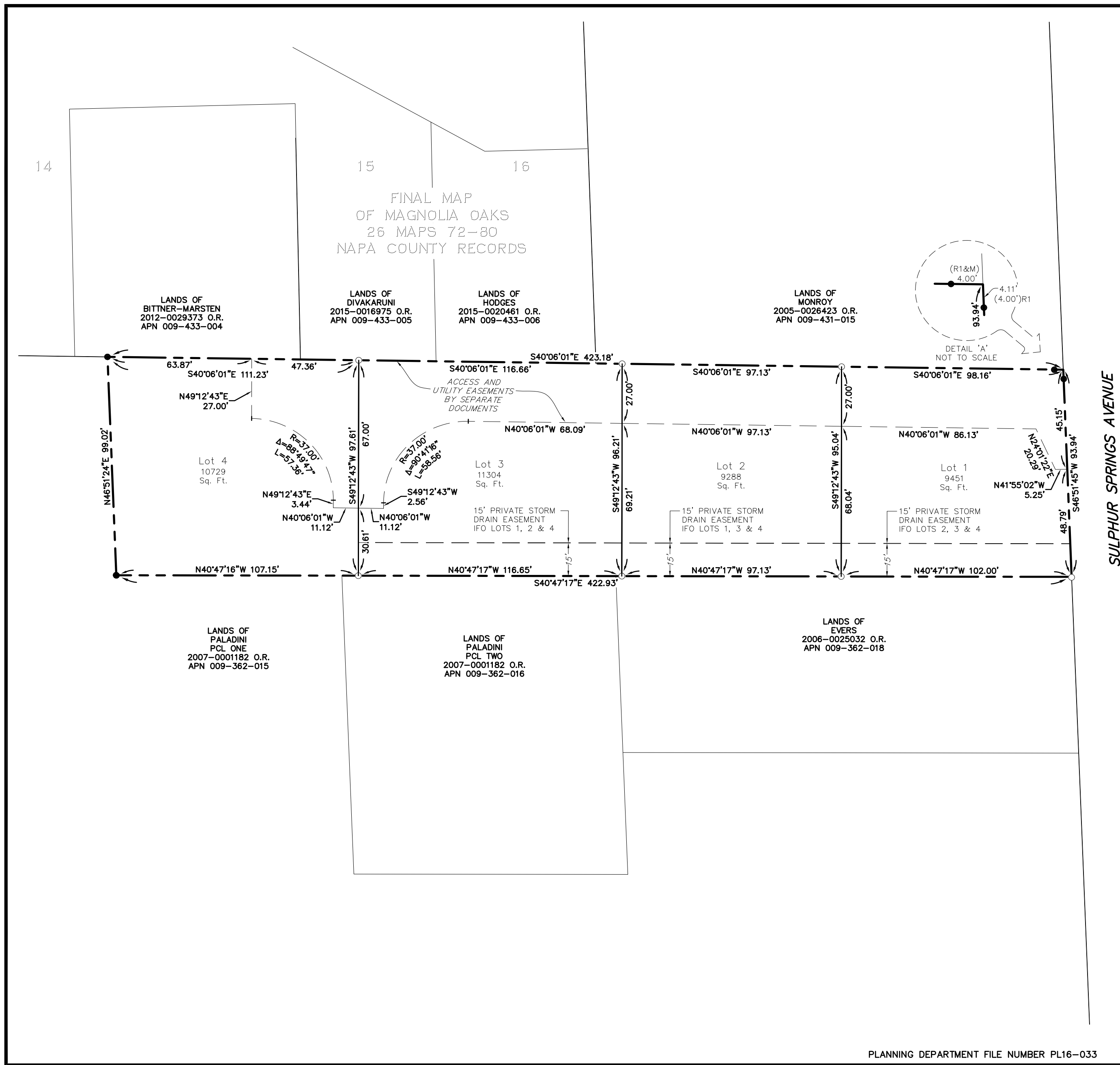
CITY OF ST. HELENA
COUNTY OF NAPA STATE OF CALIFORNIA
4 LOTS 0.93 ACRES

CINQUINI & PASSARINO, INC.
LAND SURVEYING
▲ BOUNDARY 1804 Soscol Ave. Suite 202
▲ TOPOGRAPHIC Napa, Ca. 94559
▲ CONSTRUCTION Phone: (707) 690–9025
▲ SUBDIVISIONS Fax: (707) 542–2106

SHEET 1 OF 3
APNs 009–362–024 & 025 NOVEMBER 2016 CPI FILE NO. 7073–15

N:\2013\New\Parcel Map\2013PM.dwg May 02, 2017 -- 11:05am







Sulphur Springs Subdivision Parcel Map



Legend

-  Parcels
-  County Boundary



188.1 0 94.04 188.1 Feet



Disclaimer: This map was prepared for informational purposes only.
No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 11/15/2017

Notes

RECORDING REQUESTED BY

CITY OF ST. HELENA

WHEN RECORDED MAIL TO

Name	City of St. Helena
Street	
Address	1480 Main St.
City &	
State	St. Helena, Ca 94599

SPACE ABOVE RECORDER'S USE ONLY
Recording Fees Exempted per Government Code Section 6103

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made and entered into this _____ day of _____, 2017 by and between the CITY OF ST. HELENA, a Municipal Corporation, ("**City**") and RUTHERFORD INVESTORS, LLC a California limited liability company ("**Subdivider**").

RECITALS

A. Subdivider is the owner and developer of that certain tract of land situated in the City of St. Helena (City), County of Napa, California, located at 1486 Sulphur Springs Avenue, Napa County Assessor's Parcel No. 009-362-024 & 025, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**SUPHUR SPRINGS SUBDIVISION**").

B. The City approved a Tentative Subdivision Map (the "**Tentative Map**"), with conditions and mitigation measures per the City's June 5, 2007 Staff Report (including its attached "Mitigation Monitoring and Reporting Program" or "**MMRP**," as the case may be) on file with the City ("**Conditions of Approval**") for the Subdivider's project known as the Sulphur Springs Subdivision Subdivision (the "**Subdivision**"). Subdivider proposes to perform certain works of improvement thereon or otherwise satisfy certain elements of the Conditions of Approval (including the MMRP) as hereinafter set forth;

C. City desires to assure that the proposed improvements will be done in a workmanlike manner and in accordance with the laws now in force and effect in the City, particularly Chapter 16.32 of the St. Helena Municipal Code regarding subdivision improvements, the terms and conditions of which are incorporated herein by reference. Subdivider declares that it is familiar with the regulations contained in such ordinance and in the Subdivision Map Act (Government Code Section 66410-66499.37); and

D. A Map of the Subdivision, consisting of three sheets labeled Parcel Map of the Sulphur Springs Subdivision, prepared by Cinquini & Passarino, Incorporated in accordance with the provisions of the St. Helena Subdivision Ordinance has been filed by Subdivider with City (and, as filed, is referred to herein as the "**Map**"). The Map can only be approved by the City Council subject to Subdivider entering into this Agreement with the City.

Now therefore, for good and valuable consideration, including the City's approval of the Map, the parties hereto mutually covenant and agree as set forth herein.

AGREEMENT

1. Construction of Improvements. Subdivider shall, at its own cost and expense, furnish all labor and materials required to fully construct or install the monumentation and the improvements (collectively the "**Improvements**") within and without the Subdivision shown and delineated upon the Map and as required in the Conditions of Approval approving the Tentative Map, which includes Mitigation Monitoring and Reporting Program. A copy of the Conditions of Approval is on file in the City's Planning Department. Subdivider shall do all work in a good workmanlike manner and complete the Improvements in accordance with all currently approved plans, standards, ordinances, subdivision regulations, policies and specifications and according to the plans and specifications approved by the City, prepared by Delta Consulting & Engineering entitled Off-Site Civil Improvement Plans for Sulphur Springs Avenue Euser-Greer Subdivision or with any changes required or ordered by the City Engineer which in the Engineer's opinion are necessary to complete the work.

2. Compliance/Access to Work/Inspection. In constructing the Improvements, Subdivider shall comply with all conditions and requirements set forth in the Conditions of Approval approving the Tentative Map, any environmental documentation, including a Negative Declaration, Environmental Impact Report and Mitigation Monitoring Plan, if applicable, design and construction standards of the City, and all ordinances, rules and regulations of the City as they currently exist. The City shall inspect all Improvements for compliance with the Improvement Plans, subdivision regulations, City Standard Specifications, and Conditions of Approval.

Subdivider shall allow City's duly authorized representatives access to the work at all reasonable times and furnish it with reasonable facilities for ascertaining that the methods, materials, and workmanship so as to comply with the requirements and intent of the approved Improvement Plans. Subdivider is required to give at least forty-eight 48 hours advance notice of the date upon which the work is commenced and the date upon which the work is to be completed.

Subdivider, subject to the Conditions of Approval, shall: a) provide any and all rights of way and easements which may be necessary for the Subdivision and the Improvements; b) obtain all necessary permits and licenses for the construction of the Improvements; c) give all necessary legally required notices and d) pay all fees and taxes required by law.

3. Ownership of Improvements. All Improvements constructed or installed pursuant to this Agreement expressly including, but not limited to, water and sewer lines, but excluding gas, electrical, telephone, private water wells, private irrigation, solar, satellite, fiber optic, cable television, and any telecommunication facilities that are to be public facilities and/or otherwise are for public use within the public streets/easements, shall become the sole exclusive property of the City of St. Helena, without payment therefore except for any reimbursement required by law and/or agreement, upon acceptance of those Improvements by the City.

4. Time of Completion. All of the Improvements shall be completed by Subdivider within thirty-six (36) months from the recording of the Map, unless an extension is granted by the City Council pursuant to Section 16.32.300 of the St. Helena Municipal Code and/or otherwise as may be provided by State law. Except as may be provided by State law and/or by applicable City ordinance, any extension may be conditioned upon an increase in security, as identified and defined in Section 5, below, and inspection fees related to the Improvements to reflect current costs and compliance with the St. Helena Municipal Code.

5. Improvements Security. This Agreement shall be secured by:

(a) A performance bond or other form of security permitted under Section 6 in the sum of _____ (the Estimated Cost calculated pursuant to Section 16.32.320C for the frontage improvements);

(b) A labor and materials bond or other permitted security in the sum of _____ guaranteeing payment of Subdivider's contractor, subcontractors and other persons furnishing labor, materials or equipment for the construction or installation of the Improvements;

(c) Cash deposit of _____, as established by Section 16.32.320D, to be used at the discretion of City to correct deficiencies and conditions that may arise during and after construction of the Subdivision.

6. Form of Security. The form of the security required under Section 5 shall be one of the following:

(a) A bond or bonds meeting the requirements of Government Code Section 66499 through 66499.4 secured by one or more corporate sureties approved by the City Attorney;

(b) A deposit either with the City or a responsible escrow agent or trust company, at the option of the City, of money or negotiable bonds of the kind approved for securing deposits of public money; or

(c) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal Government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment.

7. Liability for Personal Injuries. City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the Subdivision or any part thereof prior to the City's acceptance of the Improvements, in whole or in part.

8. Release and Indemnification. In no case does the City assume any responsibility for the construction or supervision of the Improvements or the time of completion, and all liability for damage or injury to persons or property, prior to the time of acceptance, in whole or in part, shall be borne by Subdivider. Subdivider agrees to indemnify the City for any such liability or claims thereof including any reasonable attorney's fees and costs incurred by the City in connection with this Agreement, the construction of the Improvements and/or the defense of any

third party claims relating to this Agreement and/or the construction of the Improvements. Subdivider shall pay all reasonable attorney's fees that City may incur because of any legal action or other proceeding arising from the Subdivision or improvements. .

9. Liability of Subdivider. Subdivider agrees that the use for any purpose and by any person of any and all of the Improvements shall be at the sole and exclusive risk of Subdivider at all times prior to acceptance by the City of the completed Improvements; provided, that acceptance by City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits by the City for dwellings located in the Subdivision shall not be construed in any manner to constitute an acceptance and approval of any and all of the Improvements.

10. Insurance: Without limiting Developer's indemnification provided herein, Developer shall take out and maintain at all times during the life of this contract the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Developer, its agents, employees or subcontractors:

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph G-04.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation and Employer's Liability Insurance is required by Section 3700 of the California Labor Code.

Minimum Limits of Insurance. Developer/Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial 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: \$2,000,000.00 per accident for bodily injury and property damage.
3. Worker's Compensation statutory limits and Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce

or eliminate such deductibles or self-insured retentions as respects the City of St. Helena, its agents, officers, officials, employees and volunteers; or the Developer/Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability AND automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agents, officers, officials, employees and volunteers are to be named as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Developer/Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Developer/Contractor including materials, parts or equipment furnished in connection with such work or operations 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 Section 2782(b) of the Civil Code. General liability coverage can be provided in the form of an endorsement to the Developer/ Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Developer/Contractor'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 Developer/Contractor'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 canceled or reduced by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the cancellation box (in the lower right hand corner of the ACORD form), the words "endeavor to " and "but failure to do so....agents or representatives" needs to be crossed out.

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

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Prior to City's execution of Agreement, Developer/Contractor shall provide properly executed Certificates of Insurance and Endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein on forms approved by the City. The amount of any policy deductible or self-insured retention over \$100,000.00 shall be included. 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.

Subcontractors. Developer/Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

In the event the City has agreed to allow the general contractor to provide the required insurance, Developer shall provide City with a letter naming such contractor. Work on the project may then only continue as long as that general contractor is engaged as the general contractor on the job. No other general contractor may be substituted unless and until a letter naming the new general contractor is provided to City along with the necessary evidence of all required insurance.

11. Extensions and Security. Any extensions of time granted by the City for completion of the Improvements shall not relieve or affect the security given to secure Subdivider's performance under this Agreement.

12. Payment of Fees. The Subdivider shall pay the City prior to commencement of construction of the Improvements all applicable fees in the amount required by the City. The cost of the installation of a left turn pocket on El Bonita Avenue at Main Street shall be credited against the payment of traffic impact mitigation fees in effect at the time of issuance of building permits for the project.

13. Warranty. The Subdivider hereby warrants that the construction of the Improvements hereunder will not adversely affect any portion of any adjacent property. Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the Map which are destroyed or damaged by Subdivider. The Subdivider shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

14. Approval and Modifications. The Improvements shall be subject to approval and acceptance by the City Engineer and to inspection at all times by City officials. The City shall have the right to modify the plans and specifications for the Improvements if, in its discretion, the City deems modifications desirable for public health or safety provided that (a) the costs (as estimated by the City Engineer) for Subdivider to implement all such modifications (in the aggregate) shall not exceed 25 percent (25%) of the Estimated Cost and/or not otherwise make the affordable housing component of the Subdivision economically impractical and/or infeasible, and (b) Subdivider complies with all state and Federal requirements regardless of costs. Pursuant to section 16.32.280 of the St. Helena Municipal Code: A. When all improvement deficiencies have been corrected and as-built improvement plans filed, those subdivision improvements which will be dedicated to the city may be considered for acceptance; B. If the offers of dedication on the final or parcel maps have been rejected, the city council (for

subdivision for which a final map is required) or the planning commission (for subdivision for which a parcel map is required) shall accept the improved dedications and the city council's resolution of acceptance or the planning commission's certificate of acceptance shall be filed with the Napa County Recorder; C. If the offers of dedication on the final or parcel map have been accepted subject to improvement, the public works director shall file a notice of completion with the county recorder; and D. Acceptance of improvements shall imply only that the improvements have been completed satisfactorily and that they have been accepted for public use.

15. Repair or Reconstruction of Defective Work. Upon acceptance of the Improvements by City, Subdivider shall provide warranty security in an amount equal to 10% of the Estimated Cost (less the remainder of the cash bond which shall be retained for the one-year warranty period) to guarantee the Improvements against any defective work or labor done or defective materials used for a period of one year after acceptance of the Improvements. If, within this period, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider as part of the Improvements, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein ("Non-Conforming Work"), Subdivider shall, within five (5) business days following receipt of notice from the City (as provided in Section 16) describing the Non-Conforming Work and without any cost to City, repair or replace the Non-Conforming Work. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, invoke the warranty security or perform the necessary repairs or replacements itself and Subdivider or its guarantor shall pay to City the actual cost of such repairs; provided that if City invokes the warranty security or performs the repairs due to Subdivider's failure to act (as opposed to the exigencies of the situation), City shall be entitled to recover an additional fifteen percent (15%) of the cost of such repairs.

16. Subdivider not Agent of City/City Not Agent of Subdivider. Neither Subdivider nor any of the Subdivider's agents or contractors are, or shall be considered to be agents of, City in connection with the performance of Subdivider's obligations under this Agreement. Neither City, nor any of City's agents or contractors, are or shall be considered to be agents of Subdivider in connection with the performance of City's obligations under this Agreement.

17. Notice of Breach and Default. If Subdivider (a) refuses or fails to commence, perform and complete construction of the Improvements, or any severable part thereof within the time specified in Section 4 above, or any extension thereof, or (b) is adjudged a bankrupt, makes a general assignment for the benefit of Subdivider's creditors, has a receiver appointed, or otherwise becomes insolvent, or (c) violates any of the provisions of this Agreement, then the City Engineer or City Council may serve written notice of breach upon Subdivider and Subdivider's surety. The failure of the City Engineer or City Council to serve the notice of breach shall not be construed as a waiver of any breach by Subdivider nor provide a defense nor exoneration to the Subdivider's surety.

18. Breach of Agreement: Performance by Surety or City. In the event any notice of breach is given to Subdivider and Subdivider's surety in accordance with Section 16 above, Subdivider's surety shall have the duty to take over and complete the Improvements; provided,

however, that if neither Subdivider nor the surety, within five (5) business days after receipt by it of such notice of breach, does not give City written notice of its intention to complete the Improvements in accordance with this Agreement, and does not commence performance thereof within five (5) business days after notice to City of such election, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby. If Subdivider has posted a cash deposit or letter of credit as security, City may dedicate the proceeds to the cost of completing the work and any excess cost of damages occasioned thereby.

19. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. Each notice shall be deemed delivered upon actual receipt or upon refusal of delivery. Notices required to be given to City shall be addressed as follows:

City Engineer
1480 Main Street
St. Helena, California 94574

Notices required to be given to Subdivider shall be addressed as follows:

Robert Greer
1530 Stockton
St. Helena, California 94574

Notices required to be given to a surety or the issuer of a letter of credit shall be addressed to the address shown on the bond or letter of credit. Any party or the surety or issuer of a letter of credit may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

20. Sale or Disposition of Subdivision: Government Code sections 66499 (b) and 66499.7 shall control.

21. Assignment. Any assignment of this Agreement must be approved by the City Council, which approval shall not be unreasonably withheld; provided that Subdivider may assign this Agreement to an affiliate of Subdivider without obtaining such approval. This Agreement shall run with the land and all assignees, heirs, and successors in interest shall be bound by the terms of this Agreement.

22. Attorney Fees, Costs and Venue. In the event that either party breaches or repudiates this agreement, the party aggrieved shall be entitled to recover from the other party the amount of damages suffered on account of such breach, as well as any costs, expenses and attorney fees as a result of the breach or in enforcing rights under this agreement. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Agreement. This Agreement shall be construed and interpreted according to California law, and

any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Napa.

23. Utility Deposits – Statement. Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the Map, a written statement signed by Subdivider and each public utility corporation involved to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all utilities to be supplied by such public utility corporation within the Subdivision.

24. Superintendence and Inspection by Subdivider. Subdivider shall give personal superintendence to the work on the Improvements, or have a competent foreperson or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider. The inspection services performed by the City Engineer are solely for the benefit of the City. The Subdivider shall furnish its own inspection service for all work performed under this Agreement, and City shall not be responsible for any defective work or materials which could have been discovered by Subdivider's thorough independent inspection.

25. Financial Responsibility. Subdivider agrees to be financially responsible for all required City services provided to the Subdivision's lots prior to acceptance by City.

26. Exoneration of Surety: Government Code section 66499.7 shall control.

27. Reference: Any reference to a department manager shall include his or her duly authorized deputy or representative.

28. Recordation: Upon request by City, Subdivider agrees to execute and acknowledge a memorandum of this Agreement for recordation with the County Recorder. By recordation of this Agreement or a memorandum hereof, it is parties' intent to provide notice to future purchasers that the obligations and benefits set forth shall run with the land. At its option City may record the Agreement or memorandum or may require Subdivider, at Subdivider's cost, to record such Agreement or memorandum and may withhold City permits until proof of recordation is provided to City.

29. Time of Essence: Time is of the essence.

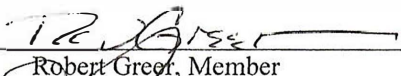
30. Severability: The provisions of this are severable. If a court of competent jurisdiction holds any portion invalid, the remainder of this Agreement shall remain in full force and effect.

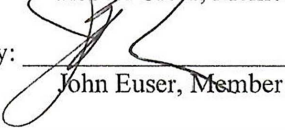
31. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter hereof and all modifications, amendments or waivers under this Agreement must be in writing and signed by the authorized representatives of the parties.

32. Counterparts: This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

RUTHERFORD INVESTORS, LLC

By: 
Robert Greer, Member

By: 
John Euser, Member

CITY OF ST. HELENA, A MUNICIPAL CORPORATION

By: _____
Mark Prestwich, City Manager

ATTEST:

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas Brown, City Attorney

ACKNOWLEDGMENT

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

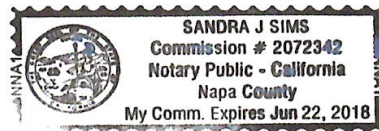
STATE OF CALIFORNIA

COUNTY OF NAVA

On July 21, 2017, before me, SANDRA J. SIMS, Notary Public personally appeared ROBERT GREER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: Sandra J. Sims (Seal)



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF NAPA)

On JULY 21, 2017, before me, SANDRA J. SIMS, Notary Public, personally appeared JOHN EUSER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

Sandra J. Sims

EXHIBIT A

(Legal Description of Subdivider Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAINT HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at a point on the Northwestern line of Sulphur Springs Avenue distant thereon 1126 feet Southwesterly from the point of intersection thereof with the monumented center of Main Street; said point of commencement being further described as being the most Southern corner of the premises conveyed by Henry O. McPike to Frances J.G. Crane et al. by Deed of Record in Book 63 of Deeds, at Page 257, said Napa County Records,

Thence (1) South 46° 54' West, 93.94 feet along said line of Sulphur Springs Avenue to the most Eastern corner of the 1 acre tract of Land described in the Deed to Nile Oscar Lindgren and wife recorded June 7, 1950 in Book 336 of Official Records, at Page 279, said Napa County Records;

Thence, (2) North 40° 46' West, 422.96 feet along the Northeastern line of said 1 acre tract and the continuation thereof;

Thence, (3) North 46° 54' East 94.94 feet, more or less, to the Southwestern line of the premises conveyed to Crane et al. above referred to;

Thence, (4) South 40° 15' East, 422.96 feet, more or less, to the **point of commencement**, and containing **0.94** acres, more or less.

APN: 009-362-024 AND 009-362-025

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**CITY OF ST. HELENA
1480 MAIN STREET
ST. HELENA, CA 94574**

**EXEMPT FROM RECORDING FEES
SECTION 6103 GOVERNMENT CODE**

DEFERRED IMPROVEMENT AGREEMENT

THIS AGREEMENT (the Agreement) is made as of _____, 2017, at St. Helena, California, between RUTHERFORD INVESTORS, LLC (“RI”, or “Owner”), and the CITY OF ST. HELENA, a Municipal Corporation (“City”), and provides:

R E C I T A L S:

1. Owner owns certain real property located at 1486 Sulphur Springs Avenue in the City of St. Helena, County of Napa, State of California, Assessor’s Parcels Number 009-362-024 & 025 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the Property).

2. Owner has applied to the City for approval of a Final Parcel Map for the Property. Upon recordation of the Final Parcel Map, the Property will be divided into four parcels.

3. On June 5, 2007, the St. Helena Planning Commission approved a Tentative Parcel Map for the Property (“Tentative Parcel Map 2005-77”). On January 26, 2016, the St. Helena City Council approved an extension of Tentative Parcel Map 2005-77 (the “Extension”). As a condition of approval of the Extension, Owner is allowed to substitute alternative frontage improvements for the standard frontage improvements that were required by the conditions of approval of Tentative Parcel Map 2005-77, but is required to agree, upon future demand by the City, to construct standard improvements with a cross section consisting of a 5’ landscape area, 5’ sidewalk (measured from TC), 8’ parking (including gutter pan), 5’ bike lane, and 12’ vehicle lane in each direction, with any new asphalt tapering back to the existing edge of pavement, and with reconstruction of the roadway to the centerline, and a slurry seal applied to the entire road along the project frontage (the “Frontage Improvements”), and to enter into an agreement with City that will insure installation upon demand by City of the Improvements) described above.

4. Owner is willing to enter into such an agreement to construct the Improvements at a later date under the terms and conditions set forth herein, and upon execution, the agreement shall be recorded against the Property.

A G R E E M E N T:

NOW, THEREFORE, BE IT AGREED as follows:

1. Improvements to be Constructed. Owner, for and in consideration of approval of the Project, agrees to construct or cause to be constructed the Frontage Improvements in a good and workmanlike manner and in accordance with the conditions set forth herein.

2. Time of Construction. Upon demand by the City, Owner shall construct or cause to be constructed the Improvements within 12 months of receipt of written notice of City's demand.

3. Cost of Construction. The Frontage Improvements shall be constructed at the sole cost and expense of Owner, and Owner shall pay its fair share of such inspection, permit and other fees as shall at the time be required by the ordinances and resolutions of City.

4. Construction Standards. Construction of the Frontage Improvements shall be in accordance with plans prepared by competent persons legally qualified to do the work. Such plans shall be consistent with good engineering practice, shall conform to all applicable state, federal and local laws and standards in effect at the time of construction, and shall be completed in a manner satisfactory to the Director of Public Works, whose approval shall not be unreasonably withheld.

5. Approval by the Public Works Director. All work required under this Agreement shall be subject to inspection by City and shall not be deemed complete until City shall have indicated in writing that the Frontage Improvements have been completed in a satisfactory manner and in accordance with all applicable state, federal, and local standards then in effect. Such approval shall not be unreasonably withheld. City thereafter agrees to accept the Frontage Improvements installed within rights of way or easements dedicated and accepted by resolution of the City Council.

6. Bonds. Prior to City approval of plans for the Frontage Improvements, Owner may be required to execute and deliver to City a faithful performance bond and a payment bond in an amount and form acceptable to City, to be released by City in whole or in part upon completion of the work required, acceptance of said work by Public Works Director and payment of all persons furnishing labor and materials in the performance of the work.

7. Right of Entry. Owner hereby grants to City and to any officer, agent, or employee of City irrevocable permission to enter at any time onto the lands upon which the Frontage Improvements are located for the purpose of inspecting the Frontage Improvements or any aspect of the construction thereof and, if necessary, for the purpose of completing the Frontage Improvements pursuant to Paragraph 9 of this Agreement. This right of entry shall terminate when the Frontage Improvements have been deemed complete in accordance with Paragraph 5 of this Agreement.

8. Hold Harmless. Owner shall hold harmless and, upon request, promptly and fully defend City and its officers, agents and employees from any liability or claims, including any

actions at law or equity, for personal injury, including death, to any person or damage to any property arising out of the acts or omissions of Owner or of any officer, agent or employee of Owner or any contractor or subcontractor of Owner during the construction or subsequent use of the Improvements or in consequence of any activity authorized or required by this Agreement, including those matters arising out of the deferment of permanent facilities, of the adequacy, safety, use or non-use of temporary facilities, or the performance or nonperformance of the work. This obligation shall apply regardless of whether or not City or its officers, agents or employees shall have prepared, supplied, or approved of any plans or specifications for the Frontage Improvements, and regardless of whether or not insurance policies may be determined to be applicable to any such damages or claims for damages, except to the extent arising from the breach of this Agreement by City, or by the sole, gross negligence or willful misconduct of City, its officers, agents, or employees.

9. Default. Owner shall be deemed to be in default of this Agreement if Owner or any officer, agent or employee of Owner fails to comply with any of the provisions of this Agreement without remedy of such failure within thirty (30) calendar days of receipt of written notice to Owner by City, or without Owner's seeking extension to remedy from City within ten (10) calendar days of receipt of written notice from City specifying the nature of such failure, with the approval of such extension not to be unreasonably withheld. The determination as to whether such default has occurred shall be reasonably made by the Director of Public Works and shall be binding upon Owner and any and all parties who may have any interest in this Agreement or any portion thereof. Upon a finding of default consistent with the notice terms described herein, City shall have the right to exercise one or more of the following options:

(a) City may suspend, rescind or cancel any use, building, or other permit heretofore issued by City where such issuance had been conditioned upon Owner's proper performance of this Agreement. Owner understands and agrees that such suspension may occur without further notice or hearing even if Owner has expended substantial sums of money or incurred significant liability in reliance upon such permits and may continue in effect until City has determined, in accordance with those procedures set forth in applicable City ordinances or policies, whether or not to rescind or revoke such permit or permits, as long as the City initiates such rescission or revocation proceedings within ten (10) days of the commencement of suspension.

(b) If the default relates to a failure of Owner to complete the Improvements in accordance with the terms of this Agreement, City may, after first giving the Owner at least ten (10) days prior written notice of its intent to do so, elect to construct or arrange for the construction of the Frontage Improvements on behalf of and at the expense of Owner. Should City elect this option, City shall be entitled to recover from Owner the actual cost to City of completing the Frontage Improvements, plus an administrative fee of 5% of the actual cost. City shall make a written demand for such costs and fee on or after the time the Improvements are accepted as complete. In the event Owner fails to pay the costs and fee so demanded within ten (10) days of receipt of the demand, the amount of the costs and fee shall become a personal obligation of the Owner and a lien against the Property. City may enforce such a lien by judicial foreclosure or any other proceeding authorized by law. If the property is subdivided at the time the lien is imposed, the amount of the lien shall be divided proportionately among the various parcels.

10. Attorney Fees. Should it become necessary for City to institute legal action against Owner to enforce any part of this Agreement or any lien arising thereunder, all reasonable costs and expenses incurred by City in successfully enforcing this Agreement or lien shall be paid by Owner, including reasonable attorney fees. All such costs, expenses and fees shall be taxed as costs and included in any judgment rendered, and shall also become a lien on the Property.

11. Joint Cooperative Plan. Upon notice by City, Owner agrees to cooperate reasonably with other property owners, City, and other public agencies to provide the Frontage Improvements under a joint cooperative plan, including the formation of a local improvement district, if this method is reasonable and economically feasible to secure the installation and construction of the Frontage Improvements.

12. Agreement Binding on Successors in Interest. The provisions of this Agreement are for the benefit of the Property as well as for the protection of the health, safety, and welfare of the residents of the City. For this reason, such provisions are intended to bind, and shall bind the heirs, executors, administrators, grantees and any other assignees or successors in interest of the Owner; and any burden imposed by such provisions shall run with the Property.

13. Recordation. Immediately following execution, this Agreement shall be recorded by City in the Official Records of the County Recorder of the County of Napa.

14. Notices. All notices given by City to Owner pursuant to Paragraphs 2 and 9 of this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

CITY:

Director of Public Works
City of St. Helena
1480 Main Street
City of St. Helena, CA 94574

OWNER:

Rutherford Partners, LLC
c/o Robert Greer
1530 Stockton Street
St Helena, CA 94574

15. Severability. If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights

and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

16. Modification. This Agreement may be modified or amended only with the prior written consent of the parties, or their successors in interest.

17. Effective Date. This Agreement shall become effective on the date of execution which shall be deemed to be the date first written above.

WITNESS the following signatures:

PROPERTY OWNERS: RUTHERFORD PARTNERS, LLC

Dated: _____ By: _____ (signature)
Robert Greer, Member

Dated: _____ By: _____ (signature)
John Euser, Member

CITY OF ST. HELENA, a
Municipal Corporation

Mark Prestwich, City Manager

ATTEST:

Cindy Tzaopoulos, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAINT HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at a point on the Northwestern line of Sulphur Springs Avenue distant thereon 1126 feet Southwesterly from the point of intersection thereof with the monumented center of Main Street; said point of commencement being further described as being the most Southern corner of the premises conveyed by Henry O. McPike to Frances J.G. Crane et al. by Deed of Record in Book 63 of Deeds, at Page 257, said Napa County Records,

Thence (1) South 46° 54' West, 93.94 feet along said line of Sulphur Springs Avenue to the most Eastern corner of the 1 acre tract of Land described in the Deed to Nile Oscar Lindgren and wife recorded June 7, 1950 in Book 336 of Official Records, at Page 279, said Napa County Records;

Thence, (2) North 40° 46' West, 422.96 feet along the Northeastern line of said 1 acre tract and the continuation thereof;

Thence, (3) North 46° 54' East 94.94 feet, more or less, to the Southwestern line of the premises conveyed to Crane et al. above referred to;

Thence, (4) South 40° 15' East, 422.96 feet, more or less, to the **point of commencement**, and containing **0.94** acres, more or less.

APN: 009-362-024 AND 009-362-025

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On _____, 2017, before me _____,
personally appeared _____ personally known to me
(or proved to me upon the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On this ____ day of _____, 2017, before me, the undersigned, City Clerk of the
City of St. Helena, personally appeared _____, personally known to me to be
the person whose name is subscribed to the within instrument and acknowledged to me that she
executed the same in her authorized capacity, and that by her signature on the instrument the
person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cindy Tzafopoulos, City Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City Clerk
City of St. Helena
1480 Main Street
St. Helena, California 94574

**EXEMPT FROM RECORDING FEES -
SECTION 27383 GOVERNMENT CODE**

REIMBURSEMENT AGREEMENT

Public Improvement Reimbursement Agreement _____ Sewer Main Extension Along
Sulphur Springs Avenue

THIS REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2017, by and between RUTHERFORD INVESTORS, LLC (“**RI**”), and the CITY OF ST. HELENA, a California Municipal Corporation (“**City**” and collectively with RI, the “**Parties**”).

RECITALS

A. RI is the owner of real property in the City, located at 1486 Sulphur Springs Avenue, City of St. Helena, Napa County, Assessor’s Parcels Number 009-362-024 & 025, more particularly described in **Exhibit A** attached hereto (the “**RI Property**”).

B. Condition of Approval #16 for Tentative Parcel Map 2005-77, which divides the RI Property into four parcels, requires RI to extend the sewer main on Sulphur Springs Avenue for a distance of approximately 650 feet and requires RI to submit a reimbursement agreement to the City.

C. A plan for the extension of the municipal sewer system from its existing terminus on Sulphur Springs Avenue to the RI Property was submitted to the City on behalf of RI (the “**Plan**”). The Plan, prepared by licensed civil engineers at no cost to the City, includes detailed drawings for the Sulphur Springs Avenue Sewer Extension and for connecting the RI Property to the Sulphur Springs Avenue Sewer Extension. The City is prepared to consider the Plan following approval and execution of this Agreement.

F. RI has submitted documents to the City which show that the total engineering, design and construction costs of the Sulphur Springs Avenue Sewer Extension and connection of the RI Property are estimated to be Two Hundred Forty-Two Thousand Five Hundred and Dollars (\$242,500.00). RI has agreed to fund the

Reimbursement Agreement _____

Page 1 of 14

Sulphur Springs Avenue Sewer Extension and is referred to herein as the “**Financing Party.**”

G. The City's Director of Public Works has evaluated the feasibility of additional property owners connecting to the Sulphur Springs Avenue Sewer Extension without having to construct additional public facilities. Based on that evaluation, the Director has determined that the Sulphur Springs Avenue Sewer Extension has been designed and constructed with sufficient capacity to serve additional residential properties.

H. On _____, 2017, and pursuant to Section 17.176.030, the City Council held a noticed public hearing and adopted Resolution No. _____, in which the City Council found that: (1) the Sulphur Springs Avenue Sewer Extension is a public improvement which will, upon completion, be accepted by the City; (2) the Sulphur Springs Avenue Sewer Extension has the capacity and capability of serving and is designed to serve additional properties not within the proposed development due to the supplemental size and capacity of the improvement; (3) the proposed benefit district represents a geographical area of property which will benefit directly and substantially by the public improvement; and (4) the method of determining contribution and the amount of contribution is fair and reasonable to both the Financing Party and the benefited property owners and fairly distributes the charge among all subject parcels in proportion to the estimated benefit each will receive from the proposed improvement. A map showing the benefited properties and a list of each property by County Assessor parcel number (each “**Benefited Property**” and collectively the “**Benefited Properties**”) is attached hereto as **Exhibit B.**

I. The Sulphur Springs Avenue Sewer Extension is located as shown on the map attached hereto as **Exhibit C.** The City has determined that the Sulphur Springs Avenue Sewer Extension has been designed and constructed to enable connection and service to properties not owned by the Parties to this Agreement but lying within an area that could be served by the Sulphur Springs Avenue Sewer Extension.

J. The City has concluded that it would be fair and reasonable for RI, as Financing Party, to be reimbursed a total sum of Two Hundred Three Thousand Three Hundred Sixty-Two Dollars and Fifty Cents (\$203,362.50), which sum represents the cost allocated to the Sulphur Springs Avenue Sewer Extension, less the portion allocated to the RI Property, which is Thirty-Five Thousand Eight Hundred Eighty-Seven Dollars and Fifty Cents (\$35,887.50). The contribution costs for each Benefited Property are depicted on **Exhibit D.**

K. In the event that the cost of the Sulphur Springs Avenue Sewer Extension exceeds Two Hundred Thirty-Nine Thousand Two Hundred Fifty Dollars (\$239,250.00) the excess cost would be divided equally between the ten (10) properties that make up the RI Parcel and the Benefited Properties and shall be added to the amounts depicted in **Exhibit D** in order to determine the contribution amount for each parcel.

L. The administrative costs to be charged by the City to administer the Reimbursement Agreement are shown in **Exhibit D**.

M. This Agreement is entered into pursuant to the authority of Chapter 17.176 of the St. Helena Municipal Code relating to reimbursement for public improvements and is intended to ensure that RI is reimbursed the amounts to which it is entitled from the owners or developers of the Benefited Properties, insofar as they become connected to the City's sewer system via the Sulphur Springs Avenue Sewer Extension subsequent to the execution of this Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the Parties hereto agree as follows:

AGREEMENT

1. **Financing Party's Right to Reimbursement.** City shall reimburse to RI (the "**Financing Party**") the "Contribution Charges" (as defined in Section 2) collected from the owners of the Benefited Properties, without offset, prior notice or demand, on the terms and conditions set forth herein.

2. **Method and Timing of Payment.** City agrees to collect the contribution charges set forth in **Exhibit C** of this Reimbursement Agreement, plus a pro rata share of any cost over runs plus interest at the rate of one and one-half percent (1.5%) per annum from the date of the Agreement (collectively "**Contribution Charges**"), from a Benefited Property as follows:

(a) The City shall collect the Contribution Charges at the time a Benefited Property connects to the Sulphur Springs Avenue Sewer Extension, pursuant to the provisions of Section 17.176.050 of the St. Helena Municipal Code relating to Reimbursement for Public Improvements, as may be amended from time to time;

(b) If the owner of a Benefited Property owner secures a Land Use Entitlement, as defined by Section 17.176.020 of the St. Helena Municipal Code, and the value of the improvements to the Benefited Property permitted by the Land Use Entitlement exceed fifty percent (50%) of the total assessed value of the Benefited Property (as determined by the most current Assessor's rolls at the time the Land Use Entitlement is secured), the City shall require such Benefited Property to connect to the Sulphur Springs Avenue Sewer Extension;

(c) The City shall pay any such Contribution Charges collected under the this Agreement to the Financing Party within thirty (30) days of receipt, after City reimburses itself for the administrative cost as shown in **Exhibit D**; and

(d) Notwithstanding the above, no Contribution Charges may be distributed to the Financing Party until the Sulphur Springs Avenue Sewer Extension is completed and accepted by the City.

3. **Term.** This Agreement shall be effective upon execution by RI and approval by the City Council and shall remain in effect for thirty (30) years from the date of City Council approval or until the Financing Party has been reimbursed in full, whichever is earlier.

4. **Construction of Improvement.** RI shall be solely responsible for the design, financing and construction of the Sulphur Springs Avenue Sewer Extension, which shall be to the satisfaction of the City in the City's sole discretion.

5. **Indemnity and Insurance.** RI shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to RI' performance of this Agreement, including without limitation all consequential damages, attorney's fees and court costs, whether or not resulting from the negligence of RI or RI' agents. This indemnity shall extend to any legal action commenced by any third party against City challenging the terms of this agreement or seeking judicial review. This indemnity shall terminate upon the City's acceptance of the Sulphur Springs Avenue Extension as provided in paragraph 6, below. RI shall require all persons doing work on the Sulphur Springs Avenue Sewer Extension, including its contractors and subcontractors, to obtain and maintain insurance of the types, in the amounts, in a form and with carriers satisfactory to City. City shall defend, at City's cost, any claims, demands, or causes of action relating to allegations that the City improperly imposed a Contribution Charge on a Benefited Party and/or had no legal authority to impose such a Charge and City shall indemnify and hold RI harmless from any such claims, demands, or causes of action.

6. **Acceptance of Work.** Upon completion of the Sulphur Springs Avenue Sewer Extension to the satisfaction of City, it shall be presented to the City Council for dedication and acceptance and for authorization to file a Notice of Completion. The City Council shall accept the Sulphur Springs Avenue Sewer Extension if it determines that the improvements were constructed in accordance with the approved plans, specifications and contract documents, that they operate satisfactorily, and that all other requirements of this Agreement have been satisfied. City agrees that it will act in good faith in making the determination whether the improvements were constructed in accordance with the approved plans, specifications and contract documents, that they operate satisfactorily, and City will not unreasonably withhold acceptance of the Sulphur Springs Avenue Sewer Extension. Upon the City's acceptance of the improvements, RI shall assign to City all of RI' rights and remedies, including warranties, as set forth in the approved contract documents, and thereafter City shall have the same recourse under said contract documents that City would have had if City itself had engaged RI' contractor to construct the improvements. Until the City Council has formally accepted the Sulphur Springs Avenue Sewer Extension, RI shall be solely responsible for all damage to the work, regardless of cause, except damage due to the sole negligence of City, or its employees. From and after acceptance of the Sulphur Springs Avenue Sewer Extension by formal action of the City Council, ownership shall be vested exclusively in City.

7. **City Liability.** Reimbursement to the Financing Party shall be paid only from Contribution Charges from the Benefited Properties collected by City under this Agreement. City shall use its good faith, best efforts to collect the Contribution Charges from the Benefited Properties and shall not waive the Contribution Charges or offset any Contribution Charges against any other obligations, and shall not permit, during the term of this Agreement, any Benefited Property to connect to the Sulphur Springs Avenue Sewer Extension unless and until such Benefited Property pays its Contribution Charge in full to the City. No funds shall be collected from any Benefited Party following thirty (30) years after the effective date of this Agreement. No funds shall be collected from any Benefited Party for sewer connections that were made prior to the execution of this Agreement. After formation of the Benefit District and City's good faith, best efforts to secure payment of Contribution Charges as provided herein, City shall not be liable to the Financing Party for failure of City to collect a Contribution Charge due from a Benefited Property or from legal inability to collect the charge from a Benefited Property. Nothing in this Agreement shall be construed as preventing any Benefited Property from constructing its own sewer system connection, in accordance with the laws, ordinances and regulations then in effect, if so permitted by the City to meet the sewer system requirements imposed by the City.

8. **Binding Upon Successors.** This Agreement and all of the rights, duties, and liabilities contained herein shall inure to the benefit of, and is binding upon, the heirs, personal representatives and successors of the parties hereto. The Contribution Charges shall be paid to the Financing Party or to his lawful heirs, successors or assigns. The Financing Party or their lawful heirs, successors or assigns shall notify City in writing of any change of address, in the manner set forth in Notice section below. If the City is unable to deliver Contribution Charges to the Financing Party or their lawful heirs, successors or assigns because of an invalid address, such charges shall escheat to the State of California in accordance with state law. Any assignment of the Financing Party's interests shall be effective for reimbursement payment purposes only after notice in writing shall have been delivered to the City Manager of the City of St. Helena in the manner set forth below. Thereafter, reimbursement shall then be made to the assignee and City shall be discharged and relieved of any further obligation to make reimbursement payments to the assignor. The obligations of the Benefited Properties to pay the Contribution Charges to the City upon connecting to the Sulphur Springs Avenue Sewer Extension shall run with the land with respect to the Benefited Properties and shall bind and inure to the benefit of successive owners of the Benefited Properties. For this reason, this Agreement is being recorded in the Official Records of the Recorder's Office of Napa County.

9. **Interpretation.** This Agreement is entered into under, and shall be construed and interpreted according to, the laws of the State of California.

10. **Attorney's Fees.** Should any legal action be brought by any party because of breach of the Agreement or to enforce any provision of this Agreement, the

prevailing party in such action shall be entitled to all reasonable attorney's fees, court costs and necessary disbursements in connection with such litigation.

11. Integrated Agreement. This Agreement contains all of the agreements of all of the parties and supersedes all negotiations, previous agreements and conditions of development approval by and between the parties with respect to the parties' rights and obligations concerning the Sulphur Springs Avenue Sewer Extension. This Agreement cannot be amended or modified except in writing signed by all parties.

12. Severability. The enforceability or validity or illegality of any provision of the Agreement shall not render the other provisions unenforceable, invalid or illegal.

13. Notice. Any demand or notice which any party hereto desires or may be required to make or deliver to the others shall be in writing and shall be deemed delivered when personally served or when deposited, prepaid in the United States mail, registered or certified, return receipt requested, addressed as follows:

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

Financing Party: Rutherford Investors, LLC
Robert Greer, Member
John Euser, Member
1530 Stockton Street
St Helena, CA 94574

14. Counterparts. This Agreement may be executed in counterpart.

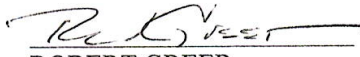
{Signature Page Follows}

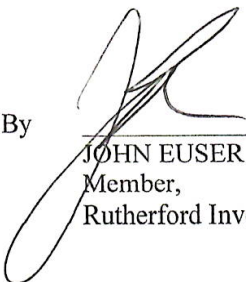
This Reimbursement Agreement is executed on the _____ day of _____, 2016, at St. Helena, California.

CITY OF ST. HELENA

By _____
City Manager, St. Helena

FINANCING PARTY

By 
ROBERT GREER,
Member,
Rutherford Investors, LLC

By 
JOHN EUSER
Member,
Rutherford Investors, LLC

APPROVED AS TO FORM:

By _____
City Attorney, St. Helena

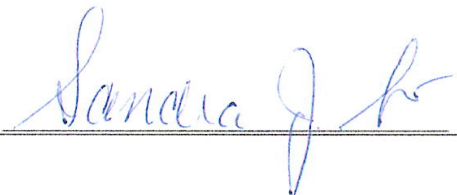
ACKNOWLEDGMENT

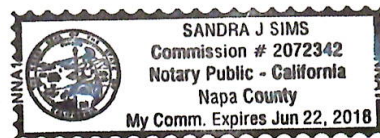
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF NAPA

On JULY 21, 2017, before me, SANDRA J. SIMS, Notary Public, personally appeared ROBERT GREER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

Signature:  (Seal)



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

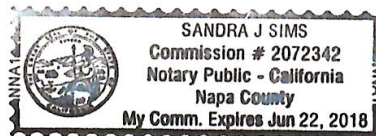
COUNTY OF NAPO

On JULY 21, 2017, before me, SANDRA J. SIMS Notary Public, personally appeared JOHN EUSER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: Sandra J. Sims

(Seal)



Reimbursement Agreement _____

Page 9 of 14

STATE OF CALIFORNIA)

SS:

COUNTY OF NAPA)

On this ____ day of _____, 2016, before me, the undersigned, City Clerk of the City of St. Helena, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

, City Clerk

EXHIBIT A

(Legal Description of RI Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAINT HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at a point on the Northwestern line of Sulphur Springs Avenue distant thereon 1126 feet Southwesterly from the point of intersection thereof with the monumented center of Main Street; said point of commencement being further described as being the most Southern corner of the premises conveyed by Henry O. McPike to Frances J.G. Crane et al. by Deed of Record in Book 63 of Deeds, at Page 257, said Napa County Records,

Thence (1) South 46° 54' West, 93.94 feet along said line of Sulphur Springs Avenue to the most Eastern corner of the 1 acre tract of Land described in the Deed to Nile Oscar Lindgren and wife recorded June 7, 1950 in Book 336 of Official Records, at Page 279, said Napa County Records;

Thence, (2) North 40° 46' West, 422.96 feet along the Northeastern line of said 1 acre tract and the continuation thereof;

Thence, (3) North 46° 54' East 94.94 feet, more or less, to the Southwestern line of the premises conveyed to Crane et al. above referred to;

Thence, (4) South 40° 15' East, 422.96 feet, more or less, to the **point of commencement**, and containing **0.94** acres, more or less.

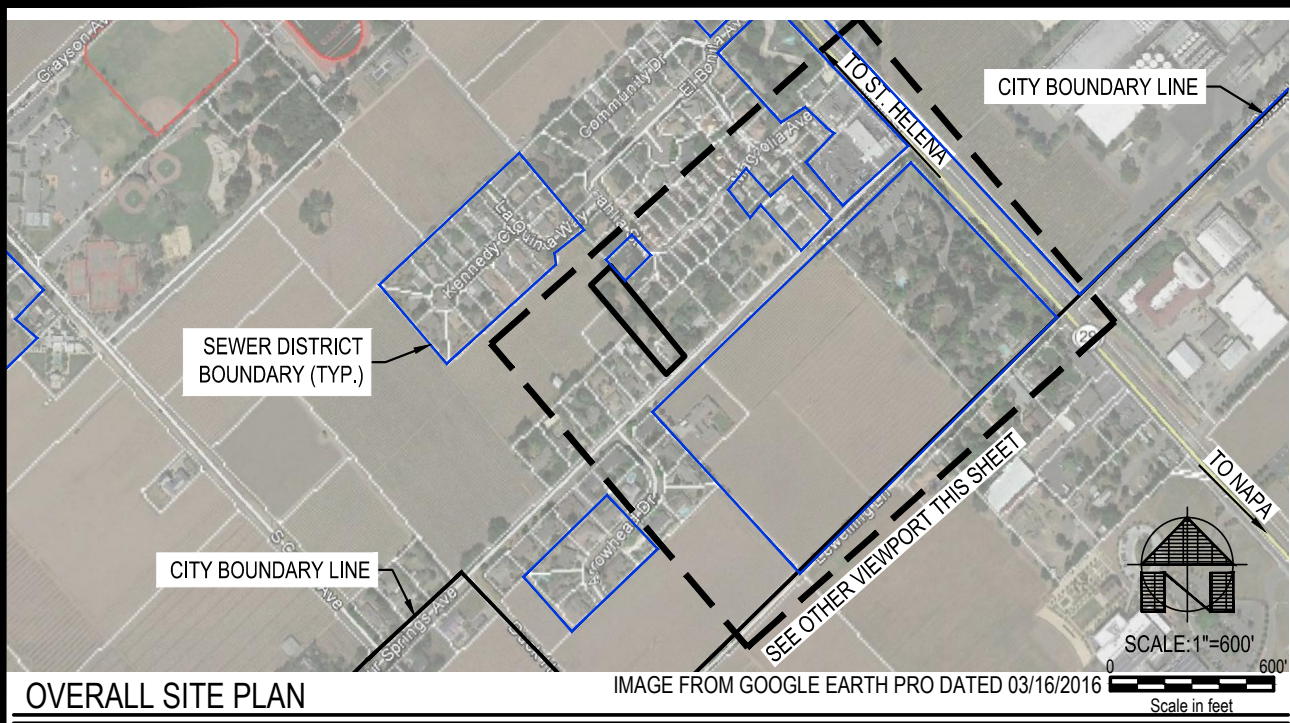
APN: 009-362-024 AND 009-362-025

EXHIBIT B

(Map showing the Benefited Properties)

Reimbursement Agreement _____

Page 12 of 14

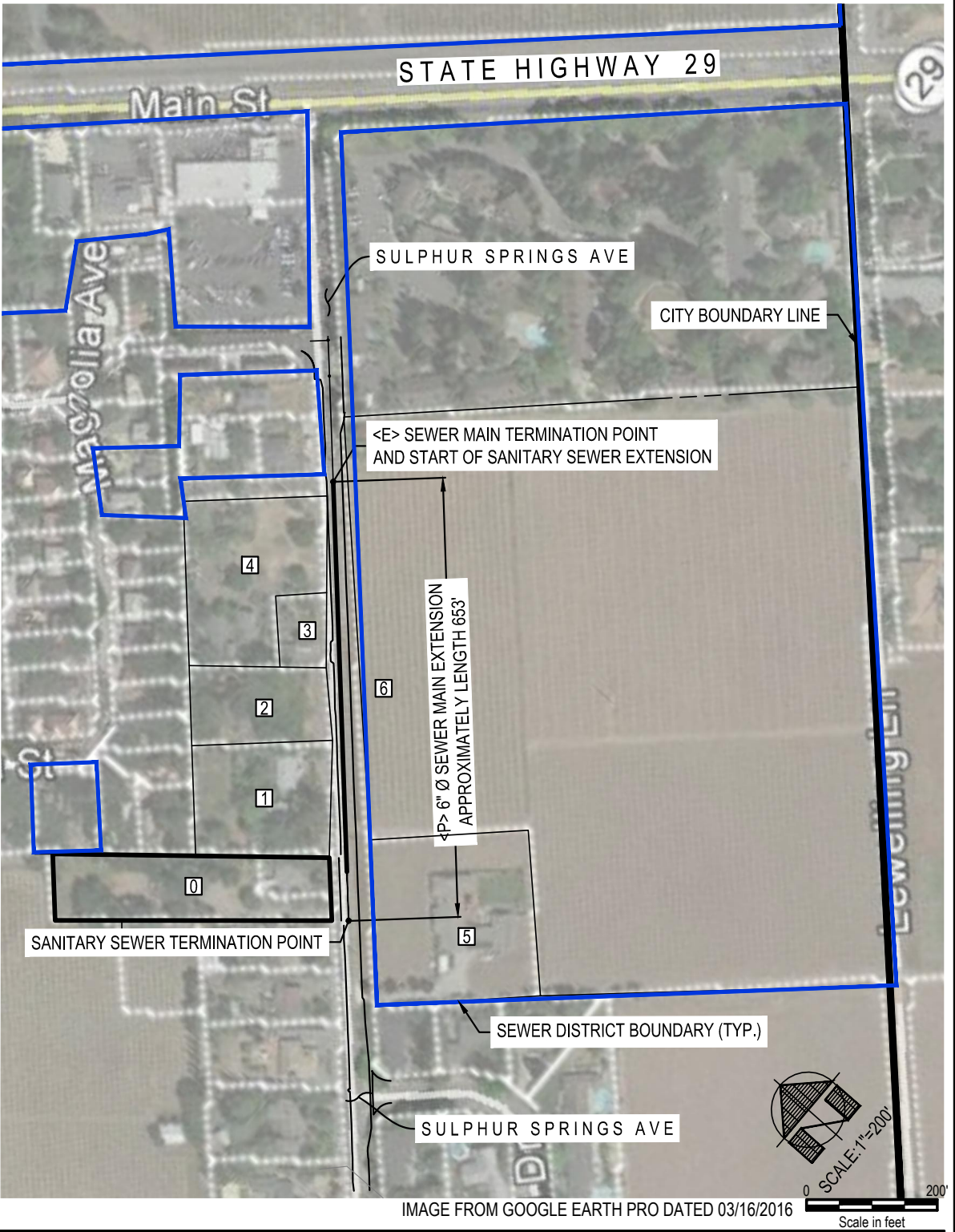


BENEFITING PARCEL TABLE		
PARCEL #	APN	ADDRESS
0	009-362-024	1486 SULPHUR SPRINGS AVENUE
1	009-433-031	1446 SULPHUR SPRINGS AVENUE
2	009-433-030	1416 SULPHUR SPRINGS AVENUE
3	009-433-029	1388 SULPHUR SPRINGS AVENUE
4	009-433-028	1356 SULPHUR SPRINGS AVENUE
5	027-560-001	1475 SULPHUR SPRINGS AVENUE
6	027-560-002	1475 SULPHUR SPRINGS AVENUE

NOTES:

1. THIS EXHIBIT IS BASED ON GOOGLE EARTH PRO IMAGERY AND COUNTY ASSESSOR'S PARCEL MAP DATA. DELTA CONSULTING & ENGINEERING MAKES NO WARRANTY AS TO THE COMPLETENESS OR CORRECTNESS OF INFORMATION PROVIDED BY OTHERS.
2. THIS EXHIBIT IS INTENDED TO IDENTIFY PARCELS OF LAND THAT MAY, IF SO DESIRED OR REQUIRED, CONNECT TO THE CITY SEWER SYSTEM BY IMPLEMENTATION OF THE PLANNED SEWER MAIN EXTENSION IN SULPHUR SPRINGS AVENUE.
3. THIS ANALYSIS IS BASED ON APPROXIMATE AERIAL TOPOGRAPHIC DATA AND IS NOT MEANT TO GUARANTEE THAT ANY CERTAIN PARCEL MAY CONNECT TO THE CITY SEWER SYSTEM.
4. ADDITIONAL ANALYSIS AND DESIGN WILL BE REQUIRED FOR EACH PARCEL THAT PROPOSES TO CONNECT TO THE CITY SEWER SYSTEM TO DETERMINE FEASIBILITY.
5. ADDITIONAL LEGAL REQUIREMENTS (I.E. ANNEXATIONS, EASEMENTS, ETC.) MAY BE REQUIRED FOR ANY GIVEN PARCEL TO CONNECT TO THE CITY SEWER SYSTEM.
6. THE SEWER DISTRICT BOUNDARY LINE IS BASED ON AN EXHIBIT PREPARED FOR CALIFORNIA STATE BOARD OF EQUALIZATION TAX AREA SERVICES DETAIL 028 DATED DECEMBER 08, 2015.

SEWER SERVICE BENEFIT DISTRICT MAP



DATE: 07/05/2017

SCALE: AS NOTED

JOB #: 0-117

APN: 009-362-024

1 OF 1

BENEFIT DISTRICT MAP

SULPHUR SPRINGS SEWER EXTENSION

CA

ST. HELENA

DELTA CONSULTING & ENGINEERING

OF ST. HELENA

1104 ADAMS STREET, SUITE 203 - ST. HELENA, CALIFORNIA 94574

707-963-8456 • 707-963-8528 FAX

Agenda Item #7.1.

EXHIBIT C
(Calculations of Contribution Charges)

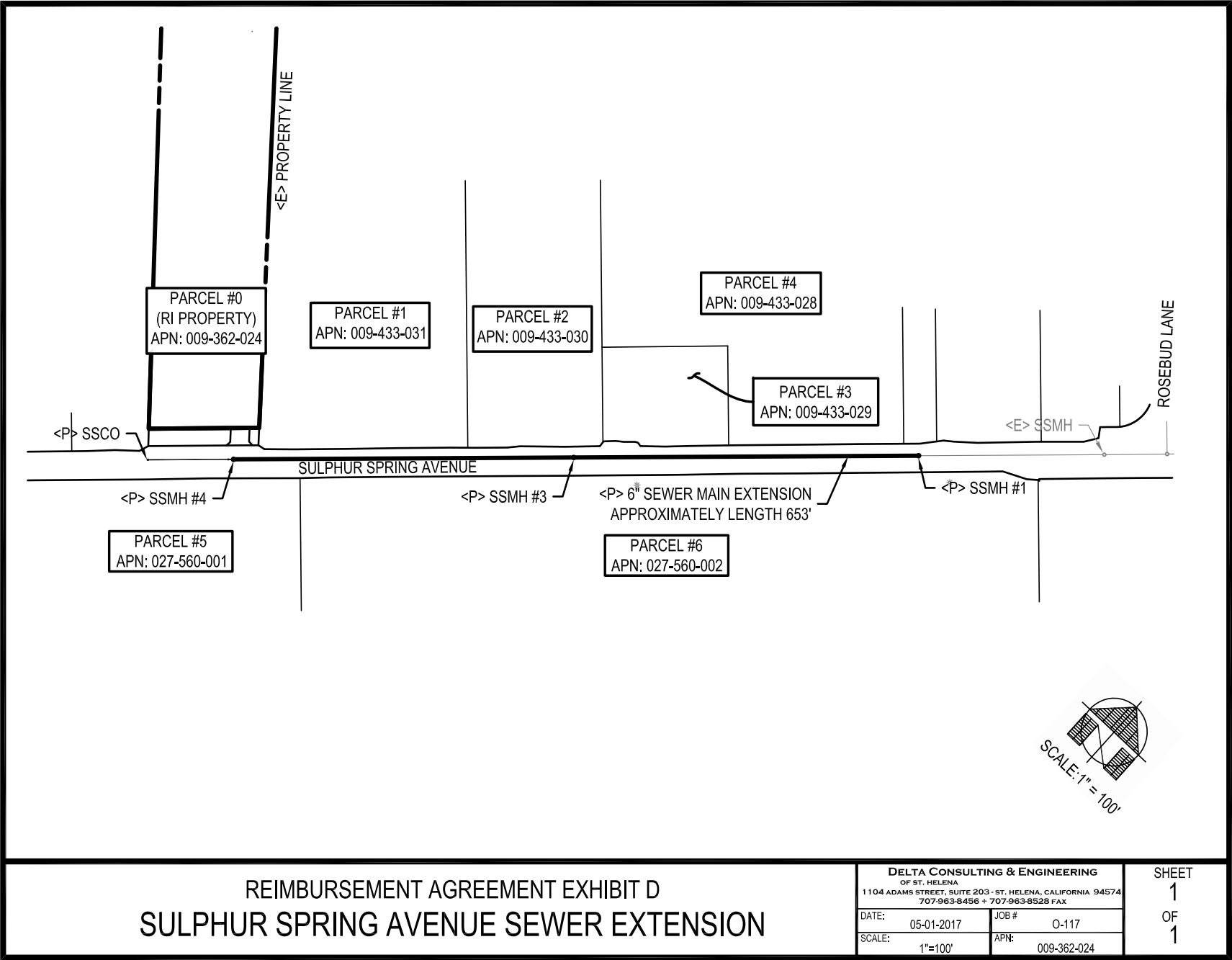
Parcel Number shown on Exhibit B						
Address						
Assessor's Parcel Number						
Calculated Fair Share						
Contribution Charges to be Collected by City (see Note #1)						
Administrative Costs to be Reimbursed to City						
Contribution Charges to be Reimbursed to RI						
(see Note #1)						
	ADDRESS	APN	FAIR SHARE CALCULATION	CONTRIBUTION CHARGES	ADMINISTRATIVE COSTS	TOTAL CHARGES
0 (RI Property)	1486 Sulphur Springs Avenue	009-362-024 & 009-362-025 (SFAP)	\$34,607.14	-	-	-
1	1446 Sulphur Springs Avenue	009-433-031	\$34,607.14	\$34,607.14	\$100	\$34,707.14
2	1416 Sulphur Springs Avenue	009-433-030	\$34,607.14	\$34,607.14	\$100	\$34,707.14
3	1388 Sulphur Springs Avenue	009-433-029	\$34,607.14	\$34,607.14	\$100	\$34,707.14
4	1356 Sulphur Springs Avenue	009-433-028	\$34,607.14	\$34,607.14	\$100	\$34,707.14
5	1475 Sulphur Springs Avenue	027-560-001	\$34,607.14	\$34,607.14	\$100	\$34,707.14
6	1475 Sulphur Springs Avenue	027-560-002	\$34,607.14	\$34,607.14	\$100	\$34,707.14
Total			\$242,250.00	\$207,642.84	\$600	\$208,242.84

NOTES:

- 1) Contribution Charges shall be increased by any excess costs as provided in Recital K above, and the resulting total Contribution Charge shall be increased an interest rate of 1.5% per annum from the date of the Agreement.

EXHIBIT D

(Plans for Sulphur Springs Avenue Sewer Extension)



City of St Helena, City Hall
Received

AUG 04 2017

1480 Main St
St Helena, CA 94574

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE LANDS OF RUTHERFORD INVESTORS, LLC**

THIS DECLARATION is made on the date hereinafter set forth, by: RUTHERFORD INVESTORS, LLC ("Declarant"):

SECTION 1: RECITALS

- 1.1 **Description of Real Property.** Rutherford Investors, LLC is the owner of that certain real property ("the Property") located in the County of Napa, State of California, APN 009-362-024 & 025, separated for assessment purposes only, and more particularly described as:

Commencing at a point on the Northwestern line of Sulphur Springs Avenue distant thereon 1126 feet Southwesterly from the point of intersection thereof with the monumented center of Main Street; said point of commencement being further described as being the most Southern corner of the premises conveyed by Henry O. McPike to Frances J.G. Crane et al. by Deed of Record in Book 63 of Deeds, at Page 257, said Napa County Records,

Thence South 46° 54' West, 93.94 feet along said line of Sulphur Springs Avenue to the most Eastern corner of the 1 acre tract of Land described in the Deed to Nile Oscar Lindgren and wife recorded June 7, 1950 in Book 336 of Official Records, at Page 279, said Napa County Records;

Thence, North 40° 46' West, 422.96 feet along the Northeastern line of said 1 acre tract and the continuation thereof;

Thence, North 46° 54' East, to the Southwestern line of the premises conveyed to Crane et al. above referred to;

Thence, South 40° 15' East, 422.96 feet, more or less, to the **point of commencement**.

- 1.2 **Protective Covenants.** Declarant desires to establish certain protective covenants running with the land as to the use of the Property.

- 1.3 Road and Bio-Retention Facility Maintenance. Included in the covenants running with the land is the Road and Bio-Retention Facility Maintenance Covenant applicable to the Main Access Roadway ("Roadway") and Bio-Retention Facility ("Swale") identified on the Parcel Map ("Map") entitled _____ commonly known as Map No. _____, recorded in Book _____ of Parcel Maps, Page _____ in the Office of the Napa County Recorder.

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for improvement of the Property and the division thereof into Parcels. All of the limitations, covenants, conditions, and restrictions shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property.

SECTION 2: USE RESTRICTIONS

- 2.1. No lot shall be used except for residential purposes.
- 2.2. No dwelling shall be located on any lot nearer than twenty (20) feet to any street right of way nor nearer than ten (10) feet to any interior lot line.
- 2.3. Buildings with low silhouettes are to be encouraged.
- 2.4. The floor area of any main dwelling exclusive of basements, porches, and garages shall not be less than 1300 square feet. Any granny unit or secondary dwelling unit shall meet all City of St. Helena ("City") regulations, and shall conform to these CC&R's.
- 2.5. All improvements shall be in conformance with all laws, ordinances, rules and regulations of the City and any other political subdivision having jurisdiction over the Property.
- 2.6. All lots are subject to setback lines, utility and drainage easements as shown on the Map and on any and all other documents recorded with the Office of the Napa County Recorder against the Property.
- 2.7. No trailer, basement, tent, shack, garage, or other outbuilding erected or maintained on the Property shall at any time be used as a dwelling, nor shall any structure of temporary character be used for dwelling purposes. The foregoing shall not be construed to prohibit a granny unit or secondary dwelling as allowed by California law and Section 2.4 of this Declaration.
- 2.8. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- 2.9. Any of the covenants, restrictions, or reservations set forth herein may be modified by an instrument signed by the then owners of a majority of the land area on the Property. The City is an intended third-party beneficiary of the terms and provisions of Section 3 hereof. Accordingly, any modification to all or any portion of Section 3 hereof shall not be effective unless and until the City gives written consent to the modification.
- 2.10. Enforcement of any of the provisions herein set forth in this declaration shall be at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation hereof or to recover damages for any such violation. Any such action or actions to enforce the terms hereof may be brought by any person or persons owning any interest in or parcel of the real property subject thereto. The City has the right, but not the obligation, to enforce all provisions of this Declaration.
- 2.11. These covenants, conditions and restrictions shall not be terminated without the written consent of The City.

SECTION 3: ROAD AND BIO-RETENTION FACILITY MAINTENANCE COVENANT

- 3.1 Responsibility and authority for Maintenance and Repairs of the Roadway and Swale pursuant to this Declaration shall be assigned to a Maintenance Committee ("the Committee") to be comprised of the owners of all the parcels on the Property or their authorized representatives. Each owner shall cast one vote per parcel owned. The Committee shall meet at least once a year to select an independent contractor or contractors to make any needed repairs and maintenance to (a) the Roadway and (b) the Swale, said Roadway and Swale serving all of the parties to this Agreement. The Committee shall have the authority to contract for any other maintenance or repairs reasonably necessary for said maintenance, including, but not limited to, maintenance and repairs to the road drainage system. The Committee shall have the duty to maintain the Roadway and Swale to the standards described in Section 3.5 below. The regularly scheduled meetings of the Committee shall be at 8:30 a.m. on the second Tuesday in May. The time and date of the regularly scheduled meeting may be changed with the approval of a majority of the voting parcels. A special meeting may be convened at any time by two or more of the voting parcels with ten (10) days' written notice to the owners of the other voting parcels. All decisions shall require the approval of a majority of the voting parcels.
- 3.2 The cost of maintenance and repairs shall be allocated equally among the owners of the parcels (the "Costs"). Notwithstanding the foregoing, no owner shall be required to pay any of the costs of road maintenance and repairs until such time as that owner commences construction of a residence on the subject parcel.
- 3.3 Whenever the Committee has approved a schedule of maintenance and repairs, a statement of each owner's share of the Costs (the "Assessment") shall be delivered to the owners, and payment shall be due within ten days of receipt thereof.
- 3.4 Interest at the rate of 1% per month shall be added to all Assessments more than thirty days past due.

- 3.5 The Roadway and the Swale shall be maintained to a standard consistent with the St. Helena Public Works and Fire Department conditions of approval. If the conditions of approval are silent as to a specific detail, then the maintenance shall be consistent with applicable St. Helena Public Works Department residential driveway standards and stormwater quality standards, respectively.
- 3.6 The party requiring additional improvements shall be solely responsible for the cost of the required improvements.
- 3.7 Neither the property owners' responsibility to maintain the Roadway and the Swale, nor the standards for said maintenance, shall be amended without the written consent of The City.

SECTION 4: LIENS

- 4.1 Each Owner, by acceptance of a deed or other conveyance of one or more of the lots created by the Map, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have agreed and covenanted to pay his or her share of the maintenance costs allocated pursuant to Section 3 of this Declaration of Covenants, Conditions and Restrictions (the "Agreement").
 - 4.1.1 Such deed or conveyance shall be deemed to vest in the Committee the right and power to initiate all actions and procedures as the Committee shall deem necessary or appropriate for the collection of the Costs and for the enforcement of the liens hereinafter provided for.
 - 4.1.2 The obligation to pay the Costs shall be a personal debt and obligation of the Owner against whom they are assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns.
 - 4.1.3. The obligation to pay the Costs and the right and power of the Committee to initiate all actions and procedures for collection shall run with the land.
 - 4.1.4. Each Assessment levied by the Committee pursuant to this Declaration, together with the interest thereon, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Committee shall have a separate lien and a separate lien is hereby created upon each parcel located on the Property to secure the payment of any such Assessments as may be levied under this Declaration.

SECTION 5: DISPUTE RESOLUTION

- 5.1 Mediation. Any dispute arising under any provision of this Declaration shall first be attempted to be resolved by good faith, confidential mediation between the applicable owners undertaken in compliance with the confidentiality provisions of Evidence Code Section 1152.5 and utilizing a third-party neutral mediator with experience mediating such disputes reasonably approved by the owners. The costs of such mediation shall be borne in equal shares by the owners participating in such mediation. In the event any

owner undertakes either arbitration or litigation regarding this Declaration without first attempting in good faith to mediate the dispute, the arbitrator or judge having jurisdiction over such dispute shall have the discretion not to award attorney's fees to such owner notwithstanding the fact that such owner may be the prevailing owner in any such arbitration or litigation.

- 5.2 Arbitration. Any dispute not resolved through confidential mediation shall, on the written request of any owner served on the other owners, be submitted to arbitration. Such arbitration shall be binding and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

SECTION 6: GENERAL PROVISIONS

- 6.1 Term. These covenants are to run with the land and shall be binding on all parties and their successors and assigns and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the parcels on the Property has been recorded, agreeing to a change of said covenants in whole or in part.
- 6.2 Mortgage Savings Clause. Breach of any of said covenants and restrictions, or re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any parcel on the Property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise
- 6.3 Severability. Invalidation of any of the covenants by judgment or order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 6.4 Venue and Choice of Law. In any hearing, action or proceeding to enforce, interpret, or resolve any conflict under this Declaration, whether by arbitration or otherwise, the same shall be venued and heard in the County of Napa and the terms of this Declaration shall be interpreted and governed by the laws of the State of California.
- 6.5 Notices. All notices and demands shall be given in writing either by (a) personal service or by (b) registered or certified mail, postage prepaid, and return receipt requested.
- 6.6 Counterparts. This document may be executed in counterpart.

SIGNATURES ON FOLLOWING PAGE.

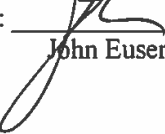
IN WITNESS WHEREOF, Declarant has executed this Declaration.

Dated: _____, 2016

DECLARANT:

RUTHERFORD INVESTORS, LLC

By: 
Robert Greer, Member

By: 
John Euser, Member

ACKNOWLEDGMENT

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

STATE

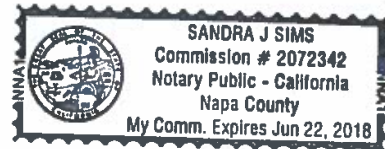
OF CALIFORNIA
COUNTY OF NAPA

On JULY 21, 2017, before me, SANDRA J. SIMS, Notary Public personally appeared ROBERT GREER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: Sandra J. Sims

(Seal)



ACKNOWLEDGMENT

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

STATE

OF CALIFORNIA
COUNTY OF NAPA

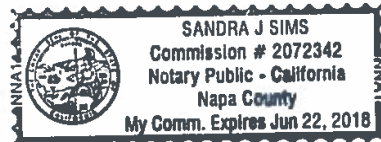
On JULY 21, 2017, before me, SANDRA J. SIMS, Notary Public

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

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

Signature: Sandra J. Sims

(Seal)





Item No: 12

Report to the City Council
Council Meeting of January 26, 2016

Agenda Section: Public Hearing

Subject: Consideration and proposed approval of a resolution adopting a Tentative Parcel Map Extension-Request for an extension of previously approved Tentative Parcel Map 2005-77 which subdivides an existing 40,946 square foot site into four individual parcels for single family residential development at 1486 Sulphur Springs Avenue.

CEQA Status: The project is consistent with the previously adopted Mitigated Negative Declaration

Prepared By: Noah Housh, Planning and Community Improvement Director

Approved By: Jennifer Phillips, City Manager

NOH

[Signature]

BACKGROUND

January 16, 2007-The Planning Commission held a public meeting to review the proposed subdivision and after reviewing the project and associated issues, the Commission requested that a joint public hearing be scheduled with the City Council to discuss the interconnectivity of streets and utilities in this area.

February 13, 2007-A joint public meeting of the Planning Commission and City Council was held on to address the circulation of issues of the Euser/Greer subdivision project and the Magnolia Oaks project.

March 6, 2007-The Planning Commission discussed the projects again at a public hearing and the consensus of the Commission was that the Euser/Greer property was not the preferred location for an access road to serve the El Bonita/Lugo Park neighborhood.

May 1, 2007-The Planning Commission opened the public hearing and took comment on the Initial Study/Mitigated Negative Declaration and continued the hearing to June 5, 2007.

Item No: 12

June 5, 2007-The PC reviewed the proposed subdivision and the proposed Initial Study/Mitigated Negative Declaration and approved the Initial Study/Mitigated Negative Declaration and Tentative Parcel Map.

June 12, 2007-The City Council concurred with the Planning Commission's decision to approve the Tentative Map.

2008-2013-The California Legislature passed numerous bills automatically extending the expiration dates of tentative maps, vesting tentative maps and tentative parcel maps for previously approved tentative maps in good standing at the time of the bills passing.

April 30, 2014-Applicant filed a Tentative Parcel Map Extension application requesting the City extend the life of the approved Map. This request was approved by Council Resolution 2014-53.

DISCUSSION

Rutherford Investors, LLC requests approval of a Tentative Parcel Map extension to allow the subdivision of a 40,946 sq. ft. site into four parcels of 9,448 sq. ft.; 9,286 sq. ft.; 11,307 sq. ft.; and 10,736 sq. ft. for single family residential development. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits, fronting onto Sulphur Springs Avenue. Each of the proposed lots are over the minimum lot size requirement of 7,000 square feet.

The existing driveway will be removed and re-graded in favor of a new private street serving the four properties four properties, which will dead end at the most northerly parcel (#4). The private street will be constructed with a fire truck turnaround between parcels #2 and #3, and an emergency vehicle staging area at the front of parcel #4. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for storm water sub-drain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

The two existing residences would be relocated onto two of the proposed parcels and reconfigured as necessary to comply with the required yards and setbacks of the new property lines. No new development is proposed for the remaining two parcels at this time. Design Review approval will be required for the construction/relocation of the homes onto the newly created parcels.

A new water main will be constructed from Sulphur Springs Avenue to serve the four parcels. The existing septic system will be removed and all four properties will be connected to city sewer.

Item No: 12

According to §16.16.110 of the St. Helena Municipal Code, upon application of the subdivider (filed at least twenty (20) days prior to the expiration of the tentative map), the time at which such map expires may be extended by the City Council for one year, and on further application (twenty (20) days before the expiration of the one year extension), the subdivider may request a second one-year extension, and on further application (twenty (20) days before the expiration of the second one-year extension) may request a third one-year extension. No extension shall be permitted beyond the third one-year extension.

An extension of time may be granted if the City Council finds the subdivision, at the time the application for the extension of time is heard, conforms to the then-existing general plan, is consistent with the zoning of the parcels and conforms to the improvement standards that are being imposed upon similar new subdivisions. The City Council may condition its approval by subjecting the subdivider to any increase in applicable development fees or to new development fees which have occurred since the approval of the map.

ISSUES

The original Tentative Map approval conditioned the project to construct full frontage improvements (curb, gutter and sidewalk) along the portion of the project site which is adjacent to Sulphur Springs Road. Currently there are no curb, gutter and/or sidewalk improvements anywhere along Sulphur Springs within close proximity of the project site, except for the intersection of Arrowhead Drive. Further east toward Main Street, Sulphur Springs is improved with curb and gutter.

Rather than construct the frontage improvements, the applicant has requested the City Council approve an alternative frontage design (see Alternative 2-Decomposed Granite Path) rather than the conditioned improvements (Alternative 1-Standard Sidewalk).

FISCAL IMPACT

There are no negative fiscal impacts on the City associated with the approval of a second, one-year extension of the previously approved Tentative Parcel Map 2005-77. Design Review and Building permit application fees and Development Impact Fees associated with the relocation of the existing homes and the construction of the new homes on each of the properties will be paid to the City.

RECOMMENDED ACTION

1. Adopt Resolution approving an extension of Tentative Parcel Map 2005-77 for twelve months (will expire January 25, 2017) subject to all previously required conditions of approval and mitigation measures originally required of the approved subdivision.

Item No: 12

ATTACHMENTS

- A. Resolution
- B. Resolution Attachment A (PC Approval Resolution)
- C. Resolution Attachment B (Mitigation Monitoring and Reporting Plan)
- D. Project Plans (Civil Improvement Plans, ROW and Easement Plan, Grading Plan, Etc.)
- E. Frontage Improvement Alternatives and Photos
- F. Initial Study/Mitigated Negative Declaration

Attachment A

CITY OF ST. HELENA

RESOLUTION No. 2015-

**APPROVING AN EXTENSION OF TENTATIVE PARCEL MAP 2005-77 TO ALLOW
THE SUBDIVISION OF 1486 SULPHUR SPRINGS AVENUE INTO FOUR SEPARATE
PARCELS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT**

RECITALS

- A. On May 4, 2015, Robert Greer of Rutherford Investors, LLC requested approval of an extension of a previously approved Tentative Parcel Map (2005-77) which approved subdivision of an (approximately) 40,946 square foot parcel into four individual parcels for single family residential development. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.; and
- B. This Tentative Parcel Map had been previously approved by the Planning Commission and City Council; and
- C. This Tentative Parcel Map had benefitted from the automatic Map extensions granted by the State and also from a Tentative Map Extension granted by the City Council; and
- D. Pursuant to St. Helena Municipal Code §16.16.110, upon application of the subdivider (filed at least twenty (20) days prior to the expiration of the tentative map), the time at which such map expires may be extended by the City Council for one year and said extension may be granted up to three times, and
- E. In addition, the State of California passed numerous legislation providing automatic extensions to Tentative Maps in response to the economic impacts of the "Great Recession", which has granted additional validity to the approved Map beyond the time which would typically be permitted for a Parcel Map.

FINDINGS

NOW, THEREFORE, the City Council of the City of St. Helena does find:

- 1. That the proposed extension and the previously approved Tentative Parcel Map was subject to the requirements of the California Environmental Quality Act (CEQA) and that no significant environmental impact will result from said actions.
- 2. That the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, any applicable specific plan, and other applicable provisions of this code; and
- 3. That the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the state Subdivision Map Act and any guidelines promulgated by the city council.

RESOLUTION

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

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

1. Pursuant to the Municipal Code, Section 16.16.100, and the Subdivision Map Act of the State of California the tentative map approval is valid for an additional one (1) year period ending January 25, 2017, and no extensions of Parcel Map 2005-77 shall be permitted beyond this date.
2. All uses of the properties shall be in compliance with the MR: Medium Density Residential zoning district regulations.
3. Compliance with all conditions of approval identified and required in Tentative Parcel Map Resolution 2005-77 (Exhibit A attached hereto) are required. Evidence of compliance with these requirements must be demonstrated on all plans submitted for building permit and/or encroachment permit review, as appropriate.
4. Compliance and implementation of all stipulations and requirements identified in the Initial Study, Mitigated Negative Declaration and the resulting Mitigation Monitoring and Reporting Plan (Exhibit B attached hereto) is required to be clearly demonstrated on all plans submitted for build permit and/or encroachment permit review.
5. The applicant/owner shall be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels (as determined by the Public Works Director). The applicant/owner must request City Council approval of a reimbursement agreement if desired.
6. Design Review and other discretionary approvals (as identified in the City of St Helena Municipal Code) are required for construction and/or relocation of each of the homes proposed on the newly created parcels prior to submittal for building permits.

Public Works Conditions

7. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
8. Provide details of any and all proposed fencing and/or walls on all plans submitted for building permit review.
9. The project conditions of approval require the construction of ADA compliant improvements along the property front including driveway, sidewalk, curb, and gutter. Said improvements shall be identified and incorporated into all plans submitted for building and encroachment permit approval. Standard frontage improvements cross section consists of a 5' landscape area, 5' sidewalk (measured from TC), 8' parking (including gutter pan), 5' bike lane, 12' vehicle lane; in each direction. Any new asphalt shall taper back to the existing edge of pavement. As a component of these frontage improvements, the project shall reconstruct the roadway to the centerline, and slurry seal the entire road along the project frontage.
10. Recognizing the applicants have requested an alternative frontage improvement design consisting of a drainage swale, landscaped area and a decomposed granite pathway be approved, the applicants shall pay an in-lieu fee covering the entire costs of standard frontage improvements (design referenced above in Condition 9.), prior to final map recordation. The final determination regarding the value of these improvements shall be made by the Director of Public Works.
11. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
12. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be handled on site and/or diverted at the property lines to prevent inundation of neighboring properties. All stormwater and erosion control plans shall conform to the latest State and City codes at a minimum.

13. Prepare and implement a Stormwater Control Plan as required by the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual, dated July 14, 2014.
14. Site plans submitted for building permit review shall identify the location of any trees within the project area. Additionally, please identify all existing vegetation including location, species, and sizes and also indicate what vegetation is to be protected or removed.
15. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.
16. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
17. This project is subject to the City's Water Neutrality Policy which states that all new development must be water neutral. Prior to recordation of the final map, a water neutrality analysis must be prepared that identifies the offsite improvements required by this project. Alternatively, a note shall be added to the final map stating that no building permits will be issued until water neutrality requirements are met.
18. All wastewater lines of the proposed development must be connected to the St. Helena sewer system and designed in accordance with the City sewer system standards, including sewer cleanouts at the property line.
19. Construct curb, gutter and sidewalk along the project frontage on Sulphur Springs Road per City specifications prior to Certificate of Occupancy.
20. Install a concrete driveway approach on Sulphur Springs Road per current City and ADA standards prior to Certificate of Occupancy.
21. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.

22. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.

23. The applicant shall be required to obtain an encroachment permit for improvements in the public right-of-ways prior to receiving a grading or building permit, authorizing site work, or construction activities on the site.

Approved at a Regular Meeting of the St. Helena City Council on January 26, 2016, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Attachment B

Exhibit A

TENTATIVE PARCEL MAP 2005-77

**TENTATIVE PARCEL MAP
OF THE CITY OF ST. HELENA, STATE OF CALIFORNIA,
GRANTED TO JOHN EUSER AND ROBERT GREER
1486 SULPHUR SPRINGS AVENUE**

PROPERTY OWNER: Rutherford Investors, LLC APN: 009-362-024 & 025, SFAP

Recitals

1. John Euser and Robert Greer, Rutherford Investors, LLC requested approval of a Tentative Parcel Map to divide a 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.

The four properties will be served by a private street that is proposed to dead end at the most northerly parcel, #4. The existing driveway will be removed and re-graded. The private street will be constructed with a fire truck turnaround between parcels #2 and #3, and an emergency vehicle staging area at the front of parcel #4. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for stormwater subdrain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

The existing development on the lot consists of two single family detached homes, which is a legal non-conforming configuration. The two existing residences would be relocated onto two of the proposed parcels and reconfigured as necessary to comply with the required yards and setbacks of the new property lines. No new development is proposed for the remaining two parcels at this time.

A new water main will be constructed from Sulphur Springs Ave. to serve the four parcels. The existing septic system will be removed and all four properties will be connected to city sewer.

2. The Planning Commission of the City of St. Helena, State of California, held noticed public hearings for this project on January 16, February 13, March 6, May 1 and June 5, 2007 for the purpose of reviewing the Tentative Parcel Map.

Findings

A. The Planning Commission determined that the project was subject to CEQA and adopted a Mitigated Negative Declaration, including the recommended mitigation measures attached to the

Attachment B

Initial Study and Mitigation Monitoring and Reporting Program (MMRP). The comment period was April 27 through June 5, 2007. The Planning Commission adopted the Mitigated Negative Declaration on the following basis:

1. This project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.
 2. This project does not have impacts that are individually limited, but cumulatively considerable.
 3. This project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.
- B. Pursuant to the Subdivision Ordinance, Section 16.08.020 the Planning Commission made the following findings and approved the Tentative Parcel Map.
1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan and other applicable provisions of the code.
 2. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.
 3. The map complies with the City of St. Helena Subdivision Ordinance and with the State Subdivision Map Act.

Resolution

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

1. Pursuant to the Municipal Code, Section 16.16.100, the tentative map approval is valid for a two (2) year period ending June 5, 2007. The subdivider or any interested person adversely affected by a planning commission action with respect to the tentative parcel map may, within ten (10) days after the decision, file an appeal in writing with the planning director. The city council shall consider the appeal within thirty (30) days after the date of filing of the appeal, unless the subdivider consents to a continuance.
2. Pursuant to Municipal Code 16.16.110, any request for an extension of the Tentative Parcel Map must be justified in writing and received by the Planning Department at least twenty (20) days prior to expiration. The time at which such map expires may be extended by the Planning Commission for one year, and on further application twenty (20) days before the expiration of the one year extension, the subdivider may request a

Attachment B

second one-year extension, and on further application twenty (20) days before the expiration of the second one-year extension may request a third one-year extension. No extension shall be permitted beyond the third one-year extension.

3. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases not later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
4. The applicant will defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
5. Provided they are in general compliance with the Tentative Parcel Map, minor modifications may be approved by the Planning Director.
6. The Tentative Parcel Map shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and the benefit of the City of St. Helena.
7. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
8. This authorizes the division of a 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft., consistent with Exhibits A - F, unless modified herein.
9. Pursuant to Section 16.24.100, a Final Parcel Map shall be approved by the City Engineer and Planning Commission and recorded with the Napa County Recorder prior to issuance of a building permit for construction on Parcel B.
10. Prior to recordation of Final Map, existing homes must be moved or demolished to comply with required Medium Density Residential standards for yards and setbacks in relation to the new property lines.
11. All required fees, including planning fees, development impact fees, and building permit shall be paid prior to issuance of building permit. Fees shall be those in effect at the time of the issuance of the building permit.
12. Consistent with Chapter 17.146, Housing Trust Fund, Housing Impact Fee and Inclusionary/ In Lieu Fee Requirements, the applicant shall pay housing fees on all new floor area. Credit will be given for the two existing homes on the property.
13. Consistent with the Urgency Water Conservation Ordinance (Toilet Retrofit Program),

Attachment B

the applicant shall be required to retrofit the equivalent of 5 single-family dwelling units for each new home built. Credit will be given for the two existing homes on the property. If the applicant is unable to complete the retrofits an in-lieu fee of \$1,000 per required retrofit, or \$10,000.00 will be required at time of issuance of building permit.

14. All uses of the property shall be in compliance with the MR: Medium Density Residential zoning district regulations.
15. Prior to approval of the Final Map, the applicant/owner shall provide an access easement giving each property owner use of the private road. The applicant/owner shall also provide a maintenance agreement, homeowner's association CC&R's or other legal vehicle to insure that the maintenance responsibilities of the private road are shared by the owners of the four properties. This document shall be reviewed and approved by the City Attorney.
16. The applicant/ owner shall be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels. The applicant / owner must request City Council approval of a reimbursement agreement.
17. The Applicant shall make written application to the City of St. Helena for Sewer Service to the new parcels in conformance with Chapter 13.20.070 of the St. Helena Municipal Code.
18. The applicant/ owner shall construct a City standard water lateral to serve all four parcels and provide capacity for any potentially benefiting contiguous parcels beyond.
19. The Applicant shall make written application to the City of St. Helena in conformance with Chapter 13.04 of the St. Helena Municipal Code for Water Service to the new parcels.
20. The applicant/ owner shall be required to lay a new water main from Sulphur Springs Avenue to serve the four parcels and any potentially benefiting contiguous parcels beyond. The applicant / owner must request City Council approval of a reimbursement agreement. The water main shall be constructed in conformance with City Standards .
21. Water and sewer lines to service the four parcels shall be laid along the easterly side of the private street.
22. All overhead utilities on the site shall be undergrounded.
23. The applicant shall be responsible for compliance with all mitigations measures adopted as part of this project and listed in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the this permit.
24. City of St. Helena Tree Committee shall review the final landscape and fencing plan prior to issuance of building permits for construction on the property to insure

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compliance with Mitigation Measures.

25. Plant materials shall be purchased from a source that verifies they have been inspected for glassy winged sharpshooter to ensure that they will not contribute to the spread of Pierce's disease to the surrounding vineyards.
26. Landscape plans shall comply with Ordinance 92-20, Water Efficient Landscape Standards and Procedures. Plans shall be designed and verified by a landscape professional and shall include drought tolerant landscaping and low water irrigation systems. Landscaping shall not block vision from exits or at street intersections. I
27. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.
28. The Applicant shall indicate in writing to the City of St. Helena the disposition of all existing water well(s) within the parcel(s) (Chapter 13.16 St. Helena Municipal Code). If one or more wells are to be abandoned, or abandoned and have not been properly destroyed, the Applicant shall provide the City with a true and correct copy of a Permit approved by the Napa County Department of Environmental Management for destruction of the well(s) in conformance with the applicable State of California Water Well Standards as well as confirmation of such destruction in the form of a true and correct copy of the State of California Department of Water Resources Form-188 filed by the Applicant's contractor for each such destruction.

Attachment B

I HEREBY CERTIFY that the foregoing Tentative Parcel Map was duly and regularly adopted by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on June 5, 2007 by the following roll call vote:

AYES:

NOES:

ABSENT:

Carol Poole, Planning Director

John Euser, Property Owner

Robert Greer, Property Owner

Exhibit B

**Rutherford Investors, 1486 Sulphur Springs Road
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Monitoring Schedule	Verification
<u>Aesthetics</u> 1. Exterior lighting shall be directed downward or the light source shielded to prevent glare visible from adjacent properties.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits	
<u>Air Quality</u> 2. All grading and construction equipment shall be shut down when not in use to ensure the project's contribution to maintaining existing ambient air quality within the vicinity of the project site and to avoid unnecessarily exposing people in the area to odors and fumes associated with such equipment. 3. Grading and excavation activities shall not occur during windy periods to avoid unnecessary exportation of dust and similar materials that can degrade air quality. 4. Exposed soil surfaces shall be sprinkled with non-potable water to retard dust and disturbed areas shall be fully landscaped upon completion of the project. 5. Demolition materials and solid waste including broken asphalt and concrete, soils stockpiles,	Project Applicant	St. Helena Planning and Building Department St. Helena City Engineer	Ongoing throughout project construction	

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steel, wood and metal scraps materials, domestic waste, and similar materials shall be properly managed to prevent the accumulation of dust or similar materials that can degrade air quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility. 6. Grinding of broken asphalt, concrete, wood or other materials on the site prior to their removal shall be prohibited to avoid degrading the ambient air quality in the area. 7. The collection of materials, such as construction debris and loose dirt, within the public right-of-way adjacent to the site shall be prohibited. 8. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive for a period of 30 days or more to reduce the accumulation of dust particles in the air. 9. For the importing of materials for clean fill to the site, trucks shall maintain adequate freeboard and their materials shall be covered to minimize release of materials into the air. 10. To the extent practicable, reusable materials shall be recycled. 11. Prior to issuance of building permits, the applicant shall develop a building construction plan to be approved by the Planning Director and Building Official to insure that the homes exceed Title 24 Energy Efficiency Standards and receive a green rating under either the LEEDS, Green Points Checklist, or other acknowledged rating system for energy conservation and green building practices. City of St. Helena green building standards will apply if adopted by the time of building permit submittal.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits	
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Attachment C

<u>Biological Resources</u>					
12. Prior to issuance of building or grading permits, the owner shall submit a landscape plan that incorporates the following: • All Olive trees within the city R.O.W. are to be removed prior to construction and replanted within the R.O.W. when the private street and project infrastructure improvements have been completed. • All Olive trees on the project site are to be removed during construction and replanted on the project site when the private street and project infrastructure improvements have been completed. • All Oaks that are removed from the site will be replaced with like species at a ratio of three (3) new 15 gallon trees for every tree removed. • Prior to Certificate of Occupancy for new homes, all other species of trees removed from the site will be replaced with like species at a ratio of one (1) new 15 gallon tree for every tree removed. • Prior to issuance of building permits, the 32" Live Oak and 24" Blue Oak on site are to be evaluated by a certified arborist and certified as heritage trees if appropriate. Certification as heritage trees will require the establishment of a maintenance agreement which will protect and maintain the trees in perpetuity. • Should the arborist find that the 24" Blue Oak would not survive the removal of the existing house and subsequent site			Project Applicant	St. Helena Planning and Building Department St. Helena Tree Committee	Prior to approval of building permits

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improvements; it will be replaced with three (3) 15 gallon trees of the same species.				
<u>Cultural Resources</u> 13. In the event that previously unknown paleontological artifacts or archeological materials or objects are unearthed during excavation or grading, all work in the discovery area shall be immediately halted pursuant to CEQA Guidelines 15064.5 (5)(e) and (f) and barricades installed surrounding the area until a qualified archeologist approved by the City is consulted to evaluate the material or object and determine avoidance measures to lessen the impacts in accordance with State and Federal guidelines. The developer shall comply with all mitigation recommendations of the qualified archeologist prior to commencing work in the discovery area and shall be responsible for all costs associated with these activities.	Project Applicant	St. Helena Planning and Building Department	Ongoing throughout project construction	
<u>Geology and Soils</u> 14. A Soils Investigation/Geotechnical Report prepared by the developer's representative shall be prepared. Once accepted as complete by the City, the improvement plans for construction on the site shall incorporate all design and construction criteria specified in the report. The project geotechnical engineer shall approve and sign the improvement plans as conforming to his/her recommendations prior to final approval, assume responsibility for inspection of the work, and certify to the City, prior to acceptance of the work, that the work performed is adequate and	Project Applicant	St. Helena Planning and Building Department St. Helena City Engineer	Prior to approval of building or grading permits and ongoing throughout project construction	

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complies with his/her recommendations. 15. The incorporation of the final grading and drainage plan shall be subject to review and approval by the City Engineer prior to issuance of a grading or building permit on the site. All project-related grading, trenching, backfilling, and compaction operations shall be conducted in accordance with the approved plan. 16. Storm water runoff on the site should be directed to a subsurface or a properly surfaced in-street storm drainage system to avoid runoff of topsoil and soil erosion. 17. All construction activities shall meet the Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.). 18. Permanent erosion control measures shall be placed on all slopes. Until permanent vegetation can be established, temporary erosion control measures shall be implemented through the first winter. 19. Unless otherwise approved by the City, the project application shall ensure that grading or excavation activities shall be limited to the period between April 15 and October 15. No such grading or excavation shall be performed except in accordance with the approved plan and schedule. Modifications to the construction time frame may be imposed/approved by the City based on weather and site conditions.				<u>Hazards and Hazardous Materials</u> 20. No hazardous materials (e.g. fuel, oil, paints and solvents, fertilizer, growth inhibitors, etc.) shall be stored on the site without first providing a plan to the City and receiving approval of said plan by the City, which includes, but is not	Project Applicant	St. Helena Planning and Building Department	Ongoing throughout project construction
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Attachment C

limited to, identification of the type of materials, their intended use during construction, a schedule for use on the site, and the method of enclosed storage in areas that are not susceptible to infiltration by water. 21. In the event of a hazardous spill both the City's Fire Department and the State Office of Emergency Service (OES) shall be contacted.	St. Helena Fire Department		
<u>Hydrology and Water Quality</u> 22. The Developer shall ensure that no construction materials (e.g., concrete, paint, sediment) are conveyed into the storm drain system. The developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system. 23. All materials that could cause water pollution (i.e., motor oil, fuels, paints, etc.) shall be stored and used in a manner that will not cause any pollution. All discarded material and any accidental spills shall be removed and disposed of at an approved disposal site. 24. All construction activities shall be performed in a manner that minimizes, to the maximum extent practicable, any pollutants entering directly or indirectly the storm water system or ground water. The Developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system. 25. Developer shall meet the requirements of discharging to a public storm drainage system as required to ensure compliance by the City with all applicable state and federal laws. 26. Developer shall mark all new storm drain inlets	Project Applicant St. Helena Planning and Building Department St. Helena City Engineer	Ongoing throughout project construction	

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with permanent markings, which state “No Dumping—Flows to River.” This work shall be shown on improvement plans. 27. Demolition materials and solid waste, including broken asphalt and concrete, soils stockpiles, steel, wood and metal scraps, domestic waste, and similar materials, shall be properly managed to prevent the accumulation of dust or similar materials that can degrade water quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility. 28. The collection of materials, such as construction debris and dirt, within the public right-of-way adjacent to the site shall be prohibited. 29. Hydroseding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive for a period of 10 days or more to reduce the accumulation of dust particles in the air. 30. Drainage shall be designed as required by adopted City standards and shall not impede any natural existing drainage from adjacent parcels.				
Noise 31. To reduce disturbance of residents in the project vicinity, construction activities, which generate noise that can be heard at the property line of any parcel of real property within the City limits, shall be limited to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of equipment and removal of debris associated with the demolition of this structure shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be	Project Applicant	St. Helena Planning and Building Department	Ongoing throughout project construction	

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granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits. 32. Construction equipment must have state-of-the-art muffler systems required by current law. Muffler systems shall be properly maintained. 33. Noisy stationary construction equipment, such as compressors, shall be placed away from developed areas off-site and/or provided with acoustical shielding. 34. Grading and construction equipment shall be shut down when not in use.				
<u>Public Services</u> 35. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for schools and public safety at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits	
<u>Recreation</u> 36. Prior to issuance of building permit, the applicant shall be required to pay development impact fees	Project Applicant	St. Helena Planning and	Prior to approval of building	

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for civic improvement at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.		Building Department	permits	
<u>Transportation</u>				
37. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for traffic at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permit	
<u>Utilities and Service Systems</u>				
<u>Water</u>				
38. The Final Map shall be revised to show one water main along the easterly side of the private street to the southerly edge of Parcel #4, with four laterals off of the main to service the four parcels.	Project Applicant	City Engineer	Prior to approval of Final Map	
39. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for water at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits	
40. This project is subject to the water conservation measures and toilet retrofit program as set forth in municipal code Chapter 13.12, Water Use Efficiency and Use Guidelines. Five toilet retrofits per single family house and 3.5 retrofits				

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per apartment or second unit must be completed prior to issuance of building permits, or an in-lieu fee of \$1,000 per retrofit will be collected. It is the responsibility of the developer to show proof of retrofit completion at the time the certificate of occupancy is issued or the in-lieu fee will not be refunded. 41. Water conservation measures shall be incorporated into project design and construction in accordance with applicable codes and ordinances, including installation of ultra-low volume flush toilets and urinals, showerheads, toilets and faucet aerators. 42. Installation of on-demand water heater with recirculating pump. 43. No building permits shall be issued if the city has entered a Phase IV or V water shortage emergency. 44. No water shall be used for cleaning streets during or following construction activities; flushing storm drains; and flow testing for fire sprinkler design except as approved by city director of public works. 45. Non-potable water shall be used for grading, dust control, street, pipeline or similar construction. 46. Prior to construction within existing roadway areas, the property owner shall ascertain the location of all underground utility systems and shall design any proposed subsurface utility extensions to avoid disrupting the services of such systems.					
<u>Wastewater</u> 47. The project developer shall extend the municipal sewer westerly on Sulphur Springs Ave. to the project site (a distance of approximately 600 feet) and shall construct a City Standard lateral	Project Applicant	St. Helena City Engineer	Prior to Final Map Approval		

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to serve all four parcels. The sewer shall be sized appropriately for the future connection of any other potentially benefiting parcels. Developers will be required to obtain Council approval of a reimbursement agreement for future connections to the sewer line. The City Engineer and project owner may agree to credit the sewer impact fee for any required oversizing of the sewer pipe, in lieu of a reimbursement agreement. 48. Prior to approval of final map and annexation to the sewer district, the developer shall enter into an agreement with the City Engineer to fully mitigate the increased sewage effluent load and flow created by the project.	Project Applicant	St. Helena City Engineer	Prior to approval of Final Map	
No building permits for the project shall be issued until the mitigation has been completed or the capacity limits on the wastewater treatment plant operating permit have been increased by the RWQCB. Mitigation shall include the following: • The applicant shall make improvements or contribute an enhanced fee to fund improvements to address dry weather water infiltration and inflow to offset the increased flow attributable to the project. • The applicant shall either make improvements or contribute an enhanced fee to fund improvements that result in an amended permit to offset the increased load attributable to the project. 49. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for sewer at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant	St. Helena Planning and Building Department and City Engineer	Prior to issuance of building or grading permit	

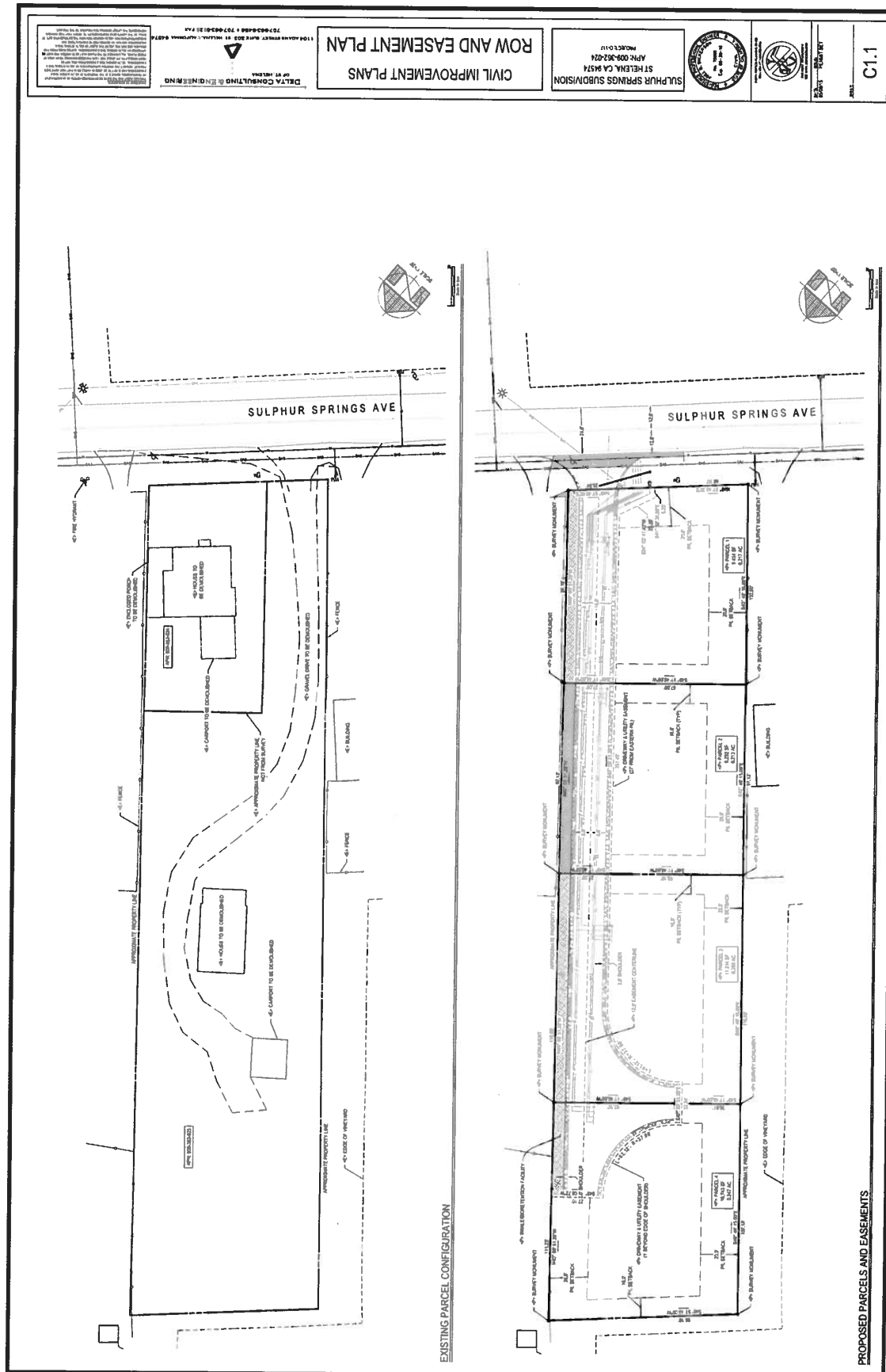
Attachment C

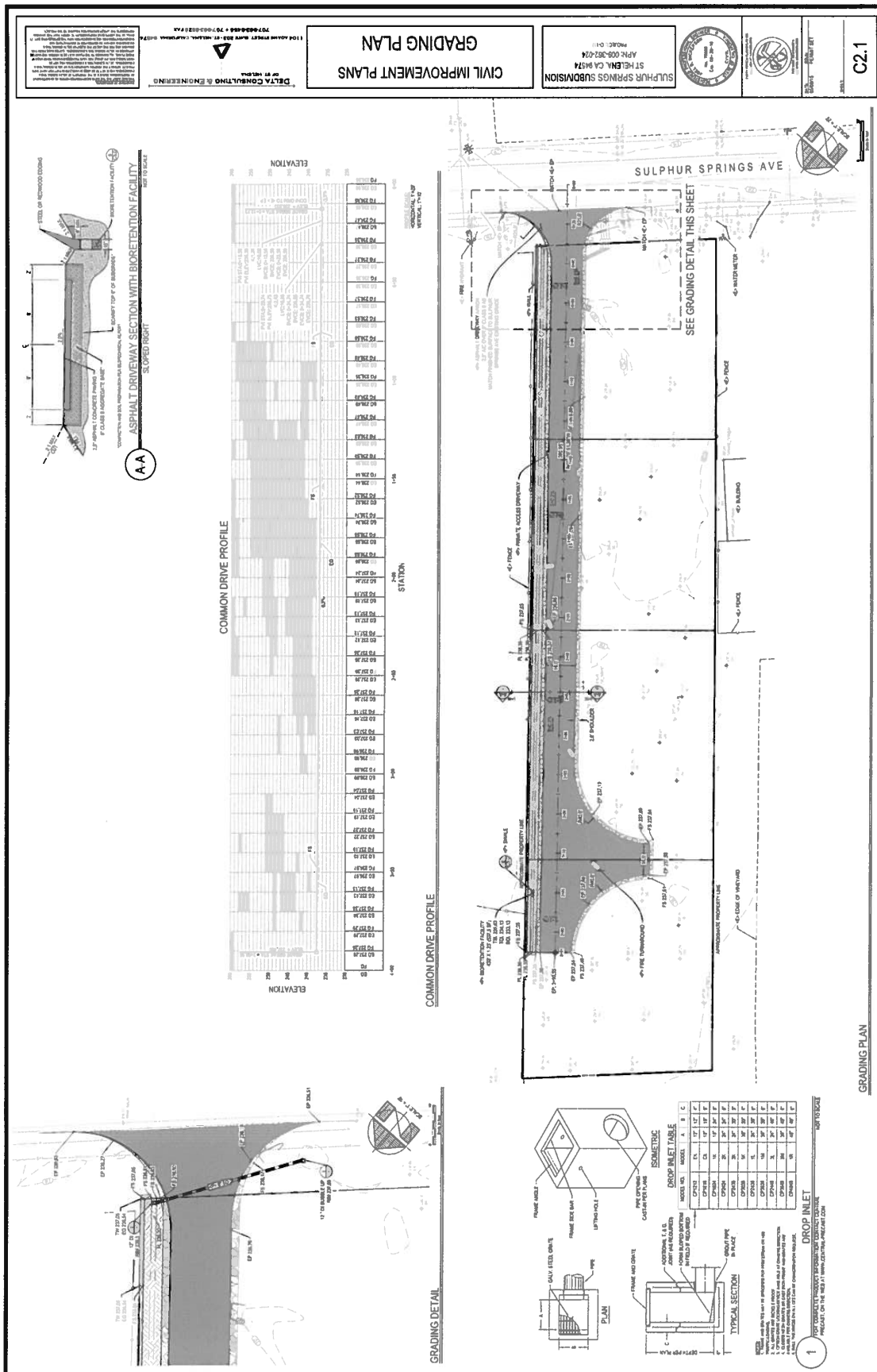
<u>Solid Waste</u>		Project Applicant	St. Helena Building Department and City Engineer	Ongoing throughout project	
50. During the construction period of the project, the property owner shall use the franchised garbage hauler for the service area in which the project is located to remove all wastes generated during project development, unless Developer transports project waste. If the property owner transports the project's waste, property owner shall use the appropriate landfill for the service area in which the project is located. 51. The property owner shall provide for the source separation of wood waste for recycling. The property owner shall use the franchised garbage hauler for the service area in which it is located for collection of such wood waste, unless the property owner transports such wood waste to a location where wood waste is recycled.					
<u>Storm Drain</u>		Project Applicant	St. Helena Planning and Building Department	Prior to issuance of grading or building permit	
52. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for storm drain at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.					

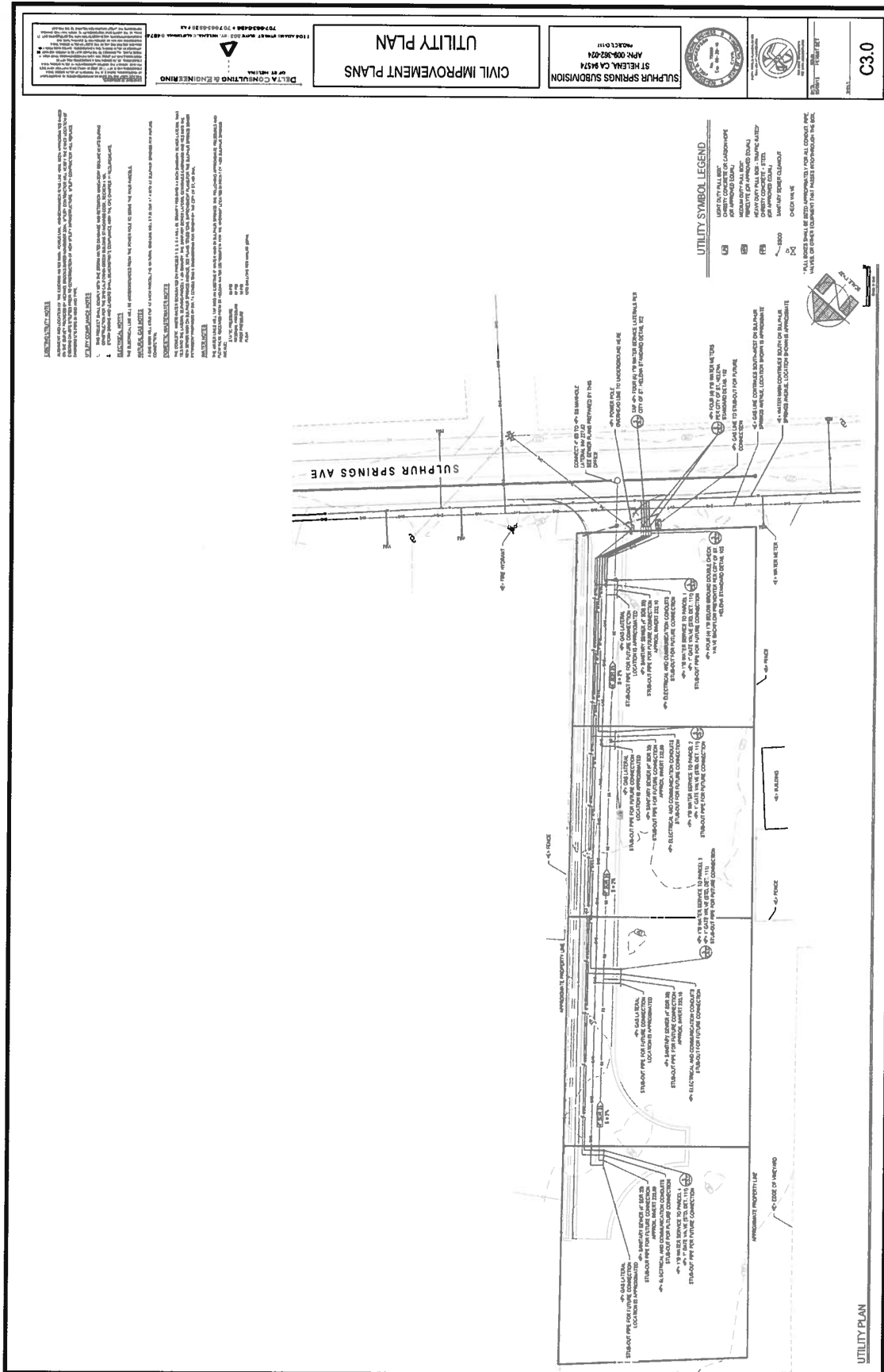
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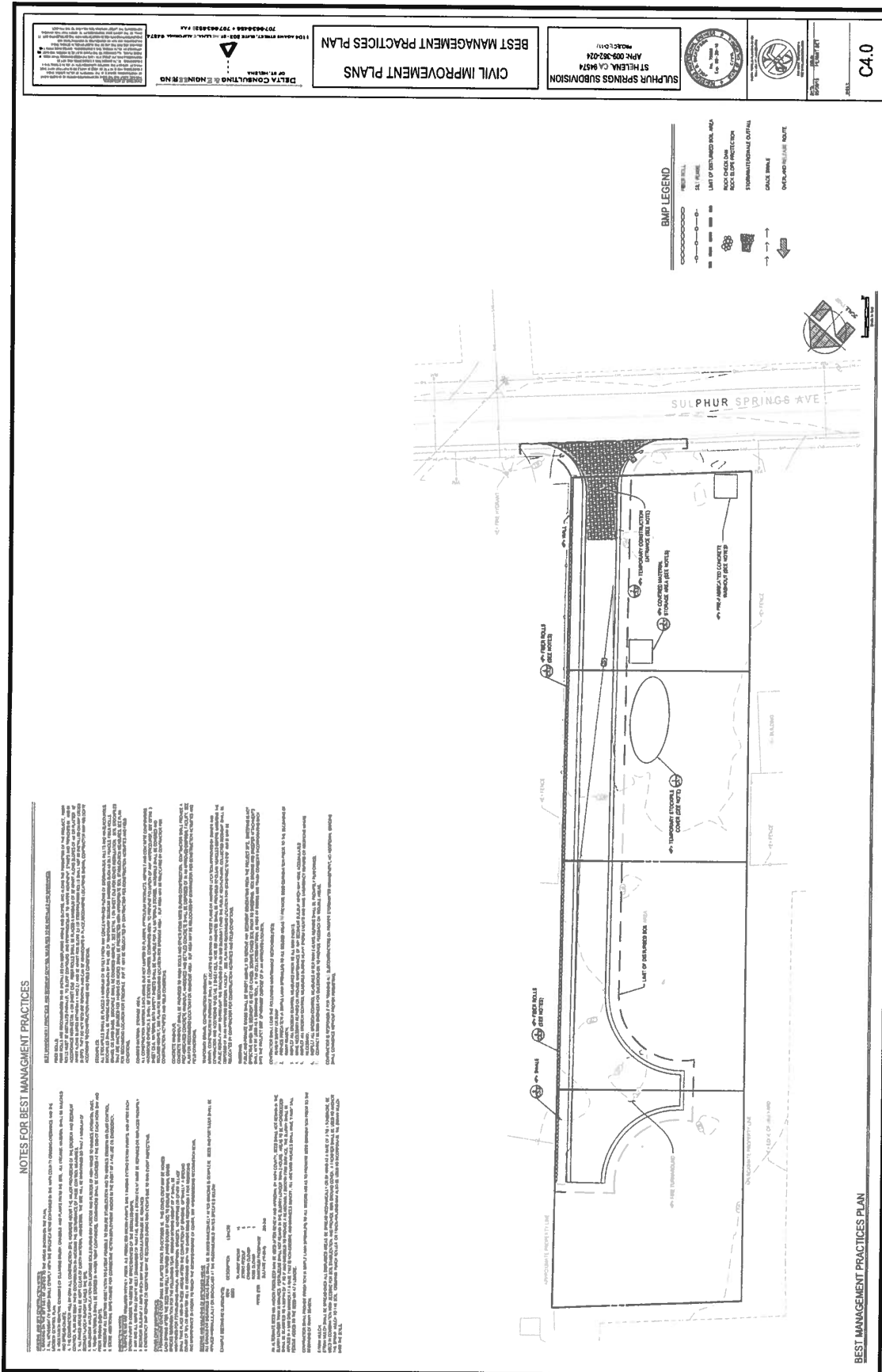
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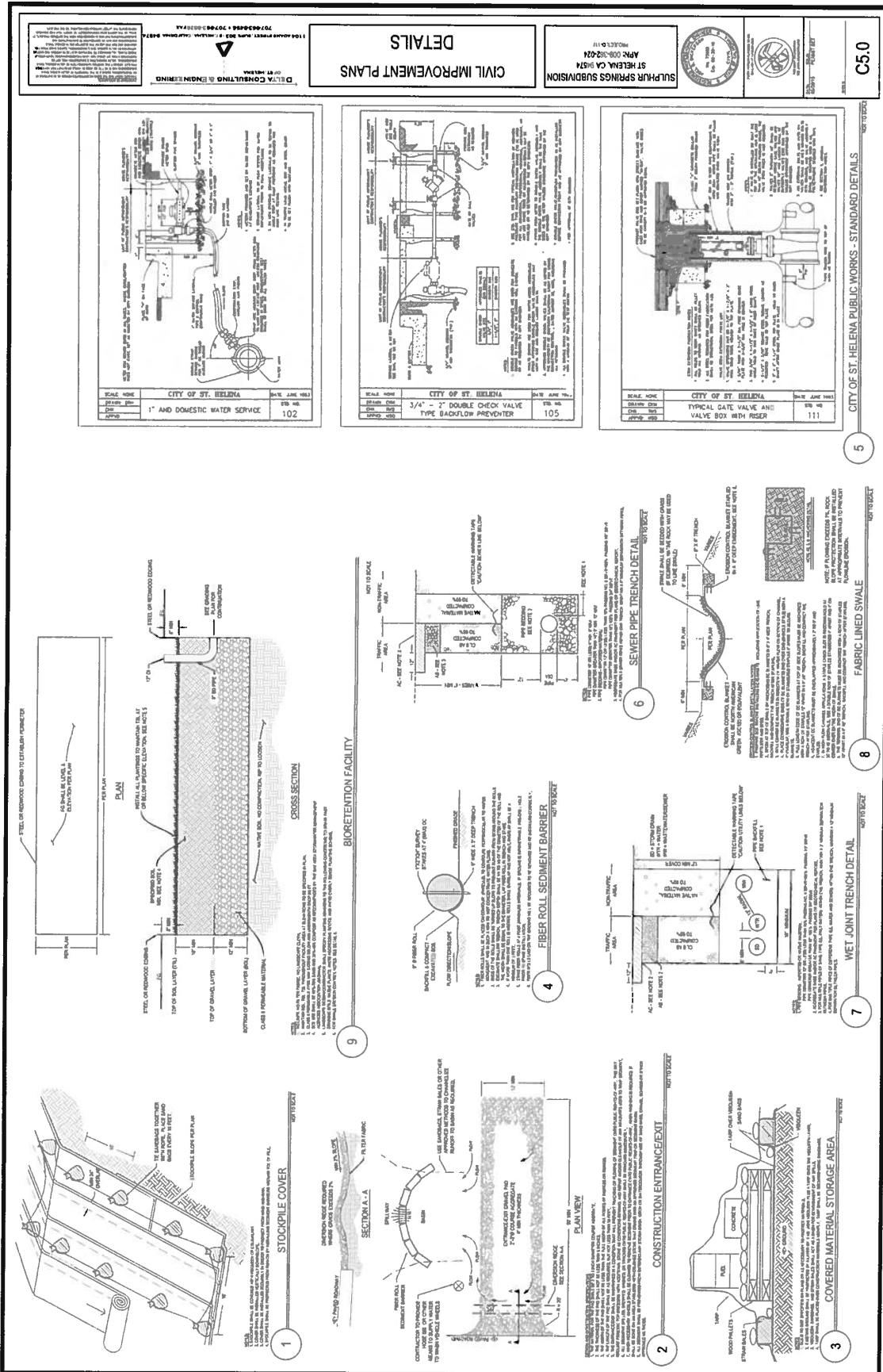
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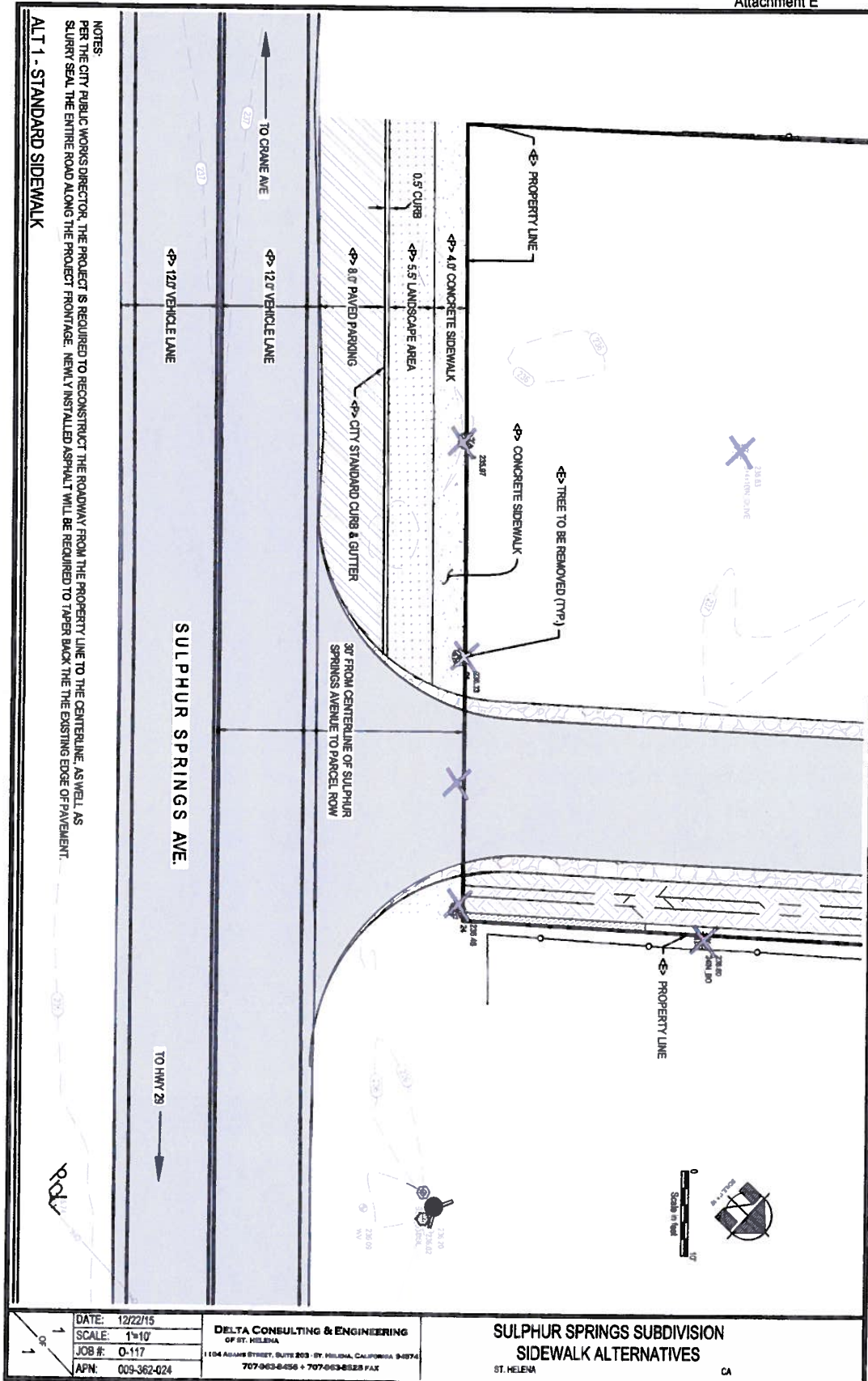


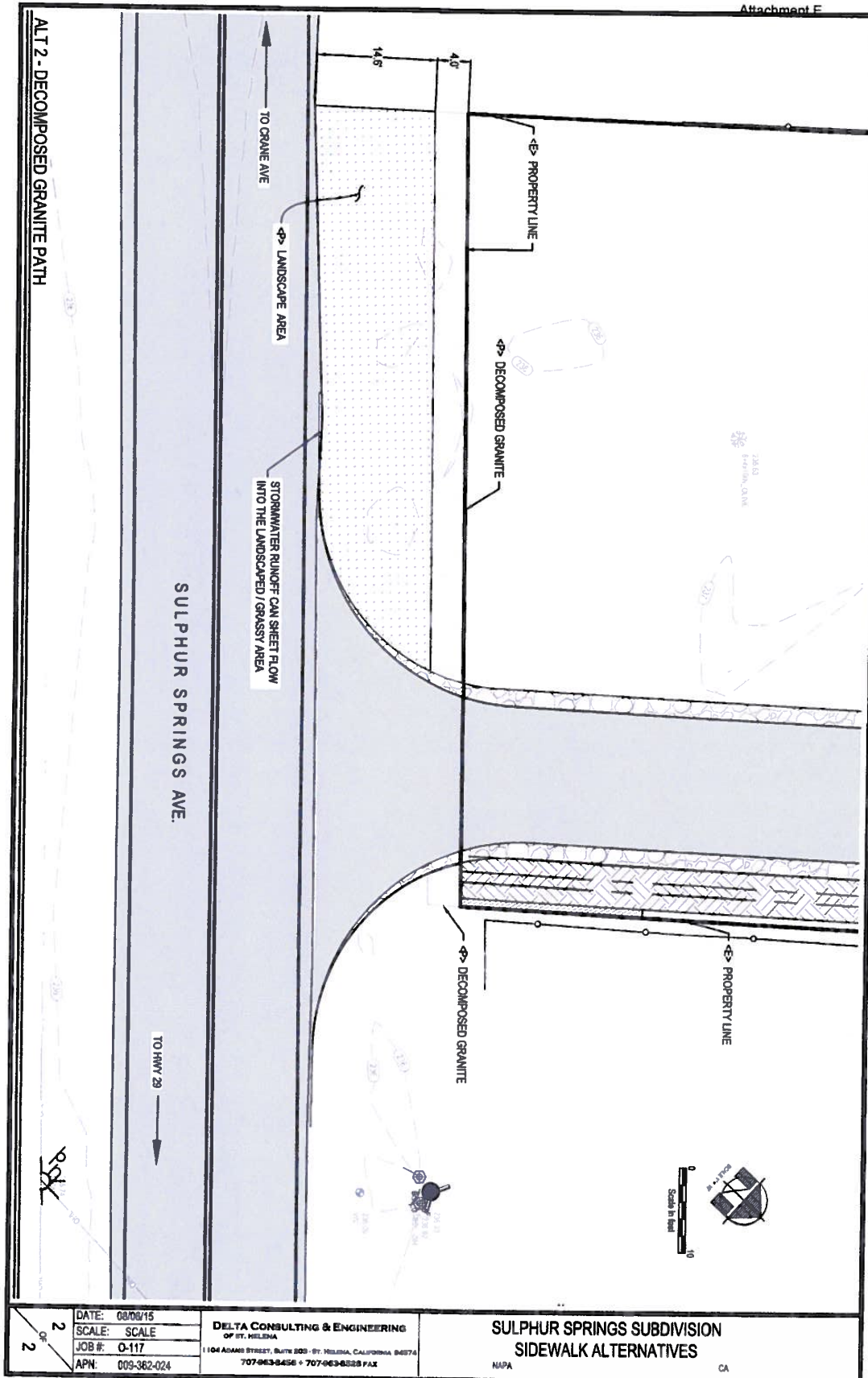






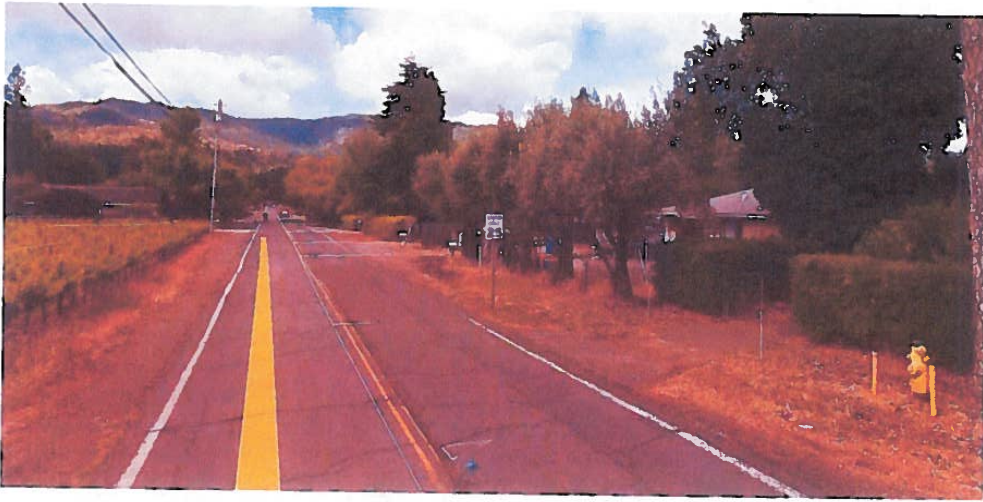
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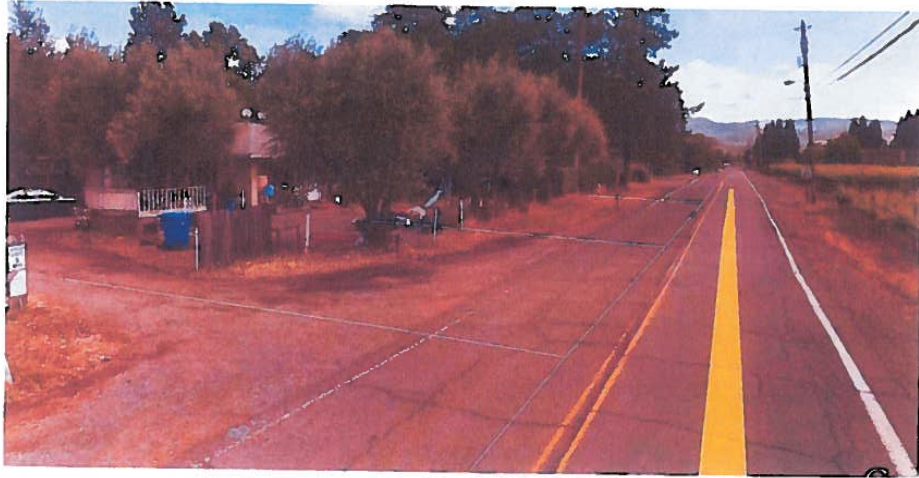
Attachment E

1486 Sulphur Springs: Existing Conditions
West-Bound View



Attachment E

1486 Sulphur Springs: Existing Conditions
East-Bound View



Attachment F

City of St. Helena
Planning Department
1480 Main Street, St. Helena, CA 94574
(707) 967-2792



INITIAL STUDY OF ENVIRONMENTAL SIGNIFICANCE

April 27, 2007

PROJECT NAME:	Euser/Greer Parcel Map
FILE NUMBER:	2005-77
SITE ADDRESS:	1486 Sulphur Springs Avenue, St. Helena, California 94574
APN:	009-362-024, & 025 SFAP
GENERAL PLAN:	Medium Density Residential
ZONING:	MR: Medium Density Residential
PROPOSER:	John Euser and Robert Greer, Rutherford Investments, LLC

PROJECT DESCRIPTION

The project is a Tentative Parcel Map to divide a 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft.. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.

The four properties will be served by a private street that is proposed to dead end at the most northerly parcel, #4. The existing driveway will be removed and re-graded. The private street will be constructed with a fire truck turnaround between parcels #2 and #3, and an emergency vehicle staging area at the front of parcel #4. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for stormwater subdrain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

The property is currently developed with two single family detached homes, which is a legal non-conforming configuration. The assessor's map shows the two homes on separate parcels for assessment purposes only. (This does not create two legal lots, but allows the owner to receive two property tax assessments.) The two existing residences would be relocated onto two of the parcels and reconfigured as necessary to comply with the required yards and setbacks of the new property lines. No new development is proposed for the remaining two parcels at this time.

The homes are served by municipal water, but not by sewer. If the project is approved, the existing septic system will be removed and all four properties will be connected to city sewer. The developers will be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels, and to construct a City Standard lateral to serve all four parcels and provide capacity for any potentially benefiting contiguous parcels beyond.

The existing water service to the property will be maintained but the developers will be required to lay a new water main from Sulphur Springs Avenue to serve the four parcels and any potentially benefiting contiguous parcels beyond. The water main shall be constructed in conformance with City Standards. Water and sewer lines to service the four parcels will be laid along the easterly side of the private street. All overhead utilities will be undergrounded on the site.

Curb, gutter and sidewalk are not being required along the project frontage. A public street has not been required because it is not necessary to serve four parcels. The private street is not on a separate parcel, but will be achieved by reciprocal easements over each of the front three parcels to benefit all of the parcels.

ENVIRONMENTAL SETTING

Located in the northern portion of the San Francisco Bay Area approximately 70 miles northeast of San Francisco and Oakland, the City of St. Helena is a 130-year-old community of residential, commercial and agricultural uses. St. Helena lies approximately 17 miles north of the City of Napa, which serves as the county seat for Napa County, and is accessed by State Route 29. The Napa River runs through the eastern portion of St. Helena and is fed by several tributaries within St. Helena, including Sulphur Springs Creek and York Creek.

The project site is slightly less than one acre in size and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave. The site is primarily flat lands and contains two homes.

Other existing land uses in the vicinity of the project site include primarily single-family homes on three sides (south, west and east) and agricultural vineyard to the north.

GENERAL PLAN AND ZONING

The City of St. Helena General Plan provides the vision for the community's natural and built environment through a series of goals and policies. To ensure that this desired vision is realized, the General Plan has been designed to be internally consistent and cross-referenced with other documents, including the City's Zoning Ordinance which guides, controls and regulates future growth and development in a sound and orderly manner. The project site is designated in the General Plan as Medium Density Residential. The Medium Density Residential designation provides for single-family, duplex and triplex residential units and similar and compatible uses. Residential densities are required within the range of 5.1 to 16 dwelling units per gross acre. Medium Density Residential is the dominant residential land use category in the city.

The City of St. Helena Zoning Ordinance implements the goals and policies of the General Plan. Several different districts are identified in the Zoning Ordinance that are intended to, among other things, provide for a wide range of uses and enhance the community's vision to preserve, protect and enhance its unique character and quality of life. The project site is not located in any other overlay zoning districts, such as the historic preservation districts, and there are no specific plans that have been adopted relating to the project site.

REQUIRED DISCRETIONARY ACTIONS

Approval of the proposed project will require the following discretionary actions:

Tentative Parcel Map to divide the 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft.

Demolition or House Moving Permit to remove or relocate existing houses so that they do not cross new property lines.

OTHER PUBLIC AGENCY REVIEW

In addition to the required City entitlements identified above, other agencies that have discretionary authority to undertake or approve all or some portion of the proposed project (and which are considered Responsible Agencies under CEQA) include:

- Regional Water Quality Control Board which requires a Notice of Intent (NOI) to comply with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges and a Storm Water Pollution Prevention Plan (SWPPP) for the site.

There are no other Responsible or Trustee Agencies¹ that require review as part of the approval of the proposed project.

¹ A Responsible Agency is an agency that has discretionary approval over one or more actions involved with implementation of a proposed project. A Trustee Agency is a State agency having discretionary approval or jurisdiction by law over material resources affected by a proposed project.

*Euser/Greer Parcel Map
Initial Study and Proposed Negative Declaration*

*April 27, 2007
Page 3 of 23*

DOCUMENTS INCORPORATED BY REFERENCE

CEQA Guidelines Section 15150 recognizes the desirability of reducing the volume of documentation necessary for environmental review and authorizes incorporation by reference any portion of relevant documents that provide general background to the environmental document. As such, this Initial Study incorporates the following documents, which were reviewed as part of the analysis of certain topical sections provided herein:

City of St. Helena, General Plan Policy Document (1993)
City of St. Helena, Zoning Ordinance (1994)
City of St. Helena, Subdivision Ordinance (1991)

Additional documents not reflected in this section are identified and analyzed within the Initial Study. These documents are available for review at the City of St. Helena Planning Department, 1480 Main Street, St. Helena, CA 94574 (707) 967-2792.

PURPOSE OF INITIAL STUDY

The fundamental premise on which CEQA is based is that environmental protection can be achieved through informing decision-makers and the public about a project's potential environmental effects and identifying ways to reduce them. As a public disclosure document, an Initial Study must identify all effects on the environment resulting from a project and indicate the manner in which these effects can be mitigated or avoided to a less-than-significant level. Where it is uncertain that a significant effect on the environment may occur, or where a significant effect is found to exist but cannot be mitigated to a less-than-significant level, an Environmental Impact Report (EIR) must be prepared.

Although this project would normally qualify for exemption from CEQA pursuant to Section 15315, Class 15, Minor Land Divisions, recent information on the lack of capacity within the City of St. Helena wastewater treatment plant changes that determination pursuant to CEQA Guidelines section 15300.2 (b) and (c), Exceptions. CEQA exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant (b). A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances (c).

ENVIRONMENTAL PROCEDURES AND CHECKLIST

This Initial Study presents a preliminary evaluation of the potential environmental impacts resulting from the Euser/Greer Parcel Map application to divide the 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft.

The Initial Study was prepared in accordance with the California Environmental Quality Act (Public Resources Code Section 21000-21178.1) and the Guidelines for Implementation of the California Environmental Quality Act (Chapter 3, Title 14, California Code of Regulations (*CEQA Guidelines*)). This Initial Study considers all aspects of the proposed project, as required by Section 15063(a) (1) of the CEQA Guidelines².

The Environmental Checklist provided below, as contained in Appendix G of the CEQA Guidelines, was utilized to focus this Initial Study on the environmental factors that may be impacted or further impacted by implementation of the proposed project. Following each of the topical areas presented in the Environmental Checklist, a brief discussion is presented regarding the topical environment setting, the relevance of the proposed project to the topical environment setting, any and all potential impacts within the topical area and, as appropriate, mitigation measures necessary to reduce potentially significant impacts to a *less-than-significant* level.

² Section 15063(a) (1) of the CEQA Guidelines requires that all phases of project planning, implementation, and operation must be considered in the Initial Study of the project.

SUMMARY OF ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below identify "Potentially Significant Impacts" affected by this project, as indicated by the checklist on the following pages. However, as demonstrated in this Initial Study in the applicable topical sections mitigations are proposed for incorporation into the project that will reduce or eliminate these impacts to "Less Than Significant" or "No Impact."

- | | | |
|---|---|--|
| ☒ Aesthetics | ☐ Agricultural Resources | ☒ Air Quality |
| ☒ Biological Resources | ☒ Cultural Resources | ☒ Geology/Soils |
| ☒ Hazards & Hazardous Materials | ☒ Hydrology/Water Quality | ☐ Land Use/Planning |
| ☐ Mineral Resources | ☒ Noise | ☐ Population/Housing |
| ☒ Public Services | ☒ Recreation | ☒ Transportation/Traffic |
| ☒ Utilities/Service Systems | ☐ Mandatory Findings of Significance | |

DETERMINATION:

On the basis of information found in this initial evaluation, the City of St. Helena finds that:

- ☐ The proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.
- ☒ Although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ The proposed project MAY have a significant effect(s) on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards; and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

A Notice of Negative Declaration has been prepared and posted for the period of May 1, 2007 through June 5, 2007.

- ☐ DE MINIMIS IMPACT FINDING: The Department finds that there is no evidence before the City that the proposed project will have the potential for an adverse effect on wildlife resources or the habitat upon which wildlife depends; therefore, on the basis of substantial evidence, the presumption of adverse effect is rebutted. A Certificate of Fee Exemption will be completed and filed with the Notice of Determination for the project.
- ☐ Based on the information in this Initial Study, wildlife resources or the habitat upon which they depend may be impacted; therefore, even if the environmental effect is satisfactorily mitigated, the project is subject to the California Department of Fish and Game Environmental Fee.

Euser/Greer Parcel Map
Initial Study and Proposed Negative Declaration

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Carol Poole, Planning Director
City St. Helena

Date

ENVIRONMENTAL CHECKLIST

This Environmental Checklist Form has been provided to assist in the analysis of the environmental issues associated with the project. The following standard rules, generated from the CEQA Guidelines, apply when completing and reviewing the Environmental Checklist Form:

1. *A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).*
2. *All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.*
3. *Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.*
4. *"Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).*
5. *Earlier analysis may be used where an effect has been adequately analyzed in an earlier EIR or Negative Declaration. In this case, a brief discussion should identify the following:*
 - a. *Earlier Analysis Used. Identify and state where they are available for review.*
 - b. *Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.*
 - c. *Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.*
6. *Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.*
7. *Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.*
8. *This checklist is only a suggested form, and lead agencies are free to use different formats. However, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.*
9. *The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to a level of less-than-significant.*

Euser/Greer Parcel Map
Initial Study and Proposed Negative Declaration

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Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?				✓
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?		✓		
Discussion: A project will normally have a significant environmental effect if it has a substantial, demonstrable, negative aesthetic impact. Although nighttime illumination will be created as a result of development of this previously vacant parcel, the levels of illumination resulting from the new residential development is considered to be a less than-significant impact. Moreover, the City's Design Review process requires consideration of an exterior lighting plan as part of the entitlement review process and a standard condition applicable to all new residential development requires that exterior illumination to be directed downward or the light source shielded to prevent glare visible from adjacent properties. Recommended Mitigation Measure: 1. Exterior lighting shall be directed downward or the light source shielded to prevent glare visible from adjacent properties. Conclusion: The proposed project will result in a less-than-significant impact on aesthetic resources.				
II. AGRICULTURAL RESOURCES. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use or a Williamson Act Contract?				✓
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?				✓
Discussion: A project will normally have a significant environmental effect if it will convert prime agricultural land to nonagricultural use or impair productivity of prime agricultural land. The proposed project is located within the urban boundaries of the City of St. Helena on land that is unsuitable for agricultural use given its small size and prior conversion to residential uses. Additionally, the project site is surrounded on three sides by existing residential development. Although agricultural uses exist to the north of the project site, the aforementioned conditions do not make the project site a viable area for expansion of the nearby vineyard. Moreover, the proposed project is not located on land designated by the California Department of Conservation, Division of Land Resource Protection as farmland or farmland of importance (2004 Farmland Mapping and Monitoring Program Map). As such, the project will not result in the conversion of agricultural farmland, conflict with land zoned for agricultural use or influence any land under Williamson Act contract. Conclusion: The proposed project will result in no impact on agricultural resources, and therefore no mitigation measures are required.				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
III. AIR QUALITY. [Significance criteria established by the BAAQMD may be relied upon to make the following determinations] Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?		✓		
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?				✓
e. Create objectionable odors or dust affecting a substantial number of people?			✓	
Discussion: A project will normally have a significant environmental effect if it will violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations. The City of St. Helena is located within the greater San Francisco Bay Area air basin. The Bay Area Air Quality Management District (BAAQMD) is responsible for administering provisions of federal and State clean air requirements, which include ongoing monitoring, enforcement and policy and program development within the region. Pursuant to the BAAQMD Guidelines, total emissions that exceed the daily thresholds of significance shall be considered to have a potentially significant impact. The threshold of significance is defined as 80 lbs/day of Reactive Organic Gases (ROG), 80 lbs/day of Nitrogen Oxides (NO_x), and 80 lbs/day of Small Particulate Matter (PM₁₀). Concern for regional air quality effects are addressed by monitoring these ROG's. One of the pollutants of greatest concern is carbon monoxide, which can be elevated as a result of increased levels of traffic and congestion along streets and at intersections associated with a proposed project. General Air Quality Effects – The City of St. Helena has generally good air quality due to relatively light development within much of the Napa Valley and due to breezes that flow through the valley in the summer evenings when air quality within the region is at its worst; however, the greater San Francisco Bay Area air basin is located in a federally non-attainment status for 1-hour ozone and in a State non-attainment status for 1-hour ozone and particulate matter. Although the City of St. Helena is a minor contributor, it is an incremental contributor to the quality of the regional air basin. However, a comparison of the City's population to the region's population illustrates that St. Helena represents less than .001% of the total population within the region. Additionally, there are no sensitive receptors (i.e. concentrations of children, the elderly, acutely ill, chronically ill, etc.) in the vicinity of the project site and the project is proposed on a site within the City's established urban limit line. Traffic Related Emissions – The proposed project would generate new vehicle trips (approximately 10 per unit) as a result of the 2 new homes located on the subject site. The single point of entry for these new residences is at Sulphur Springs Avenue. Any change in the level of carbon monoxide resulting from the additional vehicle trips would be minor within the larger air basin and would be consistent with the residential use envisioned in the City's General Plan and implementing ordinances, resulting in a less-than-significant impact. Construction Generated Dust – The project could result in temporary, short-term air quality impacts from dust generated by equipment and vehicles operating on the site during construction. This is a potentially significant impact when considering the cumulative effect on the greater San Francisco Bay Area air basin. The effects of construction activities, particularly relating to graded soils to construct the new roads, trench the utilities and set the building pads, would result in increased settling of dust on horizontal surfaces and locally elevated PM₁₀ (particulate matter) within or adjacent to the project site. Depending on weather conditions, PM₁₀ could cross the adjoining property lines and extend to the adjacent residential uses, although this does not represent an impact on a substantial number of people. Nonetheless, the actual level of emissions from construction-related impacts could vary greatly depending on a number of factors. Therefore, the BAAQMD's approach to CEQA analyses of				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
construction impacts emphasizes implementation of effective and comprehensive control measures, rather than detailed quantification of emissions. BAAQMD guidelines establish that, if the following recommended control measures are implemented, the cumulative impact on air pollutant emissions from construction activities would be considered less-than-significant on the greater air basin. Water all active construction areas at least twice daily. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard where transport of these materials occurs. Pave, apply water, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites. Sweep adjacent public streets daily with water sweepers if visible soil material is carried onto streets. These guidelines are recommended to minimize exposure to temporary, short-term construction-related pollutants. Consistent with the afore-referenced BAAQMD guidelines, the mitigation measures listed below are proposed to ensure maintenance of air quality standards, including PM₁₀ in the atmosphere, and where implemented in this proposed project will result in a less-than-significant impact on the air quality within the region. <u>Mitigation:</u> 1. All grading and construction equipment shall be shut down when not in use to ensure the project's contribution to maintaining existing ambient air quality within the vicinity of the project site and to avoid unnecessarily exposing people in the area to odors and fumes associated with such equipment. 2. Grading and excavation activities shall not occur during windy periods to avoid unnecessary exportation of dust and similar materials that can degrade air quality. 3. Exposed soil surfaces shall be sprinkled with non-potable water to retard dust and disturbed areas shall be fully landscaped upon completion of the project. 4. Demolition materials and solid waste including broken asphalt and concrete, soils stockpiles, steel, wood and metal scraps materials, domestic waste, and similar materials shall be properly managed to prevent the accumulation of dust or similar materials that can degrade air quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility. 5. Grinding of broken asphalt, concrete, wood or other materials on the site prior to their removal shall be prohibited to avoid degrading the ambient air quality in the area. 6. The collection of materials, such as construction debris and loose dirt, within the public right-of-way adjacent to the site shall be prohibited. 7. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive for a period of 30 days or more to reduce the accumulation of dust particles in the air. 8. For the importing of materials for clean fill to the site, trucks shall maintain adequate freeboard and their materials shall be covered to minimize release of materials into the air. 9. To the extent practicable, reusable materials shall be recycled. <i>Global Warming Issues-</i> There is substantial evidence that the heat-trapping properties of greenhouse gases (carbon dioxide, methane and nitrous oxide) have contributed to a warming of the Earth's temperature by about 1 degree in the past two decades. There is very strong evidence that most of the warming is due to human activities; activities that can be altered to result in a dramatic reduction in the production of these gases. California will add more than 200,000 homes each year to meet the demands of the growing population. These homes will consume energy (approximately 30% of the electricity in California), water and other resources. To address the small but incrementally significant impact of the proposed project, the following mitigation measure is recommended: 10. Prior to issuance of building permits, the applicant shall develop a building construction plan to be approved by the Planning Director and Building Official to insure that the homes exceed Title 24 Energy Efficiency Standards and receive a green rating under either the LEEDS, Green Points Checklist, or other acknowledged rating				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
system for energy conservation and green building practices. City of St. Helena green building standards will apply if adopted by the time of building permit submittal. <u>Conclusion:</u> With these mitigations in place, adverse effects on air quality resulting from this project would be reduced to a less-than-significant impact.				
IV. BIOLOGICAL RESOURCES. Would the proposal result in:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service (USFWS)?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFG or USFWS?				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		✓		
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓
<u>Discussion:</u> A project will normally have a significant environmental effect if it will result in substantially diminishing habitat for fish, wildlife or plants or will substantially interfere with the movement of resident or migratory fish or wildlife. The Euser/Greer Tentative Parcel Map project was discussed by the Tree Committee at their February 8, 2007 meeting. The site contains several specimen trees and two which should be evaluated as possible heritage trees. There was concern regarding the trees in the right-of-way as well as concern for the trees on site. The committee made the following recommendations, which are incorporated as mitigation measures for the project. <u>Mitigation</u> 1. Prior to issuance of building or grading permits, the owner shall submit a landscape plan that incorporates the following: • All Olive trees within the city R.O.W. are to be removed prior to construction and replanted within the R.O.W. when the private street and project infrastructure improvements have been completed. • All Olive trees on the project site are to be removed during construction and replanted on the project site when the private street and project infrastructure improvements have been completed. • All Oaks that are removed from the site will be replaced with like species at a ratio of three (3) new 15 gallon trees for every tree removed. • Prior to Certificate of Occupancy for new homes, all other species of trees removed from the site will be replaced with like species at a ratio of one (1) new 15 gallon tree for every tree removed. • Prior to issuance of building permits, the 32" Live Oak and 24" Blue Oak on site are to be evaluated by a				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
certified arborist and certified as heritage trees if appropriate. Certification as heritage trees will require the establishment of a maintenance agreement which will protect and maintain the trees in perpetuity. Should the arborist find that the 24" Blue Oak would not survive the removal of the existing house and subsequent site improvements; it will be replaced with three (3) 15 gallon trees of the same species. Conclusion: With these mitigations in place, the project will result in a less-than-significant impact on biological resources.				
V. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of an historical resource as defined in Sec.15064.5?				✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Sec. 15064.5?				✓
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			✓	
d. Disturb any human remains, including those interred outside of formal cemeteries?			✓	
Discussion: A project will normally have a significant environmental effect when disrupting or adversely affecting a cultural resource, including any improvement, building, structural feature, natural feature, district, object or site of historic, aesthetic, educational, cultural or archaeological importance. Although there are no known resources on the site, a standard mitigation has been included requiring the work to cease until proper methods are in place to evaluate and protect the materials should any archaeological or paleontological materials or objects be unearthed during construction, Mitigation: In the event that previously unknown paleontological artifacts or archeological materials or objects are unearthed during excavation or grading, all work in the discovery area shall be immediately halted pursuant to CEQA Guidelines 15064.5 (5)(e) and (f) and barricades installed surrounding the area until a qualified archeologist approved by the City is consulted to evaluate the material or object and determine avoidance measures to lessen the impacts in accordance with State and Federal guidelines. The developer shall comply with all mitigation recommendations of the qualified archeologist prior to commencing work in the discovery area and shall be responsible for all costs associated with these activities. Conclusion: The potential for adverse effects resulting from hazards or hazardous materials is considered a less-than-significant impact; however, these mitigations above are provided as a standard precautionary measure as part of the development.				
VI. GEOLOGY AND SOILS. Would the project:				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Pub. 42)		✓		
ii) Strong seismic ground shaking?			✓	
iii) Seismic-related ground failure, including liquefaction?			✓	

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
iv) Landslides?			✓	
b. Result in substantial soil erosion or the loss of topsoil?			✓	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse)?				✓
d. Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			✓	
Discussion: A project will normally have a significant environmental effect when people or structures become exposed to major geologic hazards or when the soils have been substantially degraded. Ground Shaking – The City of St. Helena is located in the greater San Francisco Bay Area, an area known for frequent seismic activity. As with all portions of the Bay Area, lands within St. Helena are subject to strong ground shaking and ground failure. St. Helena is surrounded by five Type A and Type B earthquake faults, including the Rodgers Creek, Maacama, West Napa, Collayomi, and the Hunting Creek-Berryessa Faults. Geologic hazards on the proposed site are primarily limited to those caused by violent shaking from active faults which generate ground motion. However, St. Helena is located more than six miles from any one of the faults. Therefore, the Uniform Building Code (UBC) does not require any special structural engineering beyond the basic UBC requirements for new construction. With adherence to the requirements of the UBC, seismically induced ground shaking would reduce this substantial hazard at the project site to a less-than-significant level. Soil Stability – Additionally, according to the “Preliminary Maps of Quaternary Deposits and Liquefaction Susceptibility, Nine-County San Francisco Bay Region, California” released by the USGS in January 2001, the project site is located in an area that has a moderate susceptibility of liquefaction (http://geopubs.wr.usgs.gov). A standard condition of a building permit requires that prior to issuance of the permit the applicant shall submit a soils report verifying the stability of the soil in relation to the performance of the structure(s). The City's Engineering and Building Departments are responsible for reviewing and verifying the conclusions and recommendations made within the soils report. Issuance of a building permit acknowledges acceptance of the assertions and conditions in an accepted soils report. Therefore, the potential for ground failure through liquefaction and landslides would reduce this substantial hazard at the project site to a less-than-significant level. Soil Erosion – Site work could cause or accelerate soil erosion or the loss of topsoil on the parcel. The effects of construction activities, to include soil excavated or graded to construct the roadways, driveways, set the building pads, and trench for utilities, would result in exposed earth during construction. If these conditions are not properly designed and/or monitored, a potentially significant impact could occur. To address these issues, short-term (during construction) and long-term erosion control (after construction) methods must be in place. Mitigations to address short-term impacts include minimizing erosion of exposed soil during construction through use of approved and appropriately implemented best management practices (BMPs). Long-term mitigations include maintaining proper storm water runoff and permanent erosion control measures. Although many of these BMPs are intended to avoid adverse impacts on the quality of water bodies and their associated habitat value, it is ultimately through reduced soil erosion that both soils stability and improved water quality are achieved. Septic – The two existing homes on the property have on-site septic systems. The project site is not large enough to meet the minimum standard of ½ acre per residential unit for septic systems, therefore each of the four proposed parcels and homes will be connected to the municipal sewer system. The ability of the soil to support septic systems becomes irrelevant.				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
Mitigations: 1. A Soils Investigation/Geotechnical Report prepared by the developer's representative shall be prepared. Once accepted as complete by the City, the improvement plans for construction on the site shall incorporate all design and construction criteria specified in the report. The project geotechnical engineer shall approve and sign the improvement plans as conforming to his/her recommendations prior to final approval, assume responsibility for inspection of the work, and certify to the City, prior to acceptance of the work, that the work performed is adequate and complies with his/her recommendations. 2. The incorporation of the final grading and drainage plan shall be subject to review and approval by the City Engineer prior to issuance of a grading or building permit on the site. All project-related grading, trenching, backfilling, and compaction operations shall be conducted in accordance with the approved plan. 3. Storm water runoff on the site should be directed to a subsurface or a properly surfaced in-street storm drainage system to avoid runoff of topsoil and soil erosion. 4. All construction activities shall meet the Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.). 5. Permanent erosion control measures shall be placed on all slopes. Until permanent vegetation can be established, temporary erosion control measures shall be implemented through the first winter. 6. Unless otherwise approved by the City, the project application shall ensure that grading or excavation activities shall be limited to the period between April 15 and October 15. No such grading or excavation shall be performed except in accordance with the approved plan and schedule. Modifications to the construction time frame may be imposed/approved by the City based on weather and site conditions. Conclusion: With the mitigations in place, the effect on geology and soils is reduced to a <i>less-than-significant impact</i>.				
VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a. Create a significant hazard to the public or the environment through the routing, transport, use or disposal of hazardous materials?				✓
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
h. Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed				✓

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
with wild lands?				
Discussion: A project will normally have a significant environmental effect when people become exposed to significant hazards, such as through the transport of hazardous materials, accidental release of hazardous materials onto the ground or into the air. Significant effects may also occur with the unearthing of hazardous materials during construction or by developing near an airport or in an area subject to wild land fires. The project will not include land uses that require the transportation, handling or disposal of hazardous materials. Similarly, the site is not located within any airport land use plan boundaries. Further, there are no known contaminants on the site and the site is not listed on site assessment report prepared by Vista Information Solutions (2002), which identifies property located within the City of St. Helena that contains or potentially contains pollutants or hazardous waste. Furthermore, the proposed project will neither interfere with an existing emergency response or evacuation plan, nor subject residents to risks associated with wild land fires. However, where the project could impact the environment is through the use of heavy equipment on the site, primarily due to excavation activities, hauling of materials, and the completion of on-site repairs to mechanical equipment. Although the potential for release of hazardous materials or emissions into the environment as a result of these activities is considered low and less than significant, standard mitigation measures are provided below as a precautionary measure requiring all repairs to equipment and vehicles during construction be conducted off the premises. Further, all storage of paints and other materials associated with construction activities will require specific review by the City prior to being stored on the site, and will be required to be properly labeled and stored to ensure safe handling and minimize the risk of exposing the site to hazardous materials as a result of an accidental spill. Mitigations: 1. No hazardous materials (e.g. fuel, oil, paints and solvents, fertilizer, growth inhibitors, etc.) shall be stored on the site without first providing a plan to the City and receiving approval of said plan by the City, which includes, but is not limited to, identification of the type of materials, their intended use during construction, a schedule for use on the site, and the method of enclosed storage in areas that are not susceptible to infiltration by water. 2. In the event of a hazardous spill both the City's Fire Department and the State Office of Emergency Service (OES) shall be contacted. Conclusion: The potential for adverse effects resulting from hazards or hazardous materials is considered a less-than-significant impact; however, these mitigations above are provided as a standard precautionary measure as part of the development.				
VIII. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?		✓		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?				✓
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a				✓

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Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
manner which would result in flooding on- or off-site?				
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			✓	
f) Otherwise substantially degrade water quality?				✓
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j) Inundation by seiche, tsunami, or mudflow?				✓
Discussion: A project will normally have a significant environmental effect if it substantially degrades water quality, contaminates a public water supply, substantially depletes or interferes with groundwater discharge, or exposes people or property to risks from flooding. The four properties will be served by a private street that is proposed to dead end at the most northerly parcel, #4. The existing driveway will be removed and re-graded. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for stormwater subdrain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street. Although the impacts resulting from the project on hydrology and water quality are considered to be less than significant, the following mitigations are provided as precautionary measures to address construction-related impacts on water quality: Mitigations: 1. The Developer shall ensure that no construction materials (e.g., concrete, paint, sediment) are conveyed into the storm drain system. The developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system. 2. All materials that could cause water pollution (i.e., motor oil, fuels, paints, etc.) shall be stored and used in a manner that will not cause any pollution. All discarded material and any accidental spills shall be removed and disposed of at an approved disposal site. 3. All construction activities shall be performed in a manner that minimizes, to the maximum extent practicable, any pollutants entering directly or indirectly the storm water system or ground water. The Developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system. 4. Developer shall meet the requirements of discharging to a public storm drainage system as required to ensure compliance by the City with all applicable state and federal laws. 5. Developer shall mark all new storm drain inlets with permanent markings, which state "No Dumping—Flows to River." This work shall be shown on improvement plans. 6. Demolition materials and solid waste, including broken asphalt and concrete, soils stockpiles, steel, wood and metal scraps, domestic waste, and similar materials, shall be properly managed to prevent the accumulation of dust or similar materials that can degrade water quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility. 7. The collection of materials, such as construction debris and dirt, within the public right-of-way adjacent to the site shall be prohibited. 8. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
for a period of 10 days or more to reduce the accumulation of dust particles in the air. 9. Drainage shall be designed as required by adopted City standards and shall not impede any natural existing drainage from adjacent parcels. <u>Conclusion:</u> The potential for adverse effects on hydrology and water quality is considered a less-than-significant impact; however, these mitigations above are provided as a standard precautionary measure as part of the development.				
IX. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or resolution of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓
<u>Discussion:</u> A project will normally have a significant environmental effect if it will conflict with adopted environmental plans or community goals or divide the physical arrangement of an established community. The property is designated Medium Density in the General Plan. The Medium Density district is the primary residential district within the City of St. Helena. The district provides for single-family detached homes, second units, attached duplexes and triplexes, limited agricultural uses and compatible uses. Residential densities shall not be less than 5.1 dwelling units per acre nor more than 16 dwelling units per acre, based on the <u>net parcel area</u>. "Net parcel area" means the total horizontal area included within the property lines of a parcel, excluding area within vehicular rights-of-way and vehicular easements. The gross parcel area is approximately 0.94 acres or 40,946.40 sq. ft. The net parcel area, the area that does not include the private street, is 33,444 sq. ft. or .77 acres. Therefore, the minimum density is 4 dwelling units (0.77 x 5.1). <u>Conclusion:</u> The proposed project would have no impact on land use and planning related issues, and therefore no mitigations are required.				
X. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓
<u>Discussion:</u> A project will normally have a significant environmental effect if it proposes activities that will deplete known mineral resources of local or regional importance. There are no known mineral resource sites on the project site. <u>Conclusion:</u> The proposed project will result in no impact on mineral resources, and therefore no mitigations are required.				
XI. NOISE. Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b. Exposure of persons to or generation of excessive ground borne			✓	

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Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
vibration or ground borne noise levels?				
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan, would the project expose people residing or working in the project area to excessive noise levels?				✓
Discussion: Under CEQA Guidelines, a project will normally have a significant environmental effect if it substantially increases the ambient noise levels in the area. The City of St. Helena General Plan defines significance criteria as an increase in the noise environment of 5 dBA, constituting a noise impact. With respect to temporary noise impacts associated with construction, substantial increases in ambient noise levels are deemed significant with reference to the duration of the construction phase, the maximum noise levels to which sensitive receptors would be exposed, and the time of day during which construction would occur. Noise within the vicinity of the project site is characterized primarily by automobile traffic on the City's roads. The proposed project will contribute to the ambient noise level resulting from an increase in traffic generated from the development (approximately 10 trips per day per unit). However, the noise generated from the project is consistent with the residential use envisioned for the property and would not be considered substantial within an urban setting and its surroundings. Therefore, this potential impact is considered to be less-than-significant and well within the City of St. Helena General Plan standard for exterior noise. Noise and vibration associated with construction activities represent a potentially significant short-term impact, particularly during excavation and grading activities on the site. Heavy machinery will be required to provide devices that warn people of their use when backing up, which can also create noise. These short-term impacts will be reduced to a less-than-significant level as follows through mitigation measures, such as maintaining certain construction hours, keeping equipment turned off when not in use, having proper muffler devices installed on heavy equipment and applying dust control measures during construction. Mitigations: 1. To reduce disturbance of residents in the project vicinity, construction activities, which generate noise that can be heard at the property line of any parcel of real property within the City limits, shall be limited to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of equipment and removal of debris associated with the demolition of this structure shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits. 2. Construction equipment must have state-of-the-art muffler systems required by current law. Muffler systems shall be properly maintained. 3. Noisy stationary construction equipment, such as compressors, shall be placed away from developed areas off-site and/or provided with acoustical shielding. 4. Grading and construction equipment shall be shut down when not in use. Conclusion: With these mitigations in place, the effect on noise is reduced to a less-than-significant impact.				
XII. POPULATION AND HOUSING. Would the project:				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or				✓

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Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
indirectly (for example, through extension of roads and other infrastructure)?				
b. Displacing substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓
Discussion: A project will normally have a significant environmental effect if it will displace a large number of people or induce substantial growth or concentration of population. The project site is currently developed with two single family detached homes and the proposed project would have four single family detached homes. The increase of two homes is not a significant impact on population and housing. Conclusion: This project would have no impact on population and housing.				
XIII. PUBLIC SERVICES. Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services including:				
i) Fire Protection?			✓	
ii) Police Protection?			✓	
iii) Schools?			✓	
iv) Parks?			✓	
v) Other Public Facilities?			✓	
Discussion: A project will normally have a significant environmental effect if it exceeds the ability of public services to accommodate the development. The proposed project will not directly result in a substantial increase in demand for services. Adequate fire and police protection, and other facilities identified in this topical issue, are available to serve the proposed project. Convenient access to utilities will also be required as part of the development. The property owner will be required to pay applicable development impact fees, including those for schools (Nov. 2006 rate of \$2.24 per sq. ft.) and public safety (Nov. 2006 rate of \$1.04 per sq. ft.). The applicant will also be required to pay a water conservation retrofit fee, or to the extent allowable by City regulation to retrofit outdated fixtures in existing residential units, at a rate of five existing homes per every new residential unit on the site. In compliance with municipal code Chapter 17.146, Housing Trust Fund, Housing Impact Fee and Inclusionary / In-Lieu Fee Requirements, the housing fees at the rate of 2.5% of the valuation of construction are also required. The existing floor area is credited against the fee calculation. The amount of the fee for the two new homes and additional floor area to the two existing homes is 2.5% of the valuation of the construction. Mitigation: 1. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for schools, public safety and housing at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion: The potential for an adverse effect on the demand for public services resulting from this project is considered to be a less-than-significant impact.				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
XIV. RECREATION. <i>Would the project:</i>				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that a substantial physical deterioration of the facility would occur or be accelerated?			✓	
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	
<u>Discussion:</u> A project will normally have a significant environmental affect if it conflicts with established recreational uses or facilities. The provision, maintenance and enhancement of parks throughout the City are an integral part of the community's planning and development for new construction, particularly in residential development where the demand for such uses is the highest. Parks are critical amenities, providing opportunities for outdoor recreation, community gatherings and celebration. Parks can also help to physically link the community, such as by a multi-use trail system or recreational uses along a watercourse like the Napa River. Approval of this project will not result in a substantial or significant increase in the use of existing City or regional parks and will not require the construction or expansion of new recreational facilities. The proposed project, with a total of four single family detached homes will have a minor effect on recreational facilities that serve the local population. The estimated population serving this proposed development can be accommodated within the City's parks. Moreover, the applicant will be required to pay a civic improvement fee of approximately \$2.25 per square foot of new residential construction, which is required of all new developed to assist in, among other things, the development and maintenance of recreational facilities in the community. <u>Mitigation:</u> 1. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for civic improvement at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. <u>Conclusion:</u> The proposed project will result in no impact on recreation resources.				
XV. TRANSPORTATION/TRAFFIC. <i>Would the project:</i>				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				✓
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				✓
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersection) or incompatible uses (e.g., farm equipment)?				✓
e) Result in inadequate emergency access?				✓
f) Result in inadequate parking capacity?				✓
g) Conflict with adopted policies supporting alternative				✓

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Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
transportation (e.g., bus turnouts, bicycle racks)?				
Discussion: A project will normally have a significant environmental effect if it causes a traffic increase that is substantial in relation to existing traffic load and capacity. The total of four single family detached homes (two new homes in addition to two existing single family homes) is not considered a significant increase in traffic. Mitigation 1. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for traffic at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion – The project would have a less-than-significant impact on transportation/traffic, however the aforementioned mitigations would further reduce these impacts.				
XVI. Utilities and Service Systems. Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?		✓		
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				✓
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		✓		
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				✓
g. Impact with federal, state, and local statutes and regulations related to solid waste?				✓
Discussion: A project will normally have a significant environmental effect if it breaches public standards relating to solid waste or litter control, exceeds the design capacity of existing storm water, potable water or wastewater transmission lines or treatment facilities, or conflicts with established plans of utility providers for gas, electricity, cable or telephone service. The site is designated for urban development in the City's General Plan and Zoning Ordinance, and therefore development of the site is considered to be suitable for service with domestic water and sewer treatment. The proposed project would connect to existing domestic water, sewer treatment and drainage facilities. Landscape irrigation will be provided by an on-site well. The homes are served by municipal water, but not by sewer. If the project is approved, the septic system for the two existing homes will be removed and all four properties will be connected to city sewer. The developers will be required to acquire Council approval of a reimbursement agreement for and extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
and any other potentially benefiting parcels, and to construct a City Standard lateral to serve all four parcels and provide capacity for any potentially benefiting contiguous parcels beyond. <u>Water</u> Under normal rainfall conditions, sufficient water supply exists in the City to accommodate the total of 4 housing units. However, the winter rainfall of 2006-2007 was below normal and the City of St. Helena has entered into water rationing. Under current regulations (Municipal Code sec. 13.04.260 Phase IV water regulations) new water connections are not prohibited until the city enters Phase IV of mandatory rationing. Partial mitigation of the project impacts will be accomplished by compliance with municipal code Chapter 13.12, Water Use Efficiency and Use Guidelines. Pursuant to municipal code section 13.12.050 new development projects are required to mitigate their water demand through off-site retrofitting. In place of or in combination with retrofitting, an in-lieu fee may be paid or an alternative innovative method of mitigating water use may be proposed and approved by the Public Works Director. Additionally, a water impact fee is assessed against homes at the time of issuance of building permits. As of November 1, 2006, this fee was increased to \$5.33 per square foot for single family homes. The purpose of the fee is to help maintain the existing system and contribute to the additional costs that will be incurred with the planned future improvements to the wastewater treatment plant. The project map shows four water laterals commencing at Sulphur Springs Avenue to feed each of the four parcels. The Public Works Department recommends that the final map be revised to show one water main along the easterly side of the private street to the southerly edge of Parcel #4, with four laterals off of the main to service the four parcels. <u>Mitigation Measures for Water Resources:</u> 1. The Final Map shall be revised to show one water main along the easterly side of the private street to the southerly edge of Parcel #4, with four laterals off of the main to service the four parcels. 2. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for water at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. 3. This project is subject to the water conservation measures and toilet retrofit program as set forth in municipal code Chapter 13.12, Water Use Efficiency and Use Guidelines. Five toilet retrofits per single family house must be completed prior to issuance of building permits, or an in-lieu fee of \$1,000 per retrofit will be collected. It is the responsibility of the developer to show proof of retrofit completion at the time the certificate of occupancy is issued or the in-lieu fee will not be refunded. 4. Water conservation measures shall be incorporated into project design and construction in accordance with applicable codes and ordinances, including installation of ultra-low volume flush toilets and urinals, showerheads, toilets and faucet aerators. 5. Installation of on-demand hot water heater with recirculating pump. 6. No building permits shall be issued if the city has entered a Phase IV or V water shortage emergency. 7. No water shall be used for cleaning streets during or following construction activities; flushing storm drains; and flow testing for fire sprinkler design except as approved by city director of public works. 8. Non-potable water shall be used for grading, dust control, street, pipeline or similar construction. 9. Prior to construction within existing roadway areas, the property owner shall ascertain the location of all underground utility systems and shall design any proposed subsurface utility extensions to avoid disrupting the services of such systems. <u>Wastewater</u> The City's existing wastewater treatment plant capacity is limited by permit to 0.5 mgd per day during the three dry months of the year. The permit has been exceeded during past years and the City has been notified by the Regional Water Quality Control Board that treatment plant upgrades and an amended permit are required. The capacity issues of the wastewater treatment plant are a function of nutrient load (intensity of effluent) and dry				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
weather flow (amount of effluent). The Regional Water Quality Control Board has not requested that there be a moratorium on new connections to the treatment plant. Partial mitigation of the project impacts will be accomplished by the payment of a sewer impact mitigation fee. The sewer impact fee will be assessed against all homes, new and existing, at the time of issuance of building permits. As of November 1, 2006, this fee was increased to \$4.30 per square foot for single family homes. The purpose of the fee is to help maintain the existing system and contribute to the additional costs that will be occurred with the future expansion and upgrade of the wastewater treatment plant. <u>Mitigation Measures for Wastewater:</u> 1. The project developer shall extend the municipal sewer westerly on Sulphur Springs Ave. to the project site (a distance of approximately 600 feet) and shall construct a City Standard lateral to serve all four parcels. The sewer shall be sized appropriately for the future connection of any other potentially benefiting parcels. Developers will be required to obtain Council approval of a reimbursement agreement for future connections to the sewer line. The City Engineer and project owner may agree to credit the sewer impact fee for any required oversizing of the sewer pipe, in lieu of a reimbursement agreement. 2. Prior to approval of final map and annexation to the sewer district, the developer shall enter into an agreement with the City Engineer to fully mitigate the increased sewage effluent load and flow created by the project. No building permits for the project shall be issued until the mitigation has been completed or the capacity limits on the wastewater treatment plant operating permit have been increased by the RWQCB. Mitigation shall include the following: • The applicant shall make improvements or contribute an enhanced fee to fund improvements to address dry weather water infiltration and inflow to offset the increased flow attributable to the project. • The applicant shall either make improvements or contribute an enhanced fee to fund improvements that result in an amended permit to offset the increased load attributable to the project. 3. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for sewer at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. <u>Mitigation Measures for Solid Waste</u> The project site will be served by Clover Flat landfill, which has a permitted capacity of 2.7 millions tons of solid waste and has yet to reach one-half of this capacity. 11. During the construction period of the project, the property owner shall use the franchised garbage hauler for the service area in which the project is located to remove all wastes generated during project development, unless Developer transports project waste. If the property owner transports the project's waste, property owner shall use the appropriate landfill for the service area in which the project is located. 12. The property owner shall provide for the source separation of wood waste for recycling. The property owner shall use the franchised garbage hauler for the service area in which it is located for collection of such wood waste, unless the property owner transports such wood waste to a location where wood waste is recycled. <u>Mitigation Measures for Storm Drain</u> 13. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for storm drain at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion – The effects on water resources and wastewater treatment capacity would be considered a potentially-significant impact; however the mitigation measures proposed will reduce those to less than significant.				
XVII. Mandatory Findings of Significance.				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or				No

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
animal, or eliminate important examples of the major periods of California history or prehistory?				
b. Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?				No
c. Does the project have impacts which are individually limited, but cumulatively considerable? (<i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in conjunction with the effects of past projects, the effects of other current projects and the effects of probable future projects.</i>)				No
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				No
<u>Discussion:</u> With the mitigations identified in this Initial Study in place, the project would not have a significant adverse impact on the environment. Although there will be temporary, short-term impacts resulting from project construction, these effects are reduced to a less-than-significant level through mitigation measures. Water use and wastewater generation impacts have been mitigated through project design and by improvements to the systems. The overall effect is that this project will have a <i>less-than-significant impact</i> on the environment, and in some ways will actually serve to improve the environment by accomplishing "smart growth" principles, such as encouraging and providing for residential development on infill parcels rather than continuing to extent the boundaries where urban growth can occur.				

CITY OF ST. HELENA

RESOLUTION No. 2016-16

**APPROVING AN EXTENSION OF TENTATIVE PARCEL MAP 2005-77 TO ALLOW
THE SUBDIVISION OF 1486 SULPHUR SPRINGS AVENUE INTO FOUR SEPARATE
PARCELS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT**

RECITALS

- A. On May 4, 2015, Robert Greer of Rutherford Investors, LLC requested approval of an extension of a previously approved Tentative Parcel Map (2005-77) which approved subdivision of an (approximately) 40,946 square foot parcel into four individual parcels for single family residential development. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.; and
- B. This Tentative Parcel Map had been previously approved by the Planning Commission and City Council; and
- C. This Tentative Parcel Map had benefitted from the automatic Map extensions granted by the State and also from a Tentative Map Extension granted by the City Council; and
- D. Pursuant to St. Helena Municipal Code §16.16.110, upon application of the subdivider (filed at least twenty (20) days prior to the expiration of the tentative map), the time at which such map expires may be extended by the City Council for one year and said extension may be granted up to three times, and
- E. In addition, the State of California passed numerous legislation providing automatic extensions to Tentative Maps in response to the economic impacts of the "Great Recession", which has granted additional validity to the approved Map beyond the time which would typically be permitted for a Parcel Map.

FINDINGS

NOW, THEREFORE, the City Council of the City of St. Helena does find:

- 1. That the proposed extension and the previously approved Tentative Parcel Map was subject to the requirements of the California Environmental Quality Act (CEQA) and that no significant environmental impact will result from said actions.
- 2. That the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, any applicable specific plan, and other applicable provisions of this code; and
- 3. That the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the state Subdivision Map Act and any guidelines promulgated by the city council.

RESOLUTION

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

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

1. Pursuant to the Municipal Code, Section 16.16.100, and the Subdivision Map Act of the State of California the tentative map approval is valid for an additional one (1) year period ending June 6, 2016, and no extensions of Parcel Map 2005-77 shall be permitted beyond this date.
2. All uses of the properties shall be in compliance with the MR: Medium Density Residential zoning district regulations.
3. Compliance with all conditions of approval identified and required in Tentative Parcel Map Resolution 2005-77 (Exhibit A attached hereto) are required. Evidence of compliance with these requirements must be demonstrated on all plans submitted for building permit and/or encroachment permit review, as appropriate.
4. Compliance and implementation of all stipulations and requirements identified in the Initial Study, Mitigated Negative Declaration and the resulting Mitigation Monitoring and Reporting Plan (Exhibit B attached hereto) is required to be clearly demonstrated on all plans submitted for build permit and/or encroachment permit review.
5. The applicant/owner shall be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels (as determined by the Public Works Director). The applicant/owner must request City Council approval of a reimbursement agreement if desired.
6. Design Review and other discretionary approvals (as identified in the City of St Helena Municipal Code) are required for construction and/or relocation of each of the homes proposed on the newly created parcels prior to submittal for building permits.

Public Works Conditions

7. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
8. Provide details of any and all proposed fencing and/or walls on all plans submitted for building permit review.
9. The project conditions of approval require the construction of ADA compliant improvements along the property front including driveway, sidewalk, curb, and gutter. Said improvements shall be identified and incorporated into all plans submitted for building and encroachment permit approval. Standard frontage improvements cross section consists of a 5' landscape area, 5' sidewalk (measured from TC), 8' parking (including gutter pan), 5' bike lane, 12' vehicle lane; in each direction. Any new asphalt shall taper back to the existing edge of pavement. As a component of these frontage improvements, the project shall reconstruct the roadway to the centerline, and slurry seal the entire road along the project frontage.
10. Recognizing the applicants have requested an alternative frontage improvement design consisting of a drainage swale, landscaped area and a decomposed granite pathway be approved, the applicants shall pay an in-lieu fee covering the entire costs of standard frontage improvements (design referenced above in Condition 9.), prior to final map recordation. The final determination regarding the value of these improvements shall be made by the Director of Public Works.
11. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
12. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be handled on site and/or diverted at the property lines to prevent inundation of neighboring properties. All stormwater and erosion control plans shall conform to the latest State and City codes at a minimum.
13. Prepare and implement a Stormwater Control Plan as required by the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual, dated July 14, 2014.

14. Site plans submitted for building permit review shall identify the location of any trees within the project area. Additionally, please identify all existing vegetation including location, species, and sizes and also indicate what vegetation is to be protected or removed.
15. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.
16. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
17. This project is subject to the City's Water Neutrality Policy which states that all new development must be water neutral. Prior to recordation of the final map, a water neutrality analysis must be prepared that identifies the offsite improvements required by this project. Alternatively, a note shall be added to the final map stating that no building permits will be issued until water neutrality requirements are met.
18. All wastewater lines of the proposed development must be connected to the St. Helena sewer system and designed in accordance with the City sewer system standards, including sewer cleanouts at the property line.
19. Construct curb, gutter and sidewalk along the project frontage on Sulphur Springs Road per City specifications prior to Certificate of Occupancy.
20. Install a concrete driveway approach on Sulphur Springs Road per current City and ADA standards prior to Certificate of Occupancy.
21. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.
22. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.

23. The applicant shall be required to obtain an encroachment permit for improvements in the public right-of-ways prior to receiving a grading or building permit, authorizing site work, or construction activities on the site.

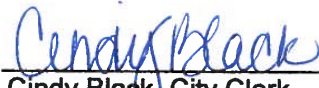
Approved at a Regular Meeting of the St. Helena City Council on January 26, 2016, by the following vote:

Mayor Galbraith:	<u>YES</u>
Vice Mayor White:	<u>YES</u>
Councilmember Crull:	<u>YES</u>
Councilmember Dohring:	<u>YES</u>
Councilmember Pitts:	<u>YES</u>

APPROVED:


Alan Galbraith, Mayor

ATTEST:


Cindy Black, City Clerk



Allison Mattioli

From: Erica Ahmann Smithies
Sent: Tuesday, December 12, 2017 3:08 PM
To: Murphy, Gregory M.; Tom Brown - City Attorney
Cc: Mark Prestwich; Allison Mattioli; Noah Housh
Subject: FW: Sulphur Springs Final Map

Gregory/Tom,

Does the below email work for you and do we need to provide copies for Council on the dais this evening?

Erica Ahmann Smithies, PE
Public Works Director/City Engineer
City of St. Helena
1480 Main Street
St. Helena, CA 94574
707-968-2629 (office)
707-312-1471 (cell)

-----Original Message-----

From: Lester Hardy [mailto:lester@lfhardy.com]
Sent: Tuesday, December 12, 2017 2:54 PM
To: Erica Ahmann Smithies <ESmithies@cityofsthelena.org>
Subject: RE: Sulphur Springs Final Map

Hi Erica,

I spoke to Deputy City Attorney Greg Murphy, who advised that I could address the City Attorney's concerns in an email reply to you. I have discussed the substance of your message (and my conversation with Greg) with Rob Greer, of Rutherford Investors, LLC, and on behalf of my client, I am writing to inform you that my client understands that the Final Map is on tonight's City Council agenda for approval, but that the requested Reimbursement Agreement for the Sewer Main Extension will be noticed for a subsequent City Council meeting. My client further understands that the requirement to bond or construct the Sewer Main Extension will remain in full force and effect even if we are unable to reach an agreement with the City on the terms of the requested Reimbursement Agreement.

Thank you for your attention to this matter.

Best regards,

Lester Hardy

Law Offices of Lester F. Hardy
P.O. Box 667 (mailing address)
1500 Railroad Avenue (physical address)
St. Helena, CA 94574
office tel. (707) 967-9610
mobile tel. (707) 480-8093

This message is confidential. All legal privileges are asserted. If received in error, please let us know immediately and destroy this message. Please note: there are no tax specialists in this law office; any comments on tax-related matters are intended to be discussed with your tax advisor, and nothing said here may be used for the purpose of avoiding tax penalties sought by the I.R.S.

-----Original Message-----

From: Erica Ahmann Smithies [mailto:ESmithies@cityofsthelena.org]

Sent: Tuesday, December 12, 2017 12:06 PM

To: Lester Hardy

Subject: Sulphur Springs Final Map

Lester,

Our City Attorney has advised us that the applicant(s) should acknowledge in writing (before this evening) the requirements for the installation of the sewer main if the Final Map is to move forward tonight without the sewer agreement. Tom Brown has said to feel free to contact him if you have any questions or if you want to call me beforehand please do. I would have copied Robert, but don't have his email in my phone. I'm out of the office, but will be back shortly.

Thank you,

Erica

Erica Ahmann Smithies

Public Works Director/City Engineer

City of St. Helena

(707) 968-2629 (direct line)

(707) 312-1471 (cell)

Outlook<<https://aka.ms/qtex0l>> for iOS

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**Resolution approving the Final Map for Sulphur Springs
Subdivision Parcel Map and authorizing the City
Manager to execute the Subdivision Improvement
Agreement and Deferred Improvement Agreement**

RECITALS

- A. On June 5, 2007, the City of St. Helena Planning Commission approved the Tentative Parcel Map 2005-77 and associated Conditions of Approval for the Sulphur Spring Subdivision Parcel Map; and
- B. Rutherford Investors, LLC submitted to the City for approval a Final Map for the Tentative Parcel Map; and
- C. City staff has reviewed the proposed Final Map, attached hereto as Exhibit A, and finds it to be technically correct and that all applicable Final Map conditions of approval have been satisfied; and
- D. A Subdivision Improvement Agreement and Deferred Improvement Agreement have been approved by the City Attorney and bonds will be posted to the City for the construction of the required improvements prior to recordation.

RESOLUTION

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

- 1. Finds that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services; and
- 2. The location and configuration of lots to be created by the Final Parcel Map substantially comply with the previously approved Tentative Parcel Map; and
- 3. The Final Parcel Map for the Sulphur Spring Subdivision Parcel Map located at 1486 Sulphur Springs Avenue, a copy of which is hereby attached as Exhibit A and made part of this Resolution, is hereby approved; and
- 4. The City Manager is directed to execute the Subdivision Improvement Agreement and Deferred Improvement Agreement and the City Clerk is directed

to transmit the Final Map to the County Recorder of the County of Napa for recording.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the City Manager to execute an Memorandum of Understanding (MOU) between the Regents of the University of California and the City of St. Helena for the Pollinator Garden located at 1492 Library Lane

CEQA Determination: Not a CEQA project

Prepared By: Carlos Uribe, Maintenance Manager

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Approximately three years ago a bee garden was started through the library programming. The garden is located on the north side of the City's library building at 1492 Library Lane, outside of the Children's Library area.

DISCUSSION

Over the past three years, the garden has evolved from a "Bee Garden" into a "Pollinator Garden" and an informal partnership has been established between the City and the Master Gardeners (University of California Cooperative Extension for the Napa Master Gardeners). The Master Gardeners and the City would like to formalize the partnership through a MOU.

The proposed MOU establishes a mutually beneficial partnership approach for the management of the pollinator garden to ensure it is maintained and serves as a functional learning space. The term of the MOU is for a period of five (5) years unless mutually extended. Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

If approved the Master Gardeners will agree to:

- Spread mulch and compost, maintain the irrigation equipment in the garden, replace plants that fail to thrive, plant approved additions to the garden and provide monthly guidance on seasonal irrigation adjustments.
- Recruit and train community volunteers to pull weeds and maintain the appearance of the garden and will require all volunteers to complete and submit a City provided volunteer waiver.
- Conduct a minimum of two (2) educational workshops annually in the garden providing relevant topics and trained speakers. UC Master Gardeners will coordinate promotions with City and other partners. UC Master Gardeners will coordinate workshops a minimum of two (2) weeks before any event, and will not promote or conduct any event without prior approval from the City.
- Train, educate and supervise community volunteers in garden maintenance to build skills and support the Pollinator Garden.

The MOU includes the following responsibilities for the City:

- Assure access to the Pollinator Garden site for the UC Master Gardeners and related volunteers for the maintenance of the Pollinator Garden and for UC Master Gardeners programs approved by the City.
- Provide access to the library public meeting room, when available, for City approved UC Master Gardeners training and public education.
- Provide water through the installed irrigation equipment that is sufficient to maintain the plants in good health. However, if any water conservation measures are enacted, UC Master Gardeners will be required to follow any all regulations, regardless of effect on the plants.
- Manage the irrigation controller and main irrigation lines, as needed, to regulate the water supply.
- Support a minimum of two (2) educational garden events annually, by allowing the Pollinator Garden to be used for these events, and to the greatest extent possible within the City's budget the City will help promote such events.
- Provide plant information or links on the City web site or a link to NMG UC Master Gardeners web site.
- Promote community volunteers to weed and maintain garden appearance, through the regular volunteer outreach program(s).
- If funding is available, City will provide plant signs, and plant materials to replace plants that fail to thrive.
- Provide mulch as needed from City mulch and compost supplies. City will not purchase mulch from outside sources. If mulch or compost is desired from an outside source, it will be the responsibility of the UC Master Gardeners to arrange for the purchase and delivery of the mulch or compost.
- If funding is available, City will provide irrigation equipment and supplies, as deemed appropriate by the Director of Public Works.

FISCAL IMPACT

There will be a minimal fiscal impact. Per the agreement, while not required, it is anticipated the City will commit \$500 annually to cover irrigation supplies, plants, signage and other items deemed appropriate by the Director of Public Works.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached Resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the Regents of the University of California and the City of St. Helena for the Pollinator Garden located at 1492 Library Lane

ATTACHMENTS

[1. Pollinator Garden MOU](#)

[2. Pollinator Garden Resolution](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND THE CITY
OF ST. HELENA**

This Memorandum of Understanding ("MOU") is made on June 13, 2017 between the Regents of the University of California on behalf of its UC Cooperative Extension for Napa County and its University of California Master Gardeners of Napa County (collectively, the "UC Master Gardeners"), and the City of St. Helena ("City").

RECITALS

WHEREAS, the UC Master Gardeners and the City have collaboratively planted a pollinator demonstration garden at the St. Helena Library located at 1492 Library Lane, St. Helena, CA, 94574; specifically located at the north side of the building ("Pollinator Garden"); and

WHEREAS, it is the intent of the parties to continue the collaborative efforts to expand community outreach and education regarding pollinator gardening, water conservation and planting of drought tolerant plants; and

THEREFORE, the parties agree as follows:

1. Master Gardeners Responsibilities.

- a. UC Master Gardeners agree to spread mulch and compost, maintain the irrigation equipment in the garden, replace plants that fail to thrive, plant approved additions to the garden and provide monthly guidance on seasonal irrigation adjustments.
- b. UC Master Gardeners will recruit and train community volunteers to pull weeds and maintain the appearance of the garden and will require all volunteers to complete and submit a City provided volunteer waiver.
- c. UC Master Gardeners will conduct a minimum of two (2) educational workshops annually in the garden providing relevant topics and trained speakers. UC Master Gardeners will coordinate promotions with City and other partners. UC Master Gardeners will coordinate workshops a minimum of two (2) weeks before any event, and will not promote or conduct any event without prior approval from the City.
- d. UC Master Gardeners will train, educate and supervise community volunteers in garden maintenance to build skills and support the Pollinator Garden.

a. City Responsibilities:

- a. City agrees to assure access to the Pollinator Garden site, for the UC Master Gardeners and related volunteers for the maintenance of the Pollinator Garden and for UC Master Gardeners programs approved by the City.
- b. City will provide access to the library public meeting room, when available, for City approved UC Master Gardeners training and public education.
- c. City agrees to provide water through the installed irrigation equipment that is sufficient to maintain the plants in good health. However, if any water conservation measures are enacted, UC Master Gardeners will be required to follow any all regulations, regardless of effect on the plants.
- d. City will manage the irrigation controller and main irrigation lines, as needed, to regulate the water supply.

- e. City will support a minimum of two (2) educational garden events annually, by allowing the Pollinator Garden to be used for these events, and to the greatest extent possible within the City's budget the City will help promote such events.
- f. City will provide plant information or links on the City web site or a link to NMG UC Master Gardeners web site.
- g. City will promote community volunteers to weed and maintain garden appearance, through the regular volunteer outreach program(s).
- h. If funding is available, City will provide plant signs, and plant materials to replace plants that fail to thrive.
- i. City will provide mulch as needed from City mulch and compost supplies. City will not purchase mulch from outside sources. If mulch or compost is desired from an outside source, it will be the responsibility of the UC Master Gardeners to arrange for the purchase and delivery of the mulch or compost.
- j. If funding is available, City will provide irrigation equipment and supplies, as deemed appropriate by the Director of Public Works.
- k. City will make attempt to budget \$500 annually to cover irrigation supplies, plants, signage and other items deemed appropriate by the Director of Public Works. City will not guarantee this funding.

3. Term of MOU

The term of the MOU is for a period of five (5) years unless mutually extended. Either party may terminate this MOU by providing ninety (90) days written notice to the other party.

4. General Provisions

- A. **Notice.** All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered or sent by first class, registered or certified mail; or sent by facsimile transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery, two days after deposit in mail, or upon confirmed receipt by recipient.

<u>City</u> City of St. Helena 1480 Main St. St. Helena, CA 94574 707-967-2792 City Hall Attention: Public Works Director Department of Public Works	<u>UC Master Gardeners</u> UC Cooperative Extension Napa County 710 Soscol Avenue, Suite 4 Napa, CA 94559, 1315 (707) 253-4221 office (707) 253-4434 fax Attention: David Lewis, Director
--	---

- B. **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this MOU, in part or in whole, without the other party's prior written consent. This MOU is binding on the heirs, successors, and permitted assigns of the parties hereto.

- C. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this MOU.

- D. Nondiscrimination.** City and UC Master Gardeners and any Contractors hired by City to perform services contemplated under this MOU shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated by this reference.
- E. Choice of Law and Venue.** This MOU shall be governed by California law, and venue shall be in the County of Napa, California, and no other place.
- F. Severability.** If any provision of this MOU is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the MOU shall remain in full force and effect.
- G. Amendment.** No supplement, amendment, or modification of this MOU shall be binding unless it is in a writing duly authorized and signed by the parties to this MOU.
- H. Provisions Deemed Inserted.** Every provision of law required to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this MOU shall be amended to make the insertion or correction.
- I. Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this MOU and supersedes all prior written or oral understandings or agreements of the parties.
- J. Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- K. Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
- L. Headings.** The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.
- M. Execution in Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

N. Authorization. Each individual executing this MOU, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.

O. Mutual Indemnification. Each party (individually herein as "Indemnifying Party") shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, "Indemnified Party") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Indemnifying Party's performance or failure to comply with any of its obligations under this MOU, but only in proportion to and to the extent that such Liability is caused by or arises from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees, or agents.

P. Dispute Resolution. The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

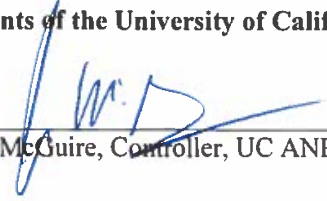
IN WITNESS WHEREOF, the parties agree to the foregoing:

City of Saint Helena:

City Manager

Date: _____

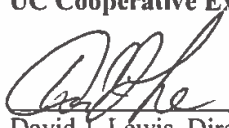
Regents of the University of California



Jake McGuire, Controller, UC ANR

Date: 7/19/17

UC Cooperative Extension Napa



David J. Lewis, Director

Date: 8/3/17

CITY OF ST. HELENA

RESOLUTION NO. 2017-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA AND THE CITY OF ST. HELENA FOR THE POLLINATOR
GARDEN LOCATED AT 1492 LIBRARY LANE**

RECITALS

- A. Approximately three years ago, UC Master Gardeners and the City collaboratively planted a pollinator demonstration garden at the St. Helena Library located at 1492 Library Lane, St. Helena, CA, 94574; specifically located at the north side of the building ("Pollinator Garden"); and
- B. The intent of the parties is to continue the collaborative efforts to expand community outreach and education regarding pollinator gardening, water conservation and planting of drought tolerant plants; and
- C. The City will attempt to budget \$500, annually to cover irrigation supplies, plants, signage and other items deemed appropriate by the Director of Public Works.

RESOLUTION

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

- 1. The City Council hereby authorizes the City Manager to execute the Memorandum of Understanding between the regents of the University of California and the City of St. Helena for the pollinator garden located at 1492 Library Lane.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017, 2017, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, August 22, 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: Mayor Galbraith, Vice Mayor White, City Council Members Dohring, Ellsworth and Koberstein
Absent: None
- 4. PUBLIC FORUM:

Mayor Galbraith opened Public Comment.

Conrad Baldwin and Tom Belt addressed the City Council.

Mayor Galbraith closed Public Comment.
- 5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:

City Manager, Mark Prestwich, discussed his meet-and-greets with the community and Vineyard Valley residents.

Police Chief, Bill Imboden, presented certificates of graduation to the Volunteer Employee Services Academy graduates.

Planning and Community Improvement Director, Noah Housh, provided an update on the Turley Flats building permits and project construction schedule.

Interim Public Works Director, Carlos Uribe, provided an update on Crane Park playground signage and replacement of play structure bridge.

Councilmember Ellsworth informed the community about the Water and Power National Geographic documentary concerning water use in California.
- 6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1. Proclamation - Supporting an End to Hate, Bigotry and Intimidation in All its Forms presented by Mayor Galbraith.
- 7. STAFF BRIEFING

7.1. None
- 8. CONSENT ITEMS

8.1. 2016-2017 Annual Report on the Housing Services Agreement with the Housing Authority of the City of Napa

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation: Receive and file

8.2. Memorandum of Understanding (MOU) between the City of St. Helena and the St. Helena Hospital, with the St. Helena Hospital Committing to Provide Health Care Services to Low-Income Individuals without Medicare or the State of California Medicaid Benefits

CEQA Determination: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Recommendation: Approve

8.3. Consideration and proposed approval of a resolution approving an agreement with the Housing Authority of the City of Napa (HACN) to administer the HOME Grant funded owner-occupied rehabilitation program

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

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation: Approve

8.4. Consideration and proposed approval of a resolution authorizing the Police Department to accelerate the hiring of one Police Officer effective November 1, 2017, in advance of an announced Officer retirement in February, 2018

CEQA Determination: Not a CEQA project

Prepared By: William Imboden, Chief of Police

Recommendation: Approve

8.5. Consideration and approval of a resolution authorizing the City Manager to sign a joint contract between the City of St. Helena and the City of Calistoga with the Up Valley Family Centers to provide State mandated juvenile diversion services, not to exceed \$25,000 annually.

CEQA Determination: Not a CEQA project

Prepared By: William Imboden, Chief of Police

Recommendation: Approve

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

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

NOES: None

ABSENT: None

9. PUBLIC HEARINGS

9.1. None

10. NEW BUSINESS

10.1. Review, Discuss and Provide Direction to Staff and Hansford Economic Consulting on Revised Utility Rate Study

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

Prepared By: April Mitts, Finance Director

Recommendation: Provide direction

City Manager, Mark Prestwich, and Finance Director, April Mitts, reported on this item.

Mayor Galbraith opened Public Comment.

Pat Dell and Mark Smithers addressed the City Council.

Mayor Galbraith closed Public Comment.

Catherine Hansford, HEC Consultant, addressed the City Council.

City Council provided direction to accept staff’s recommendation as amended.

10.2. Discussion and Council Direction of the Proposed Facilities Condition and Needs Assessment RFP

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation: Provide direction

Planning and Community Improvement Director, Noah Housh, reported on this item.

Mayor Galbraith opened Public Comment.

Citizen, Glenn Smith, Pat Dell and Lowell Smith addressed the City Council.

Mayor Galbraith closed Public Comment.

City Council provided direction to issue the RFP and incorporate an appraiser into a list of potential respondent team members.

10.3. City Council requested standing items:

a. City owned Adams Street property update: Receive oral report by staff

b. Waste Water Treatment Plant Upgrade Status: Receive oral report by staff

City Manager, Mark Prestwich, provided an update on the Adams Street property.

Mayor Galbraith opened Public Comment.

Pat Dell addressed the City Council.

Mayor Galbraith closed Public Comment.

City Manager, Mark Prestwich, provided an update on the Waste Water Treatment Plant.

No Public Comment received.

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

- 11.1. September:
- 1. 9/12 - 1st reading of propos
 - 2. truck ordinance
 - 2. 9/12 - Informational update on LAFCO municipal services review and sphere of influence - Admin
 - 3. 9/12 - 4th Qtr Finance Update - Finance
 - 4. 9/12 - Consideration and proposed adoption of a resolution accepting the Water and Wastewater Rate Study and to proceed with the Proposition 218 requirements for a Water and Wastewater Rate Increase - Finance
 - 5. 9/12 - Measure A Amendment – Finance
 - 6. Award of contract for spillway condition assessment at Bell Canyon – Public Works
 - 7. 9/26 - Housing allocation - Planning
- October:
- 1. Sept or Oct After school program – Recreation
 - 2. 10/10 Little League Contract Amendment - Recreation
 - 3. Oct or Nov PH - Consideration and proposed approval of a resolution adopting Recreation fees and charges – Recreation

12. ADJOURNMENT

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 7:55 pm.

The August 22, 2017 minutes were approved at the November 28, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, November 14, 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.

Present: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM:

Anthony Micheli, Peter Brooks, Paula Bauer, Joe McGrath and citizen addressed the City Council.

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

5.1

City Attorney Thomas Brown reported that the City Council authorized the initiation of litigation on one Closed Session matter. If and when the litigation is initiated it will be made public. No reportable action was taken on the remaining items.

City Manager Mark Prestwich announced auditors will finish the annual audit of financials by the December 31, 2017 deadline, there is an Emergency Preparedness Community Workshop Special meeting on November 15, 2017, St. Helena Asset Planning Engagement (SHAPE) Committee will have an upcoming City facilities tour and introduced the new community newsletter titled St. Helena's Informational Newsletter (SHINE).

Public Works Director and City Engineer Erica Ahmann Smithies addressed water quality concerns, provided a tree tunnel pruning update and invited the community to the Arbor Day festivities being held at Baldwin Park on Thursday, November 16, 2017.

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Councilmember Ellsworth commented on the proposed ORCEM/VMT cement factory on the Napa River in Vallejo.

Mayor Galbraith reported on the recent successful community Harvest Festival.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 6.1 Proclamation - Second Annual Saint Helena Movember Mens' Health Month
November 1st – November 30th, 2017 presented to St. Helena Chief of Police
William Imboden

7. STAFF BRIEFING

None.

8. CONSENT ITEMS

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

8.1 Consideration and proposed approval of Minutes:

1. May 2, 2017 Special City Council Meeting
2. May 9, 2017 Regular City Council Meeting
3. May 22, 2017 Special City Council Meeting
4. May 23, Regular City Council Meeting
5. May 30, 2017 Special City Council Meeting
6. June 13, 2017 Regular City Council Meeting
7. June 19, 2017 Special City Council Meeting
8. June 27, 2017 Regular City Council Meeting.

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff recommends adopting the minutes.

8.2 Consideration and Approval of a Resolution 2017-150 Terminating the Local
Emergency Declared by the City Council on October 11, 2017

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Approve Resolution declaring the termination of a local emergency related to the fire in Napa and surrounding counties.

8.3 Consideration and proposed approval of a Resolution 2017-151 (1) authorizing
Amendment #1 in the amount of \$16,350 to the contract with Willdan Financial
Services for a Full Cost Services and Development Impact Fee Study for an
amount not to exceed \$97,890 and (2) authorizing the use of Development
Impact Fees to cover the additional costs for the Development Impact Fee

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study

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

The fiscal impact for Amendment #1 to the contract with Willdan Financial Services will not exceed \$16,350 and will be split equally from the Development Impact Fee Accounts. Funds are available in each account.

Item 8.4 was removed from consent.

- 8.4 Consideration of a Resolution 2017-152 Accepting a Grant from Napa Valley Community Foundation in the Amount of \$87,500 and Approving a General Fund Revenue Budget Increase of \$87,500 to Account #101-3460-0000

Councilmember Paul Dohring moved to approve Consent items 8.1 through 8.3. The motion was seconded by Vice Mayor Peter White and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 8.4 Consideration of a Resolution 2017-152 Accepting a Grant from Napa Valley Community Foundation in the Amount of \$87,500 and Approving a General Fund Revenue Budget Increase of \$87,500 to Account #101-3460-0000

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends the City Council adopt Resolution No. 2017-____ accepting the grant from Napa Valley Community Foundation in the amount of \$87,500 and authorize a General Fund Revenue Budget increase of \$87,500 to 101-3460-0000 for FY 2017/18.

Finance Director April Mitts reported on this item.

No public comment was received.

Councilmember Paul Dohring moved to approve consent item 8.4. The motion was seconded by Vice Mayor Peter White and on roll call carried by the following vote:

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AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

9. PUBLIC HEARINGS

- 9.1 Consideration and proposed approval of a Resolution 2017-153 accepting the Feasibility Analysis and Comparison of Sites for New Affordable Housing Development study prepared by Vernazza Wolfe and Associates through funding from CDBG No. 12-CDBG-8416 and City.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends approval of Resolution No. 2017-___ accepting the Feasibility Analysis and Comparison of Sites for New Affordable Housing Development study prepared by Vernazza Wolfe and Associates through funding from CDBG No. 12-CDBG-8416 and the City.

Planning Director Noah Housh reported on this item.

Mayor Galbraith opened the public hearing and called for public comment.

Pat Dell addressed the City Council.

Mayor Galbraith closed the public hearing.

Vice Mayor Peter White moved to approve a Resolution accepting the Feasibility Analysis and Comparison of Sites for New Affordable Housing Development study prepared by Vernazza Wolfe and Associates through funding from CDBG No. 12-CDBG-8416 and City. The motion was seconded by Councilmember Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: None
ABSTAIN: None

Regular City Council
November 14, 2017

RECUSE: None

10. NEW BUSINESS

10.1 Review and Approval of Three Year City Council Goals and 12-Month Strategic Objectives

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Review and approve three-year organizational goals and 12-month strategic objectives for the City of St. Helena.

City Manager Mark Prestwich reported on this item. The City Council subsequently reviewed and provided direction on each category and goal.

Mayor Galbraith called for public comment at various times during consideration of this item.

Ester Akersloot, Bobbi Monnette, Grace Kistner, Joe McGrath, Elain de Man, Pat Dell, Susanne Ortega, Scott Snowden and Mary Stephenson addressed the City Council.

Councilmember Mary Koberstein moved to continue the meeting beyond 10:00 pm. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Councilmember Geoff Ellsworth moved to approve Three Year City Council Goals and 12-Month Strategic Objectives. The motion was seconded by Vice Mayor Peter White and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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Item 10.2 is continued to the next City Council meeting.

10.2 Discussion regarding the conceptual Mayor's forum

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

11.1 November:

1. 11/28 ADA Policy - HR
2. 11/28 Adoption of utility rates (PH Notice) - Finance
3. 11/28 Hunter Sub. EIR Contract - Planning
4. 11/28 Council Discussion and Direction on Traffic Safety Enhancements on Highway 29 and Pratt Avenue Vicinity - PW
5. 11/28 or December PG&E and Mitchell Dr. property- PW
6. 11/28 Authorizing a contract with Pacific Legacy for Archaeological Collections Management from the St. Helena Flood Control Project.
7. 11/28 Investment Policy - Finance
8. 11/28 Arbor Day Proclamation – PW
- December 12: (December 26 Mtg Cancelled)
9. General Plan EIR award of contract - Planning
10. Little League Contract Amendment - Recreation

12. ADJOURNMENT

Mayor Galbraith adjourned the meeting at 10:11 p.m.

The November 14, 2017 minutes were approved at the December 12, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Wednesday, November 15, 2017 @ 6:00 pm
1500 Main Street, St. Helena Fire Station, St. Helena
CA 94574
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.

Present: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Geoff Ellsworth, and Councilmember Mary Koberstein

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

4. NEW BUSINESS

- 4.1 Community discussion regarding emergency preparedness. Also provide a debrief to residents with additional information related to the recent wildfires.

Mayor Galbraith shared that the meeting will be interactive between the speakers and those in attendance.

St. Helena Fire Chief John Sorensen provided a fire presentation.

Napa County Fire Chief Barry Biermann provided a fire update.

Bread of Life Facilitator Jean Holsten was introduced by City Manager Mark Prestwich. Facilitator Jean Holsten provided a presentation on community engagement and had the attendees break into small groups to determine "what worked well" and "what didn't work well" during the recent firestorms. The results from the groups will be accumulated and provided at a later follow-up meeting.

5. ADJOURNMENT

Mayor Galbraith adjourned the meeting at 8:08 p.m.

Special City Council
November 15, 2017

The November 15, 2017 minutes were approved at the December 12, 2017 City Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, November 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.

Present: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM:

Bobbie Monnette addressed the City Council.

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

City Manager Mark Prestwich provided a SHAPE Committee update.

Finance Director April Mitts provided an update on the annual CAFR and the annual audit is targeted to be complete by December 31, 2017.

Public Works Director and City Engineer Erica Ahmann Smithies provided an update that the water taste/smell condition is safe to drink and Oak Avenue storm drain emergency repair is complete.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1 Proclamation- Arbor Day 2017 presented to Carlos Uribe, Public Works Manager and City Arborist

7. STAFF BRIEFING

None

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November 28, 2017

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 City Council Meeting Minutes of:
 April 21, 2017 Special Meeting Minutes
 July 11, 2017 Regular Meeting Minutes
 August 8, 2017 Special Joint Meeting Minutes
 August 8, 2017 Regular Meeting Minutes
 August 22, 2017 Special Joint Meeting Minutes
 September 6, 2017 Special Meeting Minutes
 September 12, 2017 Regular Meeting Minutes
 September 18, 2017 Special Meeting Minutes
 September 26, 2017 Regular Meeting Minutes (~~To be provided prior to the meeting~~) Provided 11/21/17
 October 4, 2017 Special Meeting Minutes (~~To be provided prior to the meeting~~) Provided 11/21/17
 October 11, 2017 Special Meeting Minutes (~~To be provided prior to the meeting~~) Provided 11/21/17
 October 24, 2017 Regular Meeting Minutes (~~To be provided prior to the meeting~~) Provided 11/21/17

Prepared By: Cindy Tzaopoulos, City Clerk

- 8.2 Consideration and proposed approval of a Resolution 2017-154 authorizing Amendment No. 1 in the amount of \$25,000 to the contract with Larry Walker Associates, Inc. for 2017 Regulatory Assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility for an amount not to exceed \$49,820

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: April Mitts, Finance Director

Recommendation:

Adopt the Resolution authorizing Amendment No. 1 in the amount of \$25,000 to the contract with Larry Walker Associates, Inc. for 2017 Regulatory Assistance for the City of St. Helena Wastewater Treatment and Reclamation Facility for an amount not to exceed \$49,820

- 8.3 Consideration and proposed approval of:
 (1) A Resolution 2017-155 a) rescinding Resolution No. 2017-73, and b) authorizing the MarinIT FY 2017/18 one-year agreement with MarinIT to provide Information Technology Services for a total not to exceed amount of

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\$88,500 which includes STH Contract: 2017-040 in the amount of \$80,000 for Information Technology Support Services and \$8,500 for Managed/Hosted Service Charges; and

(2) A Resolution 2017-156 and Amendment #1 to STH Contract: 2017-040 to include supply and installation of cabling for the Library Broadband Project in the amount of \$41,445.10 for a total contract with MariniT for Information Technology Support Services not to exceed amount of \$129,945.10; and

(3) A Resolution 2017-157 authorizing a budget increase of \$1,852.20 to Account #101-4600-2335 and a budget increase of \$17,905.09 to Account #101-4600-2212 for a total budget increase of \$19,757.29 from the General Fund reserves.

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Staff recommends City Council:

(1) Approve Resolution a) rescinding Resolution No. 2017-73 (Attachment 7) and, b) authorizing the MariniT FY 2017/18 one-year agreement with MariniT to provide Information Technology Services for a total not to exceed amount of \$88,500 which includes STH Contract: 2017-040 in the amount of \$80,000 for Information Technology Support Services and \$8,500 for Managed/Hosted Service Charges.

(2) Approve Resolution and Amendment #1 to STH Contract: 2017-040 to include supply and installation of cabling for the Library Broadband Project in the amount of \$41,445.10 for a total contract with MariniT for Information Technology Support Services not to exceed amount of \$129,945.10 (Attachment 8).

(3) Approve Resolution authorizing a budget increase of \$1,852.20 to Account #101-4600-2335 and a budget increase of \$17,905.09 to Account #101-4600-2212 for a total budget increase of \$19,757.29 from the General Fund reserves(Attachment 10).

- 8.4 Consideration and proposed approval of Resolution No. 2017-158 Approving Amendment #1 to STH Contract: 2017-066 with Marin IT for \$6,202.24 for a total not-to-exceed contract price of \$159,720.89 and authorizing a budget increase of \$6,202.24 in FY 2017/18 to account #101-4220-2130 to cover unanticipated costs associated with upgrading the City's phone system to Voice Over Internet Protocol (VoIP)

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Approval of Resolution No. 2017-___ approving Amendment #1 to STH Contract: 2017-066 with MariniT for \$6,202.24 for a total not-to-exceed contract price of \$159,720.89 and authorizing a budget increase of \$6,202.24 in FY 2017/18 to account #101-4220-2130 to cover unanticipated costs

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associated with upgrading the City's phone system to Voice Over Internet Protocol (VoIP).

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

AYES: Vice Mayor Peter White, Councilmember Geoff Ellsworth, Mayor Alan Galbraith, Councilmember Paul Dohring, and Councilmember Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

9. PUBLIC HEARINGS

- 9.1 Consideration and proposed adoption of Resolution No. 2017-159 establishing a revised five-year schedule of water and wastewater base rates, use rates and rate structures beginning with the December 2017 billing cycle (inclusive of service provided in November 2017).

CEQA Determination: This action is exempt from the requirements of CEQA under the "General Rule", Section 15061 (b) (3), in that it can be seen with certainty that no environmental impacts will result from this action; and Section 15273 given that CEQA does not apply to Rates, Tolls, Fares and Charges.

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends that the Council:

1. Adopt Resolution No. 2017-____ establishing a revised five-year schedule of water and wastewater base rates, use rates and rate structures beginning with the December 2017 billing cycle (inclusive of service provided in November 2017).

Mayor Galbraith opened the public hearing and called for public comment.

Lowell Smith and Pat Dell addressed the City Council.

Mayor Galbraith closed the public hearing.

Councilmember Paul Dohring moved to adopt a resolution establishing a revised five-year schedule of water and wastewater base rates, use rates and rate structures beginning with the December 2017 billing cycle (inclusive of service provided in November 2017). The motion was seconded by Vice Mayor Peter White and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul

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Dohring, Councilmember Mary Koberstein, and Councilmember Geoff
Ellsworth
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. NEW BUSINESS

- 10.1 Informational Update on Traffic Safety Enhancements on Highway 29 and Pratt
Avenue Vicinity

CEQA Determination: Not a CEQA project
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Public Works Director and City Engineer Erica Ahmann Smithies reported on
this item and provided an informational update.

- 10.2 Discussion regarding the conceptual Mayor's forum

Mayor Galbraith reported on this item and noted the Mayor's forum will start
soon with varying topics and may include one other Councilmember.

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

12. ADJOURNMENT

Mayor Galbraith adjourned the meeting at 6:51 p.m.

The November 28, 2017 minutes were approved at the December 12, 2017 City
Council meeting.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Consent

Subject: Consideration and Proposed Approval of a Resolution Rescinding Resolution No. 2016-122 and Adopting Investment Policy P-FI-0002 - 2017 for the City of St. Helena

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

California Government Code Section 53646(a)(2) states that the treasurer or chief fiscal officer of any other local agency (other than County agencies) may annually render to its legislative body and any oversight committee an investment policy and that the legislative body shall consider this policy at a public meeting.

Since 1999, the City has utilized PFM Asset Management LLC (PFM) to manage the City's investment accounts in an account called California Asset Management Program (CAMP). In addition, the City has funds in the Local Agency Investment Fund (LAIF) which is held by the State of California. The City meets with the PFM investment advisor to review the City's portfolio and discuss economic conditions and market trends. Staff also receives quarterly reports from the Local Agency Investment Fund (LAIF).

DISCUSSION

Annually PFM reviews the City's Investment Policy and recommends changes based on legislation or best practices. Although not required, PFM recommends the City incorporate a recent update to the Code for clarity and consistency with the Code. This update codifies the credit rating requirement interpretation already used by most public agencies. Senate Bill 974, which took effect on January 1, 2017, modified Code

Sections 53601 et seq. to clarify that the Code's rating requirements specify the minimum credit rating category required at purchase without regard to "+", "-", or 1, 2, 3 modifiers, if any. Attachment 1 provides the recommendations by PFM and Attachments 2 and 3 provide the redlined and final versions of the proposed updated Investment Policy P-FI-0002 - 2017.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends the approval of a Resolution Rescinding Resolution No. 2016-122 and Adopting Investment Policy P-FI-0002 - 2017 for the City of St. Helena.

ATTACHMENTS

[Attachment 1 - PFM St Helena IP Memo 2017](#)

[Attachment 2 - P-FI-0002 Investment Policy 2017 - Redlined](#)

[Attachment 3 - P-FI-0002 Investment Policy 2017 - Final](#)

[Attachment 4 - Investment Policy Resolution](#)

Attachment 1



November 22, 2017

Memorandum

To: April Mitts, Finance Director
City of St. Helena

From: Richard Babbe, Senior Managing Consultant
PFM Asset Management LLC

Re: 2017 Investment Policy Review

At your request, we reviewed the City of St. Helena's (the "City") Investment Policy (the "Policy") as part of the City's annual review process. As written, the Policy is comprehensive and is in compliance with the California Government Code sections (the "Code") that govern the investment of public funds.

Although not required, we recommend that the City incorporate a recent update to the Code that codified the credit rating requirement interpretation already used by most public agencies. Senate Bill 974, which took effect on January 1, 2017, modified Code Sections 53601 et seq. to clarify that the Code's rating requirements specify the minimum credit rating category required at purchase without regard to "+", "-", or 1, 2, 3 modifiers, if any.

As this Code revision did not change the minimum ratings required by the Code or the City's Policy, there is no requirement that you revise the Policy. However, for clarity and consistency with the Code, we recommend the City incorporate the updated Code language into the Policy's rating requirements.

We have attached a marked-up version of the Policy to illustrate our recommendations.

Please let us know if you have any questions or would like to discuss our recommendations in more detail.

Attachment 2

Title: Investment Policy 2016	Policy #	P-FI-0002
	Revision #	Resolution 2016-122 2017-
	Implementation Date	2017-12-13 2016-09-14
	Last Update Date	2016-09-14 2016-09-13
Approval by City Manager		September 13, 2016 December 12, 2017

I. Purpose, Overview and Scope of this Policy

It is the policy of the City of St. Helena ("the City") to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all California laws and local statutes governing the investment of public funds.

II. Authority

Authority for policies is limited to the City Council.

III. Policy**1. Scope**

This investment policy applies to all the funds and investment activities under the direct authority of the City as accounted for in the Comprehensive Annual Financial Report (CAFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City Treasurers' span of control unless specifically exempted by statute or ordinance. This policy is applicable, but not limited to, all funds listed below:

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Capital Project Funds
- Trust and Agency Funds

Excluded funds are those held with a fiscal agent, which has their own specific "permitted investments" section in the bond covenants. These funds include funds reserved for debt service and pension funds.

2. Prudence

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency,

P-FI-0002 - 2017~~6~~

Attachment 2

that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

The City Treasurer and/or City Manager, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations that result in a loss of principal are reported to the City Manager immediately, and to the City Council at their next meeting addressing appropriate actions to be taken to control adverse developments.

3. Objective

The primary objectives in priority order of the City’s investment activities shall be:

- 3.1 Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities would not exceed the income generated from the remainder of the portfolio.
- 3.2 Liquidity:** The City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated.
- 3.3 Return:** The City’s investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City’s investment risk constraints and the cash flow characteristics of the portfolio.

4. Delegation of Authority

Authority to manage the City’s investment program is derived from the California Government Code. Management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures shall include, but not limited to, references to: safekeeping, wire transfer agreements, collateral/depository agreements, banking services contracts, local banking preferences, and other investment-related activities. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor shall follow the Investment Policy and such other written instructions as are provided.

Attachment 2

Delegation of authority shall expire one year from the date of adoption of this policy as required by State law.

5. Ethics and Conflicts of Interest

The City Council, City Manager and City Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Council members, City Manager and City Treasurer shall disclose to the City Attorney any material financial interests in financial institutions that conduct business within the jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. The City Attorney and Treasurer shall review all disclosures made to insure there are no conflicts with any planned investment.

6. Authorized Financial Dealers and Institutions

The Treasurer will maintain a list of financial institutions and primary dealers authorized to provide investment services. "Primary" dealers include those that regularly report to the Federal Reserve Bank and should qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions, dealers and cash managers who desire to become qualified bidders for investment transactions must supply the City with the following: audited financial statements, proof of National Association of Security Dealers certification when applicable, completed questionnaire and certification of having read the City of St. Helena's investment policy and depository contracts.

If the City has an investment advisor, the investment advisor may use their own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, when practical.

7. Authorized Investments and Limitations on Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized, as further limited herein:

- a) United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category.
- b) Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

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- c) Local Agency Investment Fund (LAIF) which is a State of California managed investment pool may be used up to the maximum permitted by LAIF. The LAIF portfolio should be reviewed periodically.
- d) California Asset Management Program (CAMP), which is a Joint Powers Authority, which offers an investment pool and individually managed portfolios.
- e) Insured savings accounts are permitted without limitations.

Investments detailed in items f) through l) are further restricted to 10% of the market value of all investments and cash accounts (the portfolio) at the time of purchase, in any one issuer name. Credit criteria listed refer to the credit of the issuing organization at the time the security is purchased. In the event a rating drops below the minimum allowed rating category for that given investment type, the investment advisor, if any, shall notify the City Treasurer and/or Designee and recommend a plan of action.

- f) Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances are permitted. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the cost value of the portfolio.
- g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Commercial paper purchased may not exceed 270 days to maturity or 25% of the cost value of the portfolio. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria:
 - (A) Is organized and operating in the United States as a general corporation.
 - (B) Has total assets in excess of five hundred million dollars (\$500,000,000).
 - (C) Has debt other than commercial paper, if any, that is rated [in a rating category of "A" or its equivalent](#) or higher by a nationally recognized statistical-rating organization (NRSRO).
 - (2) The entity meets the following criteria:
 - (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.
 - (C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

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- h) Negotiable certificates of deposit issued by nationally or state chartered banks or state or federal savings institutions or by a federally-licensed or state-licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated [in a rating category of "A" or its equivalent](#) or better by a NRSRO. Purchases of negotiable certificates of deposit may not exceed 30% of total portfolio.
- i) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency; provided that the obligations are rated [in a rating category of "A" or its equivalent](#) or higher by a NRSRO.
- j) Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations are required to be rated in [a rating category of the "A" or its equivalent](#) or better by a NRSRO.
- k) Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type.
- l) Medium-Term Notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Securities eligible for investment shall be rated [in a rating category of "A" or its equivalent](#) or better by a NRSRO. Purchase of medium term notes may not exceed 30% of the purchase value of the portfolio and no more than 5% of the purchase value of the portfolio may be invested in notes issued by one corporation.
- m) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. To be eligible for investment pursuant to this subdivision these companies shall either: (1) attain the highest ranking letter or numerical rating provided by not less than two of the three largest nationally recognized rating services or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in securities and obligations authorized by

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Government Code section 53601 and with assets under management in excess of \$500,000,000. The purchase price of shares shall not exceed 15% of the investment portfolio.

8. Ineligible Investments

The City shall not invest any funds in inverse floaters, range notes, or interest-only strips that are derived from a pool or mortgages, or in any security that could result in zero interest accrual if held to maturity, or any other investment not listed in this policy.

9. Safekeeping and Custody

All securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by the City's custodian bank or a third party bank trust department, acting as agent for the City under the terms of a custody or trustee agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery-versus-payment (DVP) procedures.

10. Percentage Limitations

Where a section specifies a percentage limitation for a particular category or investments, that percentage is applicable only at the date of purchase. Where a section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

11. Reporting Requirements

The Treasurer shall annually, render to the City Council a statement of investment policy, which the Council must consider at a public meeting. The Council at a public meeting shall also consider any changes to the policy.

The Treasurer shall render a monthly transaction report to the City Council.

The Treasurer shall periodically render an investment report to the Council, which shall include for each individual investment:

- Description of investment instrument
- Issuer name
- Maturity date
- Purchase price
- Par value

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- Current market value and the source of the valuation.

The report shall also include the following: (I) state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance, (II) include a description of any of the City's funds, investments or programs that are under the management of contracted parties, including lending programs, and (III) include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may not be available.

IV. Glossary

AGENCIES: Federal agency securities.

BANKERS ACCEPTANCE (BA): A bearer time draft for a specified amount payable on a specified date. It is drawn on a bank by an individual or business seeking to finance domestic or international trade. The BA is collateralized by commodity products. Sale of goods is usually the source of the borrower's repayment to the bank. The bank finances the borrower's transaction and then often sells the BA on a discount basis to an investor. At maturity, the bank is repaid and the investor holding the BA receives par value from the bank.

BOND: An interest-bearing security issued by a corporation, quasi-governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

BOND RATING: The classification of a bond's investment quality.

BOOK VALUE: The amount at which a security is carried on the books of the holder or issuer. The book value is often the cost, plus or minus amortization, and may differ significantly from the market value.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit debt instrument issued by a bank with a specific maturity evidenced by a certificate. Institutional CD's are issued in denominations of \$100,000 or more. Maturities range from a few weeks to several years. Interest rates are set by competitive forces in the marketplace.

COMMERCIAL PAPER: Short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest bearing.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. A certificate attached to a bond evidencing interest due on a payment date.

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DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipts (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of signed receipt for the securities.

DEBENTURES: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g. U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency established in 1933 that guarantees (within limits) funds on deposit in member banks and performs other functions such as making loans to or buying assets from members banks to facilitate mergers or prevent failures.

FISCAL YEAR: An accounting or tax period comprising any twelve-month period. The City's fiscal year begins on July 1.

FULL FAITH AND CREDIT: The unconditional guarantee of the United States government backing a debt for repayment.

INTEREST RATE: The interest payable each year on borrowed funds, expresses as a percentage of the principal.

INVESTMENT: Use of capital to create more money, either through income-producing vehicles or through more risk-oriented ventures designed to result in capital gains.

INVESTMENT PORTFOLIO: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LAIF: Trade name for the California State Local Agency Investment Fund.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without substantial loss of value.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTES: Debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought

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and sold in a large and active secondary market. For the purposes of California Government Code, the term “Medium Term” refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

NEGOTIABLE CERTIFICATES OF DEPOSIT: Large-denomination CDs that are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

PORTFOLIO: The collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument.

RATE OF RETURN: 1) The yield obtainable on a security based on its purchase price or its current market price. 2) Income earned on an investment, expressed as a percentage of the cost of the investment. This may be the amortized yield to maturity on a bond or the current income return.

RATING: The designation used by investors’ services to rate the quality of a security’s creditworthiness. Moody’s ratings range from the highest Aaa, down through Aa, A, Bbb, Ba, B, etc. while Standard and Poor’s rating range from the highest AAA, down through AA, A, BBB, BB, B, etc.

SAFEKEEPING: A service offered to customers for a fee, where securities and valuables of all types and descriptions are held in the vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES: Investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

SPREAD: The difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when brought and the amount received when sold.

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TREASURY BILLS (T-Bill): A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three month, six month, or one year, and are sold in minimum amounts of \$10,000 in multiples of \$5,000 above the minimum. Treasury Bills are issued in book entry form only and are sold on a discount basis

TREASURY BONDS: Treasury Bonds are issued for a term of 30 years and pay a fixed rate of interest every six months until they mature.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

TRUSTEE: A bank designated as the custodian of funds and the official representative for bondholders.

UNDERWRITER: A dealer bank or financial institution, which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain maximum ratios of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCIES: Instruments issued by various U.S. government agencies most of which are secured only by the credit worthiness of the particular agency.

YIELD: The rate of annual income return on an investment, expressed as a percentage. a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

V. Attachments

List any supporting documents or forms that are included with the policy or to be made available upon request.

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Title: Investment Policy 2016	Policy #	P-FI-0002
	Revision #	Resolution 2017- ____
	Implementation Date	2017-12-13
	Last Update Date	2016-09-14
Approval by City Manager	Date Approved	December 12, 2017

I. Purpose, Overview and Scope of this Policy

It is the policy of the City of St. Helena (“the City”) to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all California laws and local statutes governing the investment of public funds.

II. Authority

Authority for policies is limited to the City Council.

III. Policy**1. Scope**

This investment policy applies to all the funds and investment activities under the direct authority of the City as accounted for in the Comprehensive Annual Financial Report (CAFR). Policy statements outlined in this document focus on the City’s pooled funds, but will also apply to all other funds under the City Treasurers’ span of control unless specifically exempted by statute or ordinance. This policy is applicable, but not limited to, all funds listed below:

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Capital Project Funds
- Trust and Agency Funds

Excluded funds are those held with a fiscal agent, which has their own specific “permitted investments” section in the bond covenants. These funds include funds reserved for debt service and pension funds.

2. Prudence

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: “When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency,

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that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

The City Treasurer and/or City Manager, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations that result in a loss of principal are reported to the City Manager immediately, and to the City Council at their next meeting addressing appropriate actions to be taken to control adverse developments.

3. Objective

The primary objectives in priority order of the City’s investment activities shall be:

- 3.1 Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities would not exceed the income generated from the remainder of the portfolio.
- 3.2 Liquidity:** The City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated.
- 3.3 Return:** The City’s investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City’s investment risk constraints and the cash flow characteristics of the portfolio.

4. Delegation of Authority

Authority to manage the City’s investment program is derived from the California Government Code. Management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures shall include, but not limited to, references to: safekeeping, wire transfer agreements, collateral/depository agreements, banking services contracts, local banking preferences, and other investment-related activities. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor shall follow the Investment Policy and such other written instructions as are provided.

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Delegation of authority shall expire one year from the date of adoption of this policy as required by State law.

5. Ethics and Conflicts of Interest

The City Council, City Manager and City Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Council members, City Manager and City Treasurer shall disclose to the City Attorney any material financial interests in financial institutions that conduct business within the jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. The City Attorney and Treasurer shall review all disclosures made to insure there are no conflicts with any planned investment.

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All financial institutions, dealers and cash managers who desire to become qualified bidders for investment transactions must supply the City with the following: audited financial statements, proof of National Association of Security Dealers certification when applicable, completed questionnaire and certification of having read the City of St. Helena's investment policy and depository contracts.

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- i) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency; provided that the obligations are rated in a rating category of "A" or its equivalent or higher by a NRSRO.
- j) Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations are required to be rated in a rating category of "A" or its equivalent or better by a NRSRO.
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BOND: An interest-bearing security issued by a corporation, quasi-governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

BOND RATING: The classification of a bond's investment quality.

BOOK VALUE: The amount at which a security is carried on the books of the holder or issuer. The book value is often the cost, plus or minus amortization, and may differ significantly from the market value.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit debt instrument issued by a bank with a specific maturity evidenced by a certificate. Institutional CD's are issued in denominations of \$100,000 or more. Maturities range from a few weeks to several years. Interest rates are set by competitive forces in the marketplace.

COMMERCIAL PAPER: Short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest bearing.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. A certificate attached to a bond evidencing interest due on a payment date.

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DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipts (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of signed receipt for the securities.

DEBENTURES: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g. U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency established in 1933 that guarantees (within limits) funds on deposit in member banks and performs other functions such as making loans to or buying assets from members banks to facilitate mergers or prevent failures.

FISCAL YEAR: An accounting or tax period comprising any twelve-month period. The City's fiscal year begins on July 1.

FULL FAITH AND CREDIT: The unconditional guarantee of the United States government backing a debt for repayment.

INTEREST RATE: The interest payable each year on borrowed funds, expresses as a percentage of the principal.

INVESTMENT: Use of capital to create more money, either through income-producing vehicles or through more risk-oriented ventures designed to result in capital gains.

INVESTMENT PORTFOLIO: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LAIF: Trade name for the California State Local Agency Investment Fund.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without substantial loss of value.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTES: Debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought

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and sold in a large and active secondary market. For the purposes of California Government Code, the term “Medium Term” refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

NEGOTIABLE CERTIFICATES OF DEPOSIT: Large-denomination CDs that are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

PORTFOLIO: The collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument.

RATE OF RETURN: 1) The yield obtainable on a security based on its purchase price or its current market price. 2) Income earned on an investment, expressed as a percentage of the cost of the investment. This may be the amortized yield to maturity on a bond or the current income return.

RATING: The designation used by investors’ services to rate the quality of a security’s creditworthiness. Moody’s ratings range from the highest Aaa, down through Aa, A, Bbb, Ba, B, etc. while Standard and Poor’s rating range from the highest AAA, down through AA, A, BBB, BB, B, etc.

SAFEKEEPING: A service offered to customers for a fee, where securities and valuables of all types and descriptions are held in the vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES: Investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

SPREAD: The difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when brought and the amount received when sold.

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TREASURY BILLS (T-Bill): A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three month, six month, or one year, and are sold in minimum amounts of \$10,000 in multiples of \$5,000 above the minimum. Treasury Bills are issued in book entry form only and are sold on a discount basis

TREASURY BONDS: Treasury Bonds are issued for a term of 30 years and pay a fixed rate of interest every six months until they mature.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

TRUSTEE: A bank designated as the custodian of funds and the official representative for bondholders.

UNDERWRITER: A dealer bank or financial institution, which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain maximum ratios of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCIES: Instruments issued by various U.S. government agencies most of which are secured only by the credit worthiness of the particular agency.

YIELD: The rate of annual income return on an investment, expressed as a percentage. a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

V. Attachments

List any supporting documents or forms that are included with the policy or to be made available upon request.

Attachment 4

CITY OF ST. HELENA

RESOLUTION No. 2017-

**Rescinding Resolution 2016-122 and Adopting
Investment Policy P-FI-0002 – 2017 for the City of St.
Helena**

RECITALS

- A. The City of St. Helena has an Investment Policy, which was adopted by Resolution 94-13. Government Code Sections 53600 et seq. were amended following the aftermath of the Orange County financial disaster. Many restrictions were placed on government investment practices, and reporting requirements were tightened. These changes went into effect on January 1, 1997, and call for the investment policy to be reviewed by the Council annually at a regular meeting; and
- B. The proposed policy meets all state standards and has stricter standards in many areas. The policy will be reviewed each year.

RESOLUTION

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

- 1. City Resolution 2016-122 and any other previous resolutions adopting an investment policy for the City are hereby rescinded; and
- 2. Investment Policy P-FI-0002 - 2017, a copy of which is attached and hereby made a part of this resolution, is hereby approved and shall remain in effect for one year.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017, by the following vote:

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

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the City Manager to Execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, in an amount not to exceed \$92,160.

CEQA Determination: Not a CEQA project

Prepared By: Allison Mattioli, Management Analyst

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena's Public Works Department has budgeted for a computerized asset management program in order to systematically and accurately locate, view, and maintain the City's assets. The City's assets applicable to an asset management program include the water, wastewater, and stormwater systems, road signs, streets, and facilities. Acquisition of asset management software is one of the City Council's 12-month strategic objectives under the Council's three-year goal to "Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship & Public Health."

Asset management software works in conjunction with Geographic Information Systems (GIS) to capture, preserve, and use concrete data to make informed decisions, and eliminates the need for any guesswork or the piecing together of information regarding City assets based on old drawings, memories, or institutional knowledge. This software solution will allow users to quickly, easily, and reliably access information regarding what the asset is, where it is located, what has been done to it, and who is, and previously has, worked on it. In addition, the software, along with GIS, can show data as layered maps, analyze the inter-connectivity and proximity of assets, and assess

other complex spatial relationships. The goal of an asset management program is to minimize the cost of owning, operating, and maintaining assets.

DISCUSSION

Public Works met with several asset management software providers, including Beehive Industries, LLC (Beehive), Cartegraph, Cityworks, and Lucity, and unanimously selected Beehive as the best vendor for the City of St. Helena's needs.

Beehive's technology and interface is the most intuitive and user-friendly for both field crews and administrative staff, and includes all asset modules the Public Works Department is seeking to manage. Their interface also allows for a deeper level of customization, and allows each user and each division more control over their experience, in turn, reducing the time spent navigating through information. Additionally, Beehive does not rely on integration with third party vendors, such as Arc GIS or Springbrook Financial software, but rather is able to integrate with multiple vendors. The advantage to this is that the City is not tied to a specific vendor should needs change in the future, and requiring the City to partner with specific companies can increase implementation costs. Beehive does not limit the number of licenses included in the annual cost, and does not include any "one-time" initial setup charges, whereas the other companies do. This model allows staff to have as many user accounts as necessary, without incurring additional charges. Beehive also includes a work order system, which will allow a more efficient and user-friendly method of tracking facility and maintenance requests throughout the City.

FISCAL IMPACT

Public Works has budgeted a total of \$60,000 for computerized asset management in the Adopted Fiscal Year 17/18 budget, which will fund Beehive's annual software fee of \$23,040. The annual fee will be equally distributed between the Public Works' Water, Wastewater and General Funds. Beehive's model includes training, on-boarding, implementation, unlimited hosting, monitoring and storage of data, free software updates, and free ongoing support within the annual fee.

In addition to the software, approximately 20-25 electronic tablets will need to be purchased for users to utilize the software in the field. While exact costs are unknown, funding for the tablets will also be drawn from the computerized asset management budget. Each division will be charged for their associated tablets.

RECOMMENDED ACTION

Staff recommends Council adopt the attached resolution, authorizing the City Manager to execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, with annual payments of \$23,040, with a not to exceed amount of \$92,160.

ATTACHMENTS

[Beehive Agreement](#)

[Beehive Resolution](#)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on [REDACTED] by and between the City of St. Helena, located in the County of Napa, State of California (City), and Beehive Industries, LLC, a Nebraska based LLC with a primary place of business at 151 N 8th St, Ste 400, Lincoln, NE 68508 (Consultant).

RECITALS:

City desires to employ Consultant to furnish professional services in connection with the project described as Beehive Asset Management software implementation, hosting and licensing.

The City desires to license software and provide certain hosted software services, maintenance and support services, consulting services, systems integration services, data conversion services, training services, and/or related services as described in the Attached Exhibit A "Scope of Services" (collectively, "Services").

Consultant desires to perform such Services on behalf of the City on the terms and conditions set forth herein.

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 - SOFTWARE SERVICES AND SUPPORT

A. Subject to the terms of this Agreement, Consultant will use commercially reasonable efforts to provide City the Services as detailed in the Scope of Services attached as Exhibit A, with future attachments included as extensions of Exhibits A and B (i.e. Exhibit A-1, Exhibit B-1) and attached hereto and incorporated herein by this reference. Services are primarily a software as a service offering and include all required software licenses, support, maintenance, hosting, storage, training and any other additional services specifically detailed in the attached Exhibit A.

B. Software License. Upon payment of all applicable fees by City, Consultant grants City all required Consultant software licenses required for the performance of the Services contemplated in this Agreement. All licenses are granted and enforced under the provisions of the then current End User License Agreement located at www.beehiveindustries.com/eula.pdf.

C. Restrictions and Responsibilities

- i) City will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); or, modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Consultant or authorized within the Services). With respect to any Software that is distributed or provided to City for use on City's premises or devices, Consultant hereby grants City a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term, only in connection with the Services.
- ii) City represents, covenants, and warrants that City will use the Services only in compliance with all applicable laws and regulations and any standard published Consultant policies then in effect, if any. To the extent allowed by law, City hereby agrees to indemnify and hold harmless Consultant against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from City's use of Services. Although Consultant has no obligation to monitor City's use of the Services, Consultant may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- iii) City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"), unless specifically identified as a responsibility and approved obligation of Consultant in the Scope of Services. City shall also be responsible for maintaining the security of the Equipment, City account, passwords (including but not limited to administrative and user passwords) and files and other related items owned by City.

SECTION 4 – TIME FOR COMPLETION

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

SECTION 5 – 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 \$23,040 annually, 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. 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 will pay Consultant the then applicable fees for the Services detailed in the Exhibit A, "Scope of Services" and in accordance with the amount and schedule in Exhibit B, Compensation and any terms therein (the "Fees"). Consultant reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current renewal term, upon sixty (60) days prior notice to City (which may be sent by email) and in accordance with Section 2. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will issue full payment received by Consultant thirty (30) days after the mailing date of the invoice. Unless other mutually agreed upon arrangements have been made in writing amounts, payments not received within thirty (30) days will be considered past due and are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate suspension or termination of Services. Continued non-payment will result in all licenses being suspended or revoked, access to Services and data restricted or denied, and termination of this Agreement at the sole discretion of Consultant. 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 that the invoiced charges and expenses exceed the value of the services performed to date and 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. City will pay Consultant the then applicable fees for the Services and as detailed in the Scope of Services and in accordance with the payment terms detailed in Exhibit B, Compensation (the "Fees"). Consultant reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current renewal term, upon sixty (60) days prior notice to City (which may be sent by email).

D. Annual license and maintenance Fees may be subjected to an annual increase during the Initial Term or any subsequent renewal term, with notice, where such increase will not exceed the published Consumer Price Index (CPI) from the previous year. Any change in Fees not subjected to a new Scope of Services or any other mutually approved change orders, will not exceed the published CPI from the previous year.

E. 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 6 – 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 7 – 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 thirty (30) 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 8 – 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 8 (hired auto) and code 9 (non-owned auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$100,000 per accident for bodily injury or disease.
- C. 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.
- D. 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.

E. 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.

F. 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.

G. Waiver of Subrogation. Consultant's commercial general 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.

H. 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.

I. 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. Any cost specifically related to providing certificates that conform to, or acceptable by, the City, will be passed through to the City for payment to Consultant.

SECTION 9 - WARRANTY AND DISCLAIMER

A. Consultant represents and warrants that no portion of the Consultant Services 1) contains any deliberate back door, Trojan horse, worm or virus designed to permit access

or use of either the City computer systems by any unintended party, (2) disable, damage or erase the Service or City data, or (3) perform any other such actions and that such Consultant Services do not knowingly infringe on any intellectual property rights of any third party.

B. Consultant expressly disclaims any warranty of service beyond the purpose for which the Services were created. The City bears the risk of using the Services and the entire risk arising out of use or performance of the Services remains with the City.

C. THE SOFTWARE IS PROVIDED TO THE CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. BEEHIVE, ON ITS OWN BEHALF, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXCEPT FOR WHAT IS PROVIDED UNDER THIS SECTION 6.

SECTION 10 – 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 11 - LIMITATION OF LIABILITY

In no event will Consultant, its affiliates, suppliers, or certificate authorities be liable to the City for any loss, damages, claims or costs that exceed the amounts paid by City to Consultant, Consultant's entire liability and City's exclusive remedy shall be at the option of Consultant to either (a) return the most recent license fee paid, or (b) repair or replace the Software. Consultant is not responsible for any additional liabilities including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care or claims by a third party, even if a Consultant representative has been advised of the possibility of such loss, damages, claims or costs.

SECTION 12 – 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 13 – 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 14 – OWNERSHIP OF DOCUMENTS

A. The Consultant agrees that all inspection reports, drawings, documentation, photographs, maps and computations prepared by City and supplied to Consultant under the terms of this Agreement, imported, added, created and/or modified inside of the Consultant's system, shall be, and shall remain the exclusive property of the City and shall be deemed confidential information of the City. The City may extract, download, back-up, or otherwise have access to original copies of the information at all times for any purpose the City deems appropriate. Consultant hereby waives any interest, title, lien or right to any such data. These documents shall remain the property of the City, which shall have the right to use same at the City's sole risk without restriction or limitation and without compensation to the Consultant other than that provided in this Agreement.

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 15 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION; PROPRIETARY RIGHTS

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.

E. 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.

F. The software and any authorized copies that are made are the intellectual property of and are owned by Consultant. The structure, organization and code of and within the software are valuable trade secrets and confidential information of Consultant. The software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant the City intellectual property rights in the software and all rights not expressly granted are reserved by Consultant.

G. The Parties shall use and protect confidential information solely for performing its obligations to the other party. The Parties shall not sell or distribute confidential information. The Parties shall give access to confidential information only to employees or individuals that have need of the information to perform their work functions.

SECTION 16 – 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 17 – 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 18 – 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 19 – 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: Beehive Industries, LLC
Attn: CEO
151 N 8th St
Suite 400
Lincoln, NE 68508

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 20 – TERM AND TERMINATION

A. Subject to earlier termination as provided below, this Agreement is for the period of one (1) year from the Effective Date ("Initial Service Term"), and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party provides notice of termination at least thirty (30) days prior to the end of the then-current term.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, the non-breaching party may terminate this agreement upon notice to the breaching party plus three (3) business days.

C. Curing Breach. If the breaching party notifies an intent to cure within three (3) days of the notice received by the non-breaching party of the breach, the breaching party has the right to

cure breach within thirty (30) days. If the breaching party does cure the breach within the allotted time, then the agreement continues under the stated rules of this document.

D. Upon termination of this Agreement by either Consultant or City and all payments being owed to Consultant being paid in full, all property belonging to City which is in Consultant's possession shall be delivered to City. Specific to digital data and property, Consultant will make all City data available to City for electronic retrieval for a period of ninety (90) days, but thereafter Consultant may, but is not obligated to, delete stored City data. Consultant may apply additional fees for any efforts Consultant is requested to perform in conjunction with retrieval of City data. City will cease all use of the Consultant license and any such materials to which such license applies. 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, not unreasonably withheld.

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

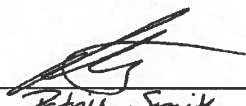
If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void 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: Patrick Smith
Title: CEO

City:

By: _____
Name: Mark Prestwich
Title: City Manager

Approved as to Form:

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

Exhibit A: Scope of Services

Project Description

The current modules scoped in this project include **Water, Wastewater, Stormwater, Signs, Streets, Facilities, & Work Engine** which are intended to:

- Consolidate data from various sources and formats, including Esri geodatabases (GIS) and historical digital Asset Management data
- Known ESRI Datasets include Stormwater, Signs, Streets, while Water and Sewer are currently being collected via Trimble Device
- Establish work-histories and maintenance programs for assets & features
- Streamline and document work orders
- Provide access to data in connected and disconnected environments
- Provide reporting for management, Council and regulatory agencies
- Create prioritization with query lists & query maps for work performed and work needed
- Provide access and ability to edit GIS through Beehive interface (GIS is *not* required on user workstations)
- Provide ability to attach documents to features, including as-builts, CCTV, Pictures, Permits, etc.
- Provide easy access to data by other staff with multiple permission levels
- Beehive does not have limits on total/concurrent users or counts of assets.

This project is inclusive of all required hosting, support, storage, training and maintenance, which are detailed further in the General Terms section below.

Assumptions & Discovery

Beehive is aware that the City's Wastewater data exists and understands its condition. Beehive is also aware that the Water system is currently in the works to be collected. Known datasets in ESRI include Stormwater, Signs, and Streets. Beehive accepts that other digital data exists and will need to be converted. Such data and its condition include some or all the following conditions in the Beehive data section below.

Known integrations are listed below and are included in the estimate. Should other integrations be required, Beehive will work with the City through the discovery process to ascertain if additional costs are necessary.

Beehive will assume all the data conversion initiatives. As part of this process, Beehive will request assistance from the City at certain times, specifically at data delivery and data validation, as those are not tasks that Beehive can independently perform.

No *custom* report creation is scoped. Many of the fields for reports can be easily configured in the Beehive software to reflect current City operations, but to date, no *customizations* have been identified.

Data for Conversion

- Aerial imagery:
 - Must be in standard formats (.jpg, .tiff, .mrsid, or .ecw).
- Shapefiles (.shp) or geodatabase (.gdb) files containing feature and base data :
 - Esri GIS Data for conversion
 - Objects must contain a known geometry.
 - Data must exist in a known coordinate system.
 - Base data layers should be relevant to software being deployed and may include:

▪ Parcels	▪ Flood Zones	▪ Sections
▪ Addresses	▪ City Limits	▪ Points of Interest (parks, trails, etc.)
▪ Centerlines	▪ Subdivisions	
▪ Zoning	▪ Lots	
▪ Districts	▪ Easements	
- Historical/Digital AM data for conversion (Requires an ability to relate data to a feature and/or event)
- Other digital feature data (.xls, .mdb, other databases, etc.) may be able to be converted, dependent on data quality.
- Attachments (video, photos, as-builts, other documents, etc.):
 - Must be able to be tied to an individually identifiable feature, activity or event
- Events (historical):
 - Must be able to be tied to an individual feature.
 - All events will use the standard event form.
 - In the case of any MACP or PACP data, all event data will use the industry standard MACP/PACP formats.
 - If custom event forms are required, please see the Additional Services section below.

All data must exist in digital form. Beehive may be able to assist in coordinating physical data conversions, but no physical data conversion is included in this project or in any pricing

Integrations & API

- Esri
- No other integrations have been scoped for this project. For any future integrations, please see the Additional Services section below.

Additional Services

Beehive is happy to partner with you to provide additional value-added data to your installation. Additional fees *may* apply for these additional services. These options include, but are not limited to:

- Custom event forms
- Custom reports
- Additional years of aerials
- Additional base layer data
- Additional feature data import, after initial deployment
- Newly acquired data
- Assistance with physical data conversion
- Out of scope Digital data for conversion
- Out of scope Integrations & API services

Customer Responsibilities

Beehive requires the following be accomplished or accommodated to provide the highest level of quality service in the most efficient manner to the Customer:

- Customer to determine a main point of contact who we can rely on for communication related to the project.
- Customer to provide timely access to the feature data in need of migration and conversion. This is generally coordinated via electronic file transfer, email attachments, or exchange of portable hard drives, depending on the amount of data available. Additional details follow below in the Data Conversion section. All feature data to be converted will be directly obtained and submitted by Customer.
- Customer to notify Beehive when data has been submitted for conversion and deployment.
- Customer to be responsible for all final validation of converted data throughout the project.
- Customer to identify and assist in coordination of training with all intended participants.

Change Management Process

Changes to the project or its priorities should be communicated in writing between the Project Leads of each team. The teams acknowledge that such changes may need to be evaluated to determine impact on timelines, resources, or any potential need to scope additional work and additional costs associated with such changes. Any additional costs will be presented and approved in advance.

Training

One of the major benefits of Beehive is that it is intuitive and easy to learn. This provides a training benefit where you don't have to spend days or weeks in training sessions; after deployment, we're able to get you up and running within a few hours. Upon completion of the data conversion, Beehive will provide three (3) remotely hosted training sessions:

- Beehive101: a 90-minute session designed to cover Beehive basics such as navigation, query use, adding assets, and viewing data.
- Beehive201: a 60-minute session designed to cover the advanced features in Beehive such as work flows, Work Order creation and management, and advanced query skills.
- Admin Site Training: a brief 30-minute session for administrators that covers user and feature property management.
- Additional Training, as needed

The above training sessions are provided at no additional cost to the City, and are open to an unlimited number of users. Additional, specific and ongoing training can be scheduled as needed and is included in the annual license. Should the City request onsite training, expenses for travel time and materials could be incurred.

General Terms

The following services are included as part of the annual Beehive Software License and Maintenance:

- Hosting
- Unlimited seat license within your organization
- Technical support - Technical support is available around the clock via email and web support with phone support available during working hours via a dedicated support toll free phone line.
- Initial and ongoing training – Initial training will be provided in an online format, facilitated by a Beehive team member. The specifics will be scoped and determined in conjunction with Customer and scheduled in advance to meet needs. Ongoing training will be provided as needed. Onsite training is available per request and as mutually agreed upon. Additional fees will apply.
- Ongoing software updates

Exhibit B: Compensation

Schedule of Rates/Materials

The total project cost for this phase is outlined below:

Annual Software, License and Maintenance

Water, Wastewater, & Stormwater, Signs, Streets, Facilities, Work Engine

- Listed Core Modules\$23,040
- Unlimited Seat Licenses.....\$0 (included)
- Unlimited Hosting, Monitoring and Storage\$0 (included)
- Software Updates\$0 (included)
- Ongoing Training.....\$0 (included)

Total	\$23,040
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Annual Service

- Web Hosting (Cloud Package)\$0 (included)
- Phone, Email, Online Customer Support.....\$0 (included)
- Unlimited Training\$0 (included)

Total	\$0
--------------	------------

Initial Deployment (Year One Only)

- Import Existing Spatial Digital Data\$0
- Software Installation/Configuration.....\$0

Total	\$0
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Total Year One Project Cost	\$23,040
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Annual License, Maintenance & Service (after Initial Annual Term)	\$23,040
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Delivery and Terms of Service

- Initial Term: 12 Months. Estimated to be January2018-December2018
- Successive annual license terms estimated to begin January2019
- License and maintenance period to begin first day of the month, two months after receipt of the signed acceptance of this proposal and notice to proceed.
- Implementation will commence upon receipt of signed acceptance of this proposal and notice to proceed.

Payment Terms

- Customer will be invoiced fifty percent (50%) of the year one total upon signature with the remaining invoiced 60 days after initial invoice or completion of deployment, whichever comes first.
- Payment is due upon receipt. Any payment that is not received within 30 days from receipt is subject to a late fee of 1.5% per month or the maximum amount allowed by law.
- Applicable sales taxes are in addition to the quoted price. If customer is tax exempt, please remit a copy of the required Tax Exemption Certificate with this agreement.
- Please address correspondence, purchase orders, and payments to Beehive's main office listed below.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/28/2017

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

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

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Cortney Moderacki PHONE (A/C No. Ext): (402) 434-7200 FAX (A/C No): (402) 434-7272 E-MAIL ADDRESS: cmoderacki@unicogroup.com															
INSURED Nebraska Global Investment Company LLC Beehive Industries 151 North 8th St, Suite 300 Lincoln NE 68508		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty of America</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Charter Oak Fire Ins Co</td> <td>25615</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty of America		INSURER B: Travelers Indemnity Company	25658	INSURER C: Charter Oak Fire Ins Co	25615	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 17/18 Beehive2

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			680-8507P860-17-42	3/29/2017	3/29/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA-6B654218-17-SEL	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 5,000			CUP-8545P815-17-42	3/29/2017	3/29/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			UB8545P587	3/29/2017	3/29/2018	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Technology E & O			ZPL15T72720	01/15/2017	01/15/2018	Each Loss Limit \$3,000,000

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

CERTIFICATE HOLDER
CANCELLATION

City of St. Helena 1480 Main Street St. Helena, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chad Ideus/MUN
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 ACORD 25 (2014/01)
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CITY OF ST. HELENA

RESOLUTION NO. 2017-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH BEEHIVE INDUSTRIES, LLC FOR ASSET MANAGEMENT SOFTWARE,
IMPLEMENTATION, AND LICENSING, FOR A FOUR-YEAR TERM,
IN AN AMOUNT NOT TO EXCEED \$92,160**

RECITALS

- A. The City of St. Helena's Public Works Department wishes to purchase computerized asset management software; and
- B. The Public Works Department unanimously selected Beehive Industries, LLC as the best vendor to suit the City's needs; and
- C. Beehive has the experience, expertise and qualifications necessary to provide the services.

RESOLUTION

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

- 1. The City Council hereby authorizes the City Manager to execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, with annual payments of \$23,040, with a not to exceed amount of \$92,160.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017, 2017, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Consent

Subject: Resolution authorizing the City Manager to execute an agreement with Dudek to complete the Hunter Residential Subdivision Environmental Impact Report (EIR) for a total amount not to exceed \$234,511.00, including contingencies.

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

A summary of key dates related to the Hunter Residential Subdivision is provided below:

September 2, 2010-The Hunter Residential Subdivision application was filed with the City of St. Helena requesting to subdivide an existing 16.92 acre site into 53 residential lots to allow the future construction of 51 single family residential units and 25 multi-family residential units.

March 25, 2011-Hunter Subdivision application was deemed to be complete by City staff.

August 2011-City issued a Request for Proposals (RFP) requesting qualified California Environmental Quality Act (CEQA) consultants to conduct an Environmental Impact Report (EIR) for the Hunter subdivision. Environmental consulting firm Urban Planning Partners (UPP) was granted the contract and prepared a Draft EIR analyzing the environmental impacts of the project.

September 17, 2013-The DEIR document was presented to the St Helena Planning Commission, however the item was continued to a future date and the document was never acted on. After the continuance, additional information was submitted by the project applicant (including a re-design of the intersection of Pope Street and the Silverado Trail), which resulted in the need to incorporate that information into the DEIR and conduct significant additional CEQA analysis to finalize the DEIR.

In Mid-2016-Urban Planning Partners completed this updated DEIR and provided a copy to the City for an administrative review. Upon review by the City, it was found that additional information was needed from the applicant (including a revised Tentative Map, additional water use information, and clarifying documentation on the affordable element of the project) and some minor revisions were needed to meet the standards of the City and the requirements of the California Environmental Quality Act (CEQA). These revisions and the additional analysis resulted in the need for approximately \$25,000 in additional funding from the applicant to complete the identified modifications.

October 3, 2016-City staff communicated both the need for additional information from the applicant, as well as the need for the additional funding, both of which were required to complete the DEIR and move the project forward for action.

December 20, 2016-City staff met with the project applicant to review and discuss the need for the additional information as well as the additional funding, and provided the applicant with additional information supporting the need for both.

April 21, 2017-The project applicant provided some of the additional information requested to complete the DEIR, but did not provide authorization that they would fund the additional work.

May 8, 2017- The project applicant informed City staff they would fund the additional costs to complete the DEIR and City staff authorized Urban Planning Partners to move forward with finalization of the DEIR.

May 19, 2017-Urban Planning Partners Principal Lynette Dias informed City staff UPP would not complete the Hunter Residential Subdivision DEIR, and followed up with an email on June 29, 2017, confirming their resignation from work on the project.

June 29, 2017-In an effort to respond quickly to the resignation of the consultant, the Planning and Community Improvement Department sent out a request to the three qualified planning consulting firms on the City's approved Master Services Agreement list (GHD, LSA and M-Group) with the goal of bringing a qualified CEQA consultant on board quickly to complete the required analysis and move the project to a decision. The deadline for a response to this request was set as July 21, 2017.

July 11, 2017-City staff informed the Council and public that UPP had resigned from the working on the project and recommended the City Council authorize staff to pursue

completion of a new CEQA document due to the age of the analysis in the existing draft EIR.

July 21, 2017-None of the three qualified firms on the City's Master Services Agreement expressed interest in the Hunter Residential Subdivision EIR proposal.

September 14, 2017-The City issued a Request for Proposals soliciting proposals from qualified environmental consultants for the preparation of an Environmental Impact Report (EIR) for the Hunter Property Project.

October 16, 2017-The response period for the Hunter Residential Subdivision RFP closed and staff began evaluating the responses in order to select a qualified consultant.

DISCUSSION

As of the closing of the RFP response window, staff received three responses to the RFP for the Hunter Residential Subdivision EIR. After completing an impartial review of each of the proposals and ranking them appropriately, the top two respondents were then interviewed by a panel which included Sandra Liston, Planning Director for the Town of Yountville and Lynn Goldberg, Planning Director for the City of Calistoga, in addition to City staff.

Dudek was the unanimous choice to complete the Hunter Residential Subdivision EIR, based on a very professional response, a thorough understanding of the project and community, a commitment to an expeditious timeline to complete the EIR, and the proposed budget for the document. In addition, Dudek has demonstrated experience with complex projects.

Staff requested Dudek ensure that their contract could cover all future potential tasks for completing the EIR document to eliminate a similar situation experienced with the previous consultant. In response, several contingency elements have been included in the Dudek proposal before the Council. Staff appreciates this approach, as it allows the contract to cover all potential work, while also identifying a specific scope. Also included is an optional third party legal review, if deemed necessary by either party.

FISCAL IMPACT

There are no direct fiscal impacts to the General Fund anticipated to result from approving Dudek as the applicant is required to cover all costs associated with the EIR. If the contract is approved, then City staff and the applicant will determine the best course for payment to the vendor. The two options are (1) setting up a liability (deposit) account where the applicant will deposit money with the City and when invoices are received, they are processed through the liability account with a 15% administrative fee transferred to General Fund Revenues to offset staff time or, (2) invoices will be sent

directly to the applicant for payment with copies of invoices sent to the City for review. The only costs associated with this action are the City staff time required to manage the EIR consultant.

RECOMMENDED ACTION

It is recommended that the City Council approve a resolution to authorize the City Manager to execute an agreement with Dudek to draft an EIR for the Hunter Residential Subdivision project for a total amount not to exceed \$234,511.00, including contingencies.

ATTACHMENTS

[Attachment 1 - Council Reso Dudek Hunter EIR Contract](#)

[Attachment 2 - PSA Dudek Contract](#)

Attachment 1

CITY OF ST. HELENA

RESOLUTION No. 2017-

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN
AGREEMENT FOR PROFESSIONAL PLANNING SERVICES WITH DUDEK FOR A
TOTAL NOT TO EXCEED \$234,511.00**

RECITALS

- A. The City desires to employ Consultant to furnish professional services on a limited basis in connection with the Hunter Residential Subdivision; and
- B. Dudek has represented that they have the required experience, expertise and qualifications to perform the required duties as identified in the attached scope of work.

RESOLUTION

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

- 1. The City Council approves the contract with Dudek, for a total contract amount not to exceed \$234,511.00, including contingencies, and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City; and
- 3. The City Council authorizes a 15% administrative fee be collected if applicant and City staff determine the best course for payment by the applicant to Dudek is through a liability account set up by the City.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017,
by the following vote:

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

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk

Attachment 2

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 Dudek(Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as EIR for the Hunter Property Residential Subdivision Project.

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, “Proposal”** 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, “Proposal”**, 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, “Proposal”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, “Proposal”, Section 11. Bid Amount** attached hereto and made a part hereof. Total compensation shall not exceed \$234,511, unless additional compensation is approved in accordance with Section 2.

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

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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:

Attachment 2

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.

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

Attachment 2

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: Dudek
Attn: Christine Kronenberg, Project Manager
1102 R Street
Sacramento, CA 95811
916-443-8335

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

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Attachment 2

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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Dudek 110317

Attachment 2

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: _____
Name: _____
Title: _____

By: _____
Name: Mark Prestwich
Title: City Manager

Approved as to Form:

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

DUDEK Scope of Work

The following is Dudek's Scope of Work to prepare an EIR for the Hunter Subdivision project. Our objective is to provide the City with an EIR that will be certified by the City Council, and will provide the basis for a decision on the proposed project.

Task 1 Project Initiation and Project Description

Project Initiation

Upon execution of the contract, Dudek staff will meet with City staff and other team members (e.g., project applicant) to discuss the prior history of the project and to confirm the project elements to include in the project description, review Dudek's work plan and schedule, discuss background information and any project issues, and establish communication protocols and specifics related to internal review drafts and the format of the EIR. At this meeting, Dudek will also conduct a site visit to observe existing conditions on the project site and in the project vicinity.

Deliverables

- Initiation meeting agenda and notes
- Draft and final project description
- Site and vicinity photographs
- Draft and final initial study

At this meeting, we are assuming the City would provide electronic copies of the prior technical reports prepared for the 2013 EIR. Dudek is proposing to peer review the prior technical reports and to update the findings, if necessary. Dudek is not proposing to prepare new technical reports as part of this scope of work except as noted below.

Project Description

Dudek will prepare a project description for use in the Notice of Preparation (NOP) and EIR. We understand that a previous project description was prepared and assume the City will provide additional or updated information regarding the current development proposal. Maps will be used to describe the location and site plan of the project. The draft project description will be submitted to City staff for review and comment, and based on comments received, Dudek will revise the project description as necessary.

The approved project description will be used as the basis for all EIR project analyses. Minor revisions to the project description are anticipated as part of the EIR process; however, major changes could substantially affect impact analyses. Any changes to the project description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget.

Task 2 Notice of Preparation

Dudek is recommending preparation of a new Notice of Preparation (NOP) to establish the current environmental baseline. The NOP will use the project description prepared as part of Task 1, including an updated description of necessary entitlements, and will discuss the potential environmental effects of the project; describe the anticipated scope of the EIR; and will include regional and site location maps. It is our understanding that the EIR will address all issues raised in Appendix G of the CEQA Guidelines, with the exception of land use and planning, mineral resources, and population and housing. For the purposes of this scope of work, we assume the City's previously prepared Initial Study (IS) is adequate, possibly with minor edits, and we do not propose the preparation of a new IS.

Deliverables

- Draft and Final NOP
- NOC and delivery of 15 copies of the NOP to the State Clearinghouse

Attachment 2
DUDEK SCOPE OF WORK

Dudek will submit the administrative draft NOP to City staff for review and will revise the document based on comments received. Dudek will provide the City with the final NOP for posting on their website and hardcopies, if requested. Dudek staff would attend a scoping meeting to be held during the 30-day review period and make a presentation, if requested. Dudek staff would provide sign-in forms, and comment forms and would be available to record verbal comments received. It is assumed City staff would prepare any public notice and distribute either the notice or the NOP to the public and appropriate local and state agencies based on the City's existing mailing list. Dudek would prepare the Notice of Completion (NOC) and submit 15 copies of the NOP to the State Clearinghouse to initiate start of the 30-day review period.

Task 3 Prepare Administrative Draft EIR

Dudek will prepare the administrative draft EIR (ADEIR) pursuant to the requirements of the CEQA Statutes, CEQA Guidelines, CEQA case law, and relevant City policies and standards. The ADEIR will consist of the following chapters and technical sections; however, the EIR topics may change depending on new NOP comments, and input from City staff:

Deliverables

- | | |
|--|---|
| <ul style="list-style-type: none"> • Introduction • Executive Summary • Project Description • Aesthetics • Air Quality • Biological Resources • Cultural Resources • Geology/Soils • Greenhouse Gases (GHGs) • Hazards and Hazardous Materials | <ul style="list-style-type: none"> • Electronic submittal of the ADEIR in Microsoft Word, including appendices • Six hardcopies |
|--|---|
-
- | |
|--|
| <ul style="list-style-type: none"> • Hydrology and Water Quality • Noise • Public Services/ • Recreation • Transportation • Utilities • CEQA-mandated sections: Growth Inducing Effects, Irreversible Environmental Effects • Project Alternatives • EIR Preparers and References |
|--|

Attachment 2
DUDEK SCOPE OF WORK

Each of the environmental topics listed will contain the following sections: environmental setting, regulatory framework, impacts, mitigation measures, and cumulative impacts. For the cumulative impacts analysis, the geographic area in which cumulative impacts may occur will be defined, the cumulative development scenario within that area will be identified, the potential for significant impacts to occur under the cumulative development scenario and the project's contribution to those impacts will be evaluated, and a determination of the significance of the project's contribution will be made.

The methods of analysis and standards of significance used for determining impacts will be clearly and explicitly described in each technical section of the EIR, including any assumptions that are important to understand the conclusions of the analysis. The standards of significance will be consistent with other environmental documents prepared by the City.

Dudek will provide an ADEIR and an administrative draft Final EIR (AFEIR) for City staff review and a screencheck (or prepublication) draft of the draft and final EIR documents for final review prior to publication. If there is a request to prepare a second ADEIR or AFEIR, Dudek would provide a scope of work and cost estimate for this additional task.

The following are general assumptions for preparation of the technical sections of the EIR.

Aesthetics

For the aesthetics section of the EIR, Dudek will take photographs of the site and views from surrounding areas to evaluate any changes in visual character and light and glare. It is assumed project renderings or photosimulations are available from the project applicant that depict what the project would look like if constructed. Dudek does not assume preparation of photosimulations would be required. However, Dudek has the capability of preparing photosimulations, if necessary (see Contingency task, below).

Agriculture

The project site includes existing vineyards. We understand that the previous analysis found a significant impact for conversion of Prime Farmland consistent with General Plan Implementing Action LU5.1. In order to further describe the potential significance of the conversion, separate from the General Plan consistency issue, Dudek will prepare a Land Evaluation and Site Assessment (LESA) using the California Department of Conservation methodology. The LESA model provides a quantitative assessment of the potential conversion of farmland using site specific factors, including parcel size, soil information, water availability, and surrounding land uses.

Air Quality and GHGs

Dudek will estimate construction emissions associated with development of the project using the California Emissions Estimation Model (CalEEMod). The analysis of short-term construction emissions will be based on the best available information (e.g., overall construction duration, probable construction activities, phase timing, construction equipment type and quantity, workers, and haul trucks) developed using CalEEMod default values for the proposed land use and in coordination with City staff. Dudek will then evaluate the significance of the emissions based on the Bay Area Air Quality Management District (BAAQMD) significance thresholds.

Dudek will estimate project-generated operational criteria air pollutant emissions associated with mobile, energy, and area sources using the default values in CalEEMod, unless specific information is available from City

Attachment 2
DUDEK SCOPE OF WORK

staff. The operational emissions associated with the project will be compared to the BAAQMD significance thresholds.

Dudek will address carbon monoxide (CO) "hot spots" in a qualitative manner, because increases in traffic associated with the project, coupled with low CO background concentration, are not likely to result in an exceedance of ambient air quality standards. It is assumed that the study intersections would not exceed the BAAQMD screening criteria, and a refined CO hotspots analysis would not be required.

Dudek will estimate the GHG emissions associated with project construction using CalEEMod based on the same construction scenario used in the air quality analysis. Estimates of project-generated operational GHG emissions will include those associated with mobile sources, area sources, energy sources (natural gas usage and electrical generation), water supply and wastewater, and solid waste disposal. The emissions estimates will be based on CalEEMod default values, unless specific information is available from City staff. Mobile source emissions will incorporate vehicle miles traveled (VMT) estimates, if the optional VMT task is performed.

Biological Resources

Dudek will conduct a peer review of the prior biological reports (Baseline Environmental and Wetlands Research Associates) prepared for the project and will conduct a field survey to confirm the findings of the prior biological reports and to document existing conditions. During this field survey, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be recorded, as well as a determination of special-status species that could potentially occur within the project area. Dudek will prepare a memorandum that documents the findings of the site assessment. At this time, we are not assuming preparation of a biological technical report, plant surveys, wetland delineation, or mapping of vegetation communities and wetlands or waters of the United States that could potentially be under the jurisdiction of the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and/or CDFW.

If, based on our review of the prior biological reports and the field survey any focused surveys or studies are required, Dudek will notify the City to determine how best to proceed.

Cultural Resources

Dudek will conduct a peer review of the prior cultural resources report (William Self Associates) prepared for the project. At this time, we are not assuming a records search would be required or a search of the Sacred Lands File. In addition, it is unlikely a field survey would be necessary. Dudek will prepare a memorandum documenting the outcome of the peer review of the prior report if there are any concerns regarding the adequacy of the report. It should be noted that issuance of the new NOP will require compliance with Assembly Bill 52 Native American consultation requirements. We assume the City will lead this effort as government-to-government consultation, but Dudek staff will be available to support the City.

Hazards and Hazardous Materials

It is assumed a phase 1 environmental site assessment (ESA) has been prepared for the project site that Dudek could reference to prepare the hazards section of the EIR. It is anticipated the phase 1 evaluates the potential for any existing site contamination to be present on the site from past uses. Using information from the phase I ESA, Dudek will identify hazardous materials impacts or issues that could be encountered during future site disturbance.

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Hydrology and Water Quality

The hydrology and water quality section will be based on the drainage report prepared for the project (Tully & Young). We understand that flooding is of particular concern for this project. A Dudek hydrologist or engineer will conduct a peer review of the drainage report prepared for the project to determine if it is adequate or needs to be updated. Due to the location of the project site and previous concerns raised, our hydrologist will address potential flooding and flood control concerns associated with developing this area. Dudek will prepare a memorandum documenting the outcome of the peer review of the drainage report if there are any concerns regarding the adequacy of the report.

Land Use

Dudek will analyze potential incompatibilities with applicable planning policies and regulations, including the City General Plan and the Zoning Ordinance. It is understood that the proposed density is consistent with the existing planning and zoning classifications.

Noise

The prior noise analysis will be reviewed, but assuming noise measurements were taken in 2011/12, we are assuming new long-term noise measurements would be required to capture the existing ambient noise environment. In addition, because the traffic report previously prepared would need to be updated to include new traffic numbers, it is assumed we conduct new modeling to document the change in ambient noise levels.

Public Services

Dudek will evaluate the project's increase in demand for public services, which would include, at a minimum, police, fire, parks and libraries. If possible, the increase in demand will be quantified to the extent possible.

Transportation

As traffic was, and will remain, a major area of concern and controversy, we are proposing to prepare a new traffic impact analysis. The scope of the study would likely be refined after consultation with City Public Works staff, as well as regional transportation planning agencies, including Napa Valley Transportation Authority and California Department of Transportation (Caltrans) District 4. The traffic impact analysis includes the following assumptions:

- A Traffic Impact Analysis (TIA) Scoping Agreement with the City will be prepared and used as the basis of assumptions and methodologies for the TIA.
- The study area will include 12 study intersections. New peak hour traffic counts will be collected at all study area intersections during the weekday AM peak period (7–9 AM) and weekday PM peak period (3–6 PM); and, Saturday peak period (–6 PM). The counts will include vehicle by axle-classification, bicycle, and pedestrian volumes. The counts will be taken during a typical week, while local schools are in session, outside of harvest season.
- The following scenarios will be analyzed:
 - Existing
 - Existing plus Project
 - General Plan Buildout (with currently designated land uses on site)
 - General Plan plus Project

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DUDEK SCOPE OF WORK

- General Plan baseline traffic volumes will be developed based data provided in the local area transportation demand model.
- An intersection level of service (LOS) analysis will be conducted for all study intersections, during all study scenarios. The LOS analyses will be conducted using Synchro/SimTraffic LOS software, which is consistent with the *Highway Capacity Manual*. A Saturday peak hour LOS analysis is NOT included in this scope of work and cost estimate. However, Saturday peak hour counts will be collected in case it is determined that a Saturday analysis is required.
- A 95th percentile queuing analysis will be conducted using the SimTraffic software at all study intersections.
- A peak hour signal warrant analysis consistent with the *California Manual of Uniform Traffic Control Devices* will be conducted for all unsignalized intersections that operate, or are forecast to operate, at LOS D or below.
- An on-site vehicle circulation and access analysis will be conducted and based on access requirements in the City's Municipal Code and/or the American Association of Highway Transportation Officials "Green Book".
- An accident analysis consistent with the Caltrans *Highway Safety Improvement Program* will be prepared for the study intersections along SR 29. This analysis will look at the past 5 years of available Statewide Integrated Traffic Records System data.
- Mitigation measures will be recommended for significantly impacted facilities and will be developed based on the feasibility of improvement implementation.
- All methodologies, significance criteria, analysis results, and raw data will be included in a stand-alone TIA document, and submitted for review and comment by City staff.

Utilities

Dudek will quantify the increase in water demand, wastewater treatment, solid waste disposal, and energy demand. The project is not large enough to require preparation of a water supply assessment, but Dudek will evaluate the prior water supply analysis and consult with the provider to determine if adequate water is available to serve the project. Drought conditions will also be evaluated and use of an existing on-site well will also be evaluated.

Alternatives

Dudek assumes that the range of alternatives in the prior EIR was reasonable, and that the Alternatives analysis will be revised based on the updated impact analyses.

Energy

The prior EIR does not appear to consider the consumption of energy caused by the proposed project, consistent with Appendix F of the CEQA Guidelines and recent case law. Dudek will evaluate the energy consumption, including electricity, natural gas, and transportation fuels, identify any energy-saving or sustainable features of the project, and consider if the project is "inefficient or wasteful" with regards to energy resources.

Task 4 Screencheck Draft EIR

Once City staff have reviewed the ADEIR and responded with a single set of consolidated comments, Dudek will revise the ADEIR

Deliverables

- Electronic submittal of the Screencheck Draft EIR

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and submit a screencheck draft EIR for final review. Dudek will only submit the document electronically for easy review and final editing in track changes.

Task 5 Public Review Draft EIR

Based on final comments from City staff, Dudek will prepare the draft EIR for public review. Dudek will prepare a Notice of Availability (NOA) for City staff to post and mail to interested parties. Dudek assumes City staff would mail the NOA to the mailing list. Dudek will prepare the NOC and deliver 15 copies of the Draft EIR to the State Clearinghouse to initiate start of the 45-day public review period.

Deliverables

- NOA
- 15 hardcopies of the Draft EIR, including a CD containing all technical appendices in the back cover
- One master CD containing a Microsoft Word version of the document and a version in PDF (for posting on the City's website)
- 15 hardcopies of the executive summary and 15 CDs of the Draft EIR and appendices and NOC delivered to the State Clearinghouse

Task 6 Final EIR and Mitigation Monitoring and Reporting Program

Following conclusion of the draft EIR public review period, Dudek will categorize comments received on the draft EIR and prepare responses to comments for inclusion in the AFEIR. If comments received reiterate the same concerns, Dudek will prepare master responses to address those comments. Should comments on the draft EIR raise new issues or require that new surveys or technical studies be conducted to complete adequate responses, Dudek will initiate discussions immediately with City staff to evaluate the options. This scope assumes that Dudek will respond to up to 80 substantive public comments on the draft EIR (note that a single comment letter may contain multiple comments). Dudek will also prepare text changes to the EIR, as appropriate. Dudek will submit electronic copies of the AFEIR for internal review and will revise the document as directed. It is assumed that no changes to technical reports would be required at this stage of the EIR preparation.

Deliverables

- Electronic submittal of the AFEIR and MMRP
- 15 hardcopies of the Final EIR
- One reproducible hardcopy of the Final EIR and one master CD containing a Microsoft Word version of the document and a version in PDF (for posting on the City's Website)

Consistent with CEQA requirements, a Mitigation Monitoring and Reporting Program (MMRP) will also be prepared to address any mitigation measures. The MMRP will include all mitigation measures identified in the Draft EIR. The MMRP will be designed to comply with all adopted mitigation measures. A draft of the MMRP will be included in the AFEIR.

Attachment 2
DUDEK SCOPE OF WORK

Task 7 Meetings and Hearings

Dudek's EIR project manager Ms. Kronenberg, CEQA specialist Mr. Grattidge, and other key staff as needed, will attend a project kick-off meeting with the key project team members (**Task 1**). This meeting will be critical to the ultimate success of the project, as it provides an opportunity for all parties to discuss and review the scope of the project, formalize key project assumptions, and define key milestones and other critical success factors for the project. This meeting will also offer an opportunity to confirm document format requirements, points of contact, internal document review, status report details, and any other logistical, technical, or procedural concerns. We approach every project with the understanding that attention on the front end of a project can save substantial time and costs in the long run.

It is assumed the project kick-off meeting (and site visit), NOP scoping meeting, draft EIR hearing, meeting to go over comments received on the draft EIR, and two project approval hearings would all be in-person meetings. To save costs, it is assumed other project meetings would be via conference call. For the purposes of budgeting, we are assuming up to five 1-hour conference call meetings would be required throughout the life of the project.

Task 8 Project Management

We prioritize project management and believe that a focused, well-managed effort on the part of the Dudek team, City, and applicant team will be key to achieving the City's processing goals for the project. This task includes preparation of regular progress reports to be submitted with our monthly invoice to the City. A key element of Dudek's progress report procedures is identification of upcoming issues and obstacles, as well as a summary of tasks completed during the previous month to identify issues as early in the process as possible, to maintain project momentum and minimize unexpected issues.

Deliverables

- Monthly invoices and progress reports
- Email correspondence

Contingency

To address any unforeseen issues that may arise during preparation of the EIR, Dudek has included a contingency budget. If necessary to use the contingency funds Dudek would make a formal request to the City including a scope of work for the specific task in order to access the contingency funds. The contingency budget will not cover all of the tasks identified. It is assumed only one or two of the tasks identified could be required. Tasks outside our proposed scope of work (Tasks 1 through 8) that could be considered under the contingency budget include:

- Receiving more than 80 individual comments on the Draft EIR, or comments that require additional technical analysis.
- Changes to the Project Description that necessitate revising sections of the EIR.
- Preparation of additional technical reports not identified in this scope of work.
- Preparation of up to two visual simulations.
- Request to prepare additional versions of internal review copies of the ADEIR or AFEIR.
- Delay in the project schedule requiring information to be revised/updated based on changes in legislation, completion of new documents, etc.
- Receipt of detailed applicant comments on the ADEIR or AFEIR that were not included as part of the City's comments.

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DUDEK SCOPE OF WORK

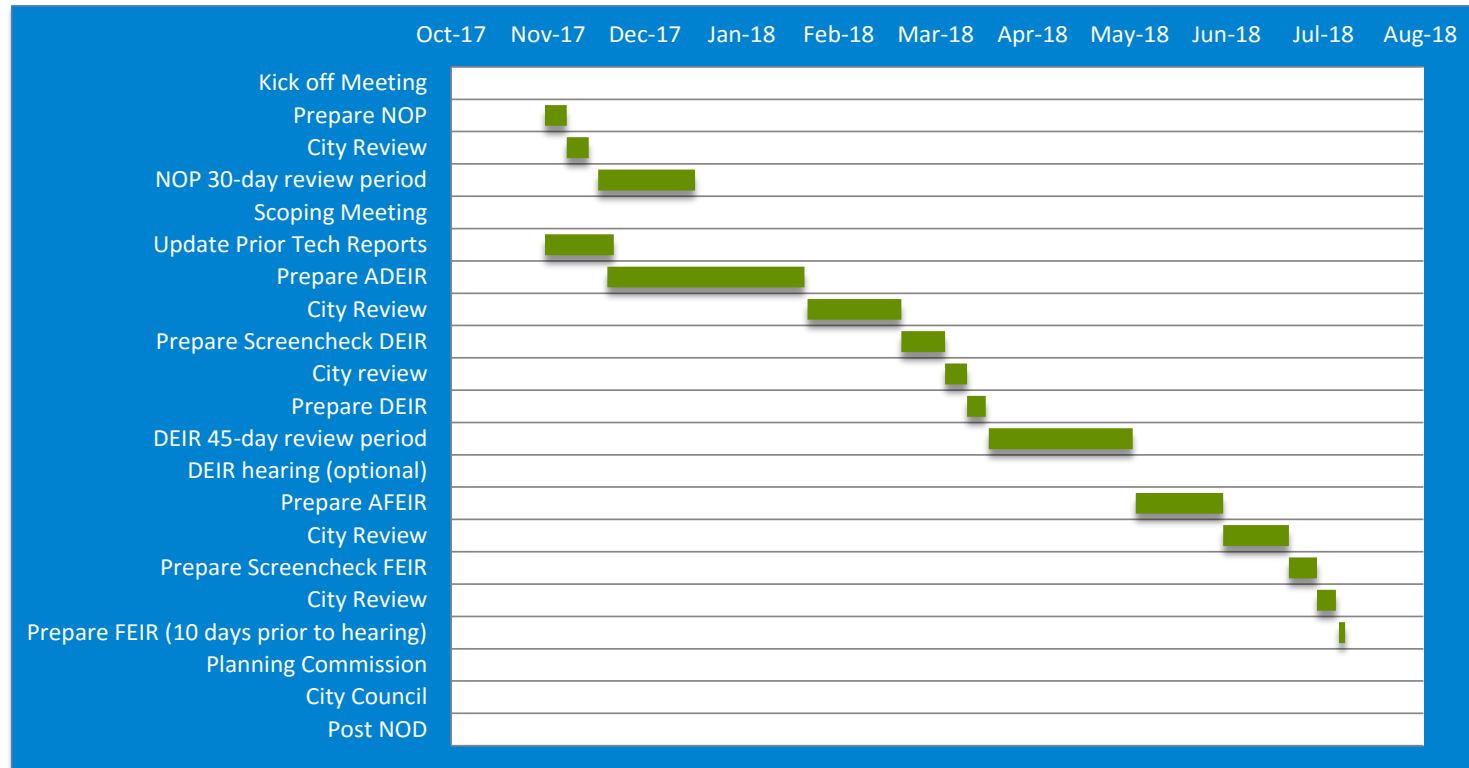
Optional Task – Legal Review

Due to the interest this project has received from the community, Dudek recommends the ADEIR be reviewed by an attorney that specializes in CEQA. As an optional task Dudek has teamed with Pioneer law Group (PLG), a firm that specializes in reviewing EIRs for compliance with CEQA. PLG would review the ADEIR and would prepare a memorandum that identifies any deficiencies in the document. The cost to review the document would require approximately 40 hours and preparation of the memorandum would require approximately 25 hours for a total cost of \$25,000.

Schedule

This schedule (**Table 1**) is based on the scope of work provided in Section 14 of the City's RFP.

TABLE 1. DUDEK WORK SCHEDULE



Bid Amount

Table 2 lists Dudek’s hourly rates of personnel assigned to the project, total costs, and amount of hours assigned for completing individual tasks. The individual tasks are further described in the scope of work provided in **Section 14 of the RFP**. The total cost is \$234,511.00. In addition, this amount does include legal services that our team may provide as an option.

TABLE 2. COST PROPOSAL

Employee	Christine M Kronenberg	Brian J Grattidge	Kara Laurenson-Wright	Kaitlin E Roberts	Matthew J Morales	Laura A Burris	Adam R Giacinto	Glenna B McMahon	Christopher L Bamobi	Joshua B Saunders	Paul A Caligiuri	Dylan J Duverge		Sabita Tewani	Dennis M Pascua	Rachel E Strobridge	Devin R Brookhart	Labor Hours	Labor at Billing Rates	Reimburseables Cost	Direct Costs	Total
Employee Type	Enviro Specialist/ Planner VI	Enviro Specialist/ Planner VI	Analyst I	Enviro Specialist/ Planner III	Enviro Specialist/ Planner IV	Enviro Specialist/ Planner IV	Enviro Specialist/ Archaeologist IV	Sr. Hydrogeologist IV/ Engineer IV	Enviro Specialist/ Planner V	Enviro Specialist/ Planner III	Senior Designer	Sr. Hydrogeologist I/ Engineer I	Analyst III	Enviro Specialist/ Planner II	Senior Project Manager/ Specialist I	GIS Specialist I	Publications Specialist III					
% Used on job	15%	2%	20%	11%	5%	1%	1%	1%	3%	3%	1%	3%	8%	14%	4%	2%	6%					
Phase	195.00	195.00	95.00	155.00	165.00	165.00	165.00	225.00	175.00	155.00	150.00	180.00	115.00	140.00	215.00	125.00	105.00					
Task 1 Project Initiation, Project Description, NOP																		-	-			-
Kickoff Mtg (see Task 7)																		-	-			-
Project Initiation	4		6															10	1,350			1,350.00
Project Description	4	1	8													5	2	20	2,570			2,570.00
Task 2 NOP																		-	-			-
Notice	2			8														10	1,630			1,630.00
IS	6		16															22	2,690			2,690.00
Task 3 AD EIR																		-	-			-
Aesthetics/Light & Glare										32	16							48	7,360			7,360.00
Agriculture		4		16												8		28	4,260			4,260.00
Air Quality & GHG					64													64	10,560			10,560.00
Biological Resources			24			16												40	4,920		82	5,002.00
Cultural Resources			16				12											28	3,500			3,500.00
Hazards			16					8										24	3,320			3,320.00
Hydrology & Water Quality			8									32						40	6,520			6,520.00
Land Use		2		24														26	4,110			4,110.00
Noise			16						36									52	7,820		82	7,902.00
Public Services & Rec			16	16														32	4,000			4,000.00

TABLE 2. COST PROPOSAL

Employee	Christine M Kronenberg	Brian J Grattidge	Kara Laurenson-Wright	Kaitlin E Roberts	Matthew J Morales	Laura A Burris	Adam R Giacinto	Glenna B McMahon	Christopher L Bamobi	Joshua B Saunders	Paul A Caligiuri	Dylan J Duverge		Sabita Tewani	Dennis M Pascua	Rachel E Strobridge	Devin R Brookhart				
Employee Type	Enviro Specialist/ Planner VI	Enviro Specialist/ Planner VI	Analyst I	Enviro Specialist/ Planner III	Enviro Specialist/ Planner IV	Enviro Specialist/ Planner IV	Enviro Specialist/ Archaeologist IV	Sr. Hydrogeologist IV/ Engineer IV	Enviro Specialist/ Planner V	Enviro Specialist/ Planner III	Senior Designer	Sr. Hydrogeologist II/ Engineer I	Analyst III	Enviro Specialist/ Planner II	Senior Project Manager/ Specialist I	GIS Specialist I	Publications Specialist III				
% Used on job	15%	2%	20%	11%	5%	1%	1%	1%	3%	3%	1%	3%	8%	14%	4%	2%	6%				
Phase	195.00	195.00	95.00	155.00	165.00	165.00	165.00	225.00	175.00	155.00	150.00	180.00	115.00	140.00	215.00	125.00	105.00				
Transportation													100	180	50			330	47,450	5,000	52,950.00
Utilities (& Energy)			16	24														40	5,240		5,240.00
Alternatives	16	4		16														36	6,380		6,380.00
Document Preparation	40	8	40													8	32	128	17,520		17,520.00
Task 4 Screencheck DEIR	12		24														6	42	5,250		5,250.00
Task 5 Draft EIR	6		16														8	30	3,530		3,530.00
Task 6 Final EIR																					
Admin FEIR	20	8	8	40	6	4	4		4	6	4	6	6	6		4	24	150	22,590		22,590.00
Final EIR	8		24														6	38	4,470		4,470.00
MMRP	4		8														2	14	1,750		1,750.00
Task 7 Meetings/Hearings	30	5	15															50	8,250		8,250.00
Task 8 Project Management	55																	55	10,725	494	11,219.00
Total Hours	207	32	277	144	70	20	16	8	40	38	20	38	106	186	50	25	80	1,357	197,765		197,765.00
Total Billing	40,365	6,240	26,315	22,320	11,550	3,300	2,640	1,800	7,000	5,890	3,000	6,840	12,190	26,040	10,750	3,125	8,400		197,765	5,000	\$203,923.00
Contingency Budget																					\$30,588.00
TOTAL																					\$234,511.00

DUDEK
2017 STANDARD SCHEDULE OF CHARGES

Attachment 2

ENGINEERING SERVICES

Project Director.....	\$270.00/hr
Principal Engineer III.....	\$240.00/hr
Principal Engineer II.....	\$230.00/hr
Principal Engineer I.....	\$220.00/hr
Program Manager.....	\$210.00/hr
Senior Project Manager.....	\$210.00/hr
Project Manager.....	\$205.00/hr
Senior Engineer III.....	\$200.00/hr
Senior Engineer II.....	\$190.00/hr
Senior Engineer I.....	\$180.00/hr
Project Engineer IV/Technician IV.....	\$170.00/hr
Project Engineer III/Technician III.....	\$160.00/hr
Project Engineer II/Technician II.....	\$145.00/hr
Project Engineer I/Technician I.....	\$130.00/hr
Project Coordinator.....	\$100.00/hr
Engineering Assistant.....	\$95.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$140.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V.....	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II.....	\$165.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Cultural Resources Technician II.....	\$75.00/hr
Cultural Resources Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES*Technical/Drafting/CADD Services*

3D Graphic Artist.....	\$160.00/hr
Senior Designer.....	\$150.00/hr
Designer.....	\$140.00/hr
Assistant Designer.....	\$135.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$130.00/hr
CADD Operator II.....	\$125.00/hr
CADD Operator I.....	\$110.00/hr
CADD Drafter.....	\$100.00/hr
CADD Technician.....	\$95.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I.....	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

DUDEK

Effective January 1, 2017

Attachment 2

Pioneer Law Group, LLP

Hourly Rate Sheet

	PRIVATE	PUBLIC AGENCY
Partners	\$450	\$400
Associates	\$275	\$250
Of Counsel	\$395	\$374
Paralegal	\$150	\$125

Cindy Tzaopoulos

From: Noah Housh
Sent: Monday, December 11, 2017 9:44 AM
To: Cindy Tzaopoulos
Subject: FW: Hunter EIR

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Comment on Hunter consent Item.



NOAH HOUSH
PLANNING & COMMUNITY IMPROVEMENT DIRECTOR
 City of St. Helena | Planning & Community Improvement Department
 1480 Main Street | St. Helena, CA 94574
 Direct: (707) 968-2659 | NHoush@cityofstheleena.org | <http://cityofstheleena.org/planning>

From: Alan Galbraith
Sent: Sunday, December 10, 2017 7:34 PM
To: Jonathan Newsome
Subject: Re: Hunter EIR

Thanks for your email. As to “consent”, any member of the public (as well as any CC member) can pull the item from consent. I strongly commend your presence at our meeting. Best, Alan

Sent from my iPad

On Dec 10, 2017, at 6:07 PM, Jonathan Newsome <jjjnewsome@gmail.com> wrote:

City Council,

I am writing to you to express a few concerns with the second pass at the Hunter EIR listed on this week's agenda..

1. The process seems to be pretty rushed. The many delays in this process are due to the applicant's foot dragging. They refused to submit a final draft of the previous version to the point that their consultant was no longer able to complete the analysis. The new plan seems to assume that a completely new consultant can pick up the old and now out-of-date report and simply do a peer review for much of it. It is not the City's responsibility to provide a route for the applicant to fast track the EIR when the delays have all been at their doing.

2. The quality of the EIR will suffer due to the peer review approach. I know from my own career that I only truly understand and can stand behind a study if I've done it myself. Peer

review of someone else's work is never as good. The new consultant should re-do the entire EIR. We deserve a better product and one that is consistent with conditions today.

3. In the Transportation section, all of the scenarios should start with Existing conditions, which means no access to the trail on Pratt. There are no plans/funds to fix that bridge at this time that I know of, so we must assume that that defines Existing. The Pope Street bridge is under additional stress from no Pratt access and the Hunter EIR should address how a new development will further stress that situation.

4. Understanding of extreme weather events has increased in the last six years since the old EIR was started. It is clear that FEMA maps that do not include climate change are inadequate. The new EIR should incorporate consideration of the all too common extreme weather events which will increase flood risk.

5. Finally, why is this item listed as consent? This is kind of a big deal!

The basic point here is that this project is far too important to do a rush job on the EIR. That will only cause more problems. The applicant has not cared about the pace for years. Why are we trying to ram this through without demanding top quality work?

Sincerely,

J. Newsome

Cindy Tzaopoulos

From: Allison Mattioli
Sent: Wednesday, December 20, 2017 4:38 PM
To: Cindy Tzaopoulos
Subject: FW: Objection to New Proposed Hunter EIR

From: Wendell Laidley [mailto:wlaidley3@gmail.com]
Sent: Wednesday, December 20, 2017 4:37 PM
To: Noah Housh <NHoush@cityofsthelena.org>; Allison Mattioli <AMattioli@cityofsthelena.org>
Subject: Fwd: Objection to New Proposed Hunter EIR

Noah and Allison,

Please forgive the long delay in forwarding my message delivered last week to City Council. Many things got in the way, including a family medical incident (broken ribs).

If you ever want information or history on the Hunter subdivision map application, please don't hesitate to ask.

Meanwhile best wishes for a happy Holiday season and a healthy, prosperous and peaceful 2018.

Wendell

----- Forwarded message -----

From: **Wendell Laidley** <wlaidley3@gmail.com>
Date: Tue, Dec 12, 2017 at 5:32 PM
Subject: Objection to New Proposed Hunter EIR
To: Sarah & Alan Galbraith <AGalbraith@cityofsthelena.org>, Peter White <peterw@cityofsthelena.org>, Mary Koberstein <MKoberstein@cityofsthelena.org>, Paul Dohring <PDohring@cityofsthelena.org>, Geoff Ellsworth <GEllsworth@cityofsthelena.org>

Dear Mayor Galbraith and Members of City Council,

Please consider this objection to the very consideration of any new EIR for Developer Hunter's development application to build housing on his property located in the Napa River floodplain, now behind our levee. Mr. Hunter and his associates have previously made outrageous claims of "rights," as documented in this City Staff Report Agenda Item # 20 for City Council's September 13, 2011, meeting ...

STAFF REPORT Agenda Item # 20



DATE: September 13, 2011

TO: Mayor and City Council

FROM: Karen Scalabrini, Interim City Manager
John Truxaw, City Attorney

RE: Threatened Legal Challenges to Proposed New Regulations
Affecting the Hunter Property

During the summer of 2010, the Planning Commission, City Council, Planning staff, and consultants hired by the City were working feverishly to conclude work on the 2010 General Plan Update and the EIR prepared for the General Plan Update. In August 2010, the City Council and Planning Commission held several joint public hearings to discuss the draft general plan including several outstanding issues, one being the rezoning the Hunter property from medium density residential to agriculture. Following those meetings, staff and consultants continued their efforts to complete both the general plan and the general plan EIR.

On September 9, 2010, the City received an application for a tentative subdivision map for the Hunter property.

On September 14, 2010 the minutes of the Council meeting held that night reflect that "Mayor Britton requested a discussion concerning a general plan amendment regarding rezoning the Hunter parcel be placed on the next agenda."

On September 21, 2010, the City received a letter from Clay Clement attorney for Dennis Hunter (all correspondence referenced in this memo is attached). In that letter, Mr. Clement argued that initiation of a rezone of the Hunter property at that point in the general plan update approval process would require the preparation of further environmental review and would compromise the internal consistency of the general plan and housing element. He also argued that the proposed amendment would result in a violation of Mr. Hunter's constitutional property rights protections.

Unfortunately that document mysteriously disappeared from the City website soon after the September 13, 2011, meeting and did not exist according to City Staff. Even former City Manager Gary Broad expressly denied the existence of the letter and claims ...



Wendell Laidley <w@laidley3@gmail.com>

Possibility of meeting?

Gary Broad <GaryB@cityofsthelema.org>
To: Wendell Laidley <w@laidley3@gmail.com>
Cc: Mayor <Mayor@cityofsthelema.org>

Thu, Oct 25, 2012 at 9:48 AM

Wendell,

As I previously indicated, City staff does not have a copy of Clay Clement's letter to Mayor Britton, we are not aware of verbal "assurances" nor do I believe any City representative could make any "assurances which would be pertinent to the pending application.

Gary

Gary Broad
City Manager
City of St. Helena

Below is a legal opinion from a respected St. Helena land use attorney, written 9 days after that City Council meeting. It explains why the developer's claims are incorrect ...

LAW OFFICES OF
JAMES R. ROSE

1500 RAILROAD AVENUE
ST. HELENA, CALIFORNIA 94574
JAMESROSELAW@SBCGLOBAL.NET

JAMES R. ROSE
KATHARINE HELDT FALACE

TELEPHONE: (707) 967-9656
FACSIMILE: (707) 963-0771

September 22, 2011

Wendell Laidley
St. Helena, California 94574

Re: ***Development of Hunter Project***

Dear Wendell:

I reviewed the packet that you submitted to my office. The following is a summary of salient law relating to vested rights and estoppel, which the California courts have comprehensively dealt with over the last few decades.

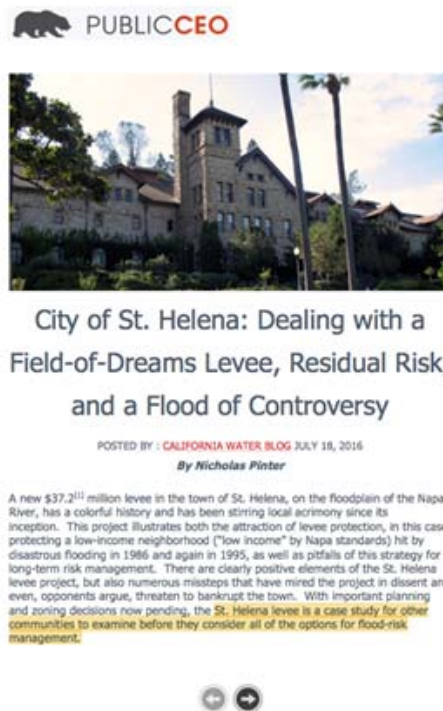
Classic Vested Rights. If a property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon a permit issued by the government, they acquire a vested right to complete construction of the development in accordance with the terms of the permit. Once a landowner has secured a vested right, the government may not, by virtue of a change in the land-use laws, prohibit construction authorized by the permit which they have relied upon.

Wendell, the landmark case which was decided by the California Supreme Court on vested rights is *Avco Community Developers v. South Coast Regional Commission* (1976) 17 Cal.3d 785, 793. Up to the point in time that the landowner has obtained a building permit and incurs substantial expenditures in reliance, no vested right is obtained and the government may change the regulations and in fact stop the project.

More on point to your case, however, neither the existence of particular zoning, nor work undertaken pursuant to government approvals preparatory to construction of buildings, can form the basis of a vested right to build a structure which does not comply with the laws.

Due to the fact that Mr. Hunter does not have a final building permit, by law he has no vested rights whatsoever. A property developer intending to construct any work of improvement on

After St. Helena's levee was built, UC Davis Professor Nicholas Pinter inspected and excoriated it in this "Field of Dreams" report ...



City of St. Helena: Dealing with a Field-of-Dreams Levee, Residual Risk, and a Flood of Controversy

POSTED BY : CALIFORNIA WATER BLOG JULY 18, 2016

By Nicholas Pinter

A new \$37.2¹¹ million levee in the town of St. Helena, on the floodplain of the Napa River, has a colorful history and has been stirring local acrimony since its inception. This project illustrates both the attraction of levee protection, in this case protecting a low-income neighborhood ("low income" by Napa standards) hit by disastrous flooding in 1986 and again in 1995, as well as pitfalls of this strategy for long-term risk management. There are clearly positive elements of the St. Helena levee project, but also numerous missteps that have mired the project in dissent and even, opponents argue, threaten to bankrupt the town. With important planning and zoning decisions now pending, the St. Helena levee is a case study for other communities to examine before they consider all of the options for flood-risk management.



10504_Pinter_PublicCEO_Article highlighted.pdf

It's time now to stop pussy-footing around this issue and put the burden of proof on the developer to justify his attorney's grandiose claims made in the correspondence that City Staff has since denied existed. St. Helena residents deserve the consideration of a decent legal argument supporting developer Hunter's claims, this time in full sunlight and accessible to City residents.

If you can do nothing more at this specific time, please remove Consent Item 7.6 from your Agenda proposing to execute an agreement with an EIR Consultant ...

- 7.6. Resolution authorizing the City Manager to execute an agreement with Dudek to complete the Hunter Residential Subdivision Environmental Impact Report (EIR) for a total amount not to exceed \$234,511.00, including contingencies.

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

It is recommended that the City Council approve a resolution to authorize the City Manager to execute an agreement with Dudek to draft an EIR for the Hunter Residential Subdivision project for a total amount not to exceed \$234,511.00, including contingencies.

[Staff Report](#)

Thank you for your consideration.

Wendell Laidley
St. Helena



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution 1) authorizing the City Manager execute an agreement with Kosmont Companies for real estate and municipal financial advisory services in an amount not to exceed \$45,000 and 2) authorizing a Fiscal Year 2017/18 budget increase of \$45,000 to 101-4300-2130 to be taken from General Fund Reserves

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In response to discussions regarding the potential sale and/or development of the City-owned properties, City Council directed staff to perform an evaluation of existing City-owned buildings in order to identify viable options for how best to pursue repair, replacement, relocation, and/or recombination of these facilities to best meet the needs of the organization.

On October 24, 2017, City Council approved a contract with EMG to complete a facilities condition and needs assessment which will compile a comprehensive inventory of all City-owned buildings, identify current conditions and deficiencies, and evaluate the structural integrity and physical state of each building. Additionally, EMG will assess the ability of each building to serve the current needs of the City, make recommendations regarding the adequacy of each building, and identify which buildings are over- or under-utilized.

This study is estimated to be completed in early 2018. In anticipation of the results of this assessment, the City is working to develop its “next steps” on how to respond to the facility needs of the City. On November 3, 2017, the City issued a Request for Proposals (RFP) for Municipal Financial and Real Estate Advisory Services. The intent of this RFP was to seek proposals from qualified consultants to provide municipal financial and real estate advisory services on an on-call basis. Phase I of this contract is to provide specialty real estate and municipal financial advisory services to City staff, the SHAPE committee, related to the review of municipal assets.

Services contemplated include but are not limited to:

- Evaluate real estate financing alternatives and advise on timing method and structure
- Advise the City on property disposition (sale vs. ground lease etc.)
- Prepare specialty fiscal impact analysis of various real estate options
- Assess range of market opportunities and income generating potential from City-owned properties, including offsets for existing lease income sources
- Provide pro forma analyses of various options related to acquisition and disposition of property, including financial due diligence of development proposals (construction costs, revenues, operating expenses, financing terms and required rates of return for private capital)

Additional phases of the contract, if desired by City Council, would be to continue to work with City Council, citizens, and staff on an on-call basis.

DISCUSSION

On November 3, 2017 the RFP was released, with a proposal due date of November 17, 2017. Respondents included the following three firms: NHA Advisors, Alvarez & Marsal Public Sector Services LLC, and Kosmont Companies.

A thorough review and scoring of the proposals, based on criteria and values set forth in the RFP, was conducted by City staff, Mark Smithers-Chair of the SHAPE Committee, and SHAPE Committee Council liaisons Dohring and Koberstein. Subsequent to the review and scoring process, all three firms were invited to participate in an interview on December 4, 2017. After conducting interviews, Kosmont Companies was unanimously selected as the firm best suited to meet the City’s unique needs, based on the firm’s qualifications and experience with multiple public entities in California. Additionally, Kosmont offers a Digital Community Outreach platform called DigiConversation. It is anticipated this platform may be used during a subsequent phase, costs for this platform will depend on scope and size of the digital outreach and will be determined at a later date. These costs are not included in the proposed initial contract amount of \$45,000.

FISCAL IMPACT

The contract being presented is on an on-call basis and the City will be charged an hourly rate based on the Hourly Rate Schedule presented on page 15 of the proposal. It is estimated Phase I will consist of approximately 40 hours of consultant time,

preparation for, and attendance/participation at up to three SHAPE committee meetings, and travel. The estimated total for this phase is \$45,000.

RECOMMENDED ACTION

Staff recommends Council adopt the attached resolution, authorizing the City Manager to execute an on-call agreement with Kosmont Companies for Municipal Advisory and Real Estate services in an amount not to exceed \$45,000 and authorizing a Fiscal Year 17/18 budget increase of \$45,000 to 101-4300-2130 to be taken from General Fund Reserves.

ATTACHMENTS

[Attachment 1 - Real Estate and Financial Advisory Services RFP](#)

[Attachment 2 - PSA Kosmont & Proposal Kosmont](#)

[Attachment 3 - Resolution](#)

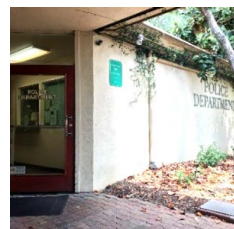
Attachment 1

CITY OF ST. HELENA

REQUEST FOR PROPOSALS



MUNICIPAL FINANCIAL & REAL ESTATE ADVISORY SERVICES



DATE ISSUED: Friday, November 3, 2017
DATE DUE: Friday, November 17, 4PM
CONTACT: April Mitts, Finance Director
amitts@cityofstheleena.org
(707) 968-2751

CITY OF ST. HELENA | FINANCE DEPARTMENT

1480 MAIN STREET | ST. HELENA, CA 94574 | CITYOFTHELENA.ORG



Attachment 1



CITY OF ST. HELENA
FINANCE DEPARTMENT

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
MUNICIPAL FINANCIAL AND REAL ESTATE ADVISORY SERVICES

DATE ISSUED: Friday, November 3, 2017

DATE DUE: Friday, November 17, 2017, 4PM

CONTACT: April Mitts, Finance Director
amitts@cityofsthelena.org
(707) 968-2751

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CITY OF ST. HELENA
OFFICE OF THE CITY CLERK
ATTENTION: CINDY TZAFPOULOS
1480 MAIN STREET
ST. HELENA, CA 94574

Attachment 1

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EXHIBITS

- A. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT

Attachment 1

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena 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 City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2017 is 6,033 (*CA Department of Finance*). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$11.1 million.

II. SOLICITATION

The City of St. Helena is seeking proposals from qualified consultants to provide municipal financial and real estate advisory services on an on-call basis. The firm selected will be expected to be available as needed by St. Helena to provide municipal financial and real estate advice to both an 11-member citizens committee and City Council.

Prospective consultants will be required to provide consultant/team qualifications, proposed work plans, and other related items as part of the proposal submittal (Section V). The deadline for submitting proposals is 4:00PM on Friday, November 17, 2017.

Attachment 1

III. SCOPE OF WORK

The City of St. Helena is soliciting proposals from qualified firms to provide municipal financial and real estate advisory services on an on-call basis. The firm selected will be expected to be available as needed by St. Helena to provide financial and real estate advice to both a citizens committee and the City Council. The scope of work may include, but is not limited to:

- Facilitate discussions with the St. Helena Assets Planning Engagement (SHAPE) Committee ("Committee"), public workshops, and with City Council;
- Participate in meetings, as requested, to answer questions and help Committee and City Council identify real estate and funding strategies;
- Provide municipal finance expertise to Committee, citizen groups, and City Council working with existing policies, state and federal regulations, and a variety of points of view;
- Provide various community engagement strategies (including digital strategies) allowing for data to be accumulated from a broad and diverse section of the City of St. Helena;
- Provide an analysis of the full range of potential financing mechanisms available to the City to acquire property, sell property, lease property, and/or build-out of existing/new buildings;
- Assist Committee to evaluate real estate and financing alternatives;
- Assess the range and scope of market opportunities and income-generating potential from various City-owned properties, including an analysis and option for leasing any additional office space, selling City-owned properties, or any other income-generating options associated with City-owned properties. This will include analysis of the current and future revenue generated through existing leases, as well as the potential revenue generated through the sale of City-owned properties;
- Provide information, judgments, and forecasts regarding economic, capital market and money market conditions;
- Provide a pro-forma financial analysis showing how the various options for financing, acquisition or sale of property, generating income, and any other potential up-front costs (e.g. required improvements) and ongoing operating costs will impact the City's revenue and expenses over the next 10 to 30 years, as applicable;
- Advise on the timing, method and structure of various financing mechanisms.

IV. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
MONDAY, NOVEMBER 17, 2017, AT 4:00 PM
 Responses received after this date and time will not be considered.

Attachment 1

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS

MILESTONE	DATE	TIME
Release RFP	November 3, 2017	N/A
Question submittal deadline	November 10, 2017	4:00PM
Questions posted on City website (cityofsthelena.org/rfps)	November 14, 2017	5:00PM
Proposal due date	November 17, 2017	4:00PM
Review and scoring of submittals	November 27, 2017	9:00AM
Interviews w/finalists	TBD	TBD
Award of contract	December 12, 2017	6:00PM
Execute contract and notice to proceed	December 13, 2017	9:00AM

The schedule may be modified and/or extended if necessary.

V. PROPOSAL REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Finance Director April Mitts by email at amitts@cityofsthelena.org so you may be added to the notification list for addendums. Failure to notify Ms. Mitts may result in missing important and required information, and could result in disqualification.

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Four (4) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered. Drawings provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section IV. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled Municipal Financial & Real Estate Advisory Services and hand-delivered or mailed to:

City of St. Helena
Office of the City Clerk
Attention: Cindy Tzaopoulos
1480 Main Street
St. Helena, CA 94574

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Attachment 1

Submittals must include the following components in the order listed below:

- Part 1: Cover Letter/Executive Summary (5 points)
- Part 2: Experience and Qualifications of Consultant/Team Members (30 points)
- Part 3: Understanding of Project Scope (30 points)
- Part 4: Commitment to the Project Budget (30 points)
- Part 5: Reference Review (5 points) Total Possible: 100 points

PART 1 | COVER LETTER/EXECUTIVE SUMMARY (5 POINTS)

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's municipal financial and real estate advisory experience and qualifications and the significant advantages to selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS (30 POINTS)

Provide detail relating to the experience and qualifications of the consultant/team, including an organizational chart showing all key personnel who will be assigned to this project. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this project.

Consultant should further document expertise by including the information regarding the following:

1. Experience as it relates to real estate and real estate development.
2. Experience as it relates to public municipal financial advisement.
3. Experience as a team on similar scope and type of projects.
4. Experience in facilitating group discussion and presentations.
5. Experience in utilizing community engagement strategies (including digital).
6. Any other information that would assist the review team in understanding the consultant team's capacity to efficiently and effectively complete the project.

PART 3 | UNDERSTANDING OF PROJECT SCOPE & DETAILED WORK PLAN (30 POINTS)

Each respondent shall demonstrate its capacity to deliver municipal financial and real estate advisory services. Respondent should outline methodology and logistics capable of meeting the goals outlined in the scope, as well as provide a proposed work plan for development and implementation as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value. Examples of report format (formal hard copy and digital deliverables) are recommended.

PART 4 | COMMITMENT TO PROJECT BUDGET (30 POINTS)

Consultant shall provide an hourly rate schedule including travel related expenses, if applicable. Each respondent should clearly explain in this section the methods and process it will use to contain expenses and that the City will be getting the best value within

Attachment 1

the budgeted amount. Information in this section shall include an hourly fee schedule shall be submitted for each proposer and any sub-consultants.

PART 5 | REFERENCE REVIEW (5 POINTS)

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant/team worked on together:

- Name of the project/study
- Location of the project
- Name, title, and contact information for the client
- Project budget
- Date of completion of the project

VI. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the City's designated Project Manager is April Mitts, Finance Director. Any questions concerning the scope of work and the selection process shall be directed to April Mitts, at amitts@cityofstheleena.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by November 10, 2017, by 4:00PM.

Responses to questions will be posted on the City's website, cityofstheleena.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

Attachment 1

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

Attachment 1

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 _____(Consultant).

RECITALS:

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

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 Work”** 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 Work”**, 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 Work”**.

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, “Costs”** attached hereto and made a part hereof. Total compensation shall not exceed _____, unless additional compensation is approved in accordance with Section 2.

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

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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:

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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.

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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.

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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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.

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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:

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.

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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: _____
Name: _____
Title: _____

By: _____
Name: Mark Prestwich
Title: City Manager

Approved as to Form:

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

Attachment 2

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 Kosmont Companies (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as On-Call Municipal Financial and Real Estate Advisory 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 Work”** 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, “Proposal”**, 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, “Proposal”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, Part 4: A “Hourly Rate Schedule”** attached hereto and made a part hereof. Total compensation shall not exceed \$45,000, unless additional compensation is approved in accordance with Section 2.

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

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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

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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: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement for a period not to exceed three (3) years after Agreement expiration or termination.

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

Attachment 2

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work

Attachment 2

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

Attachment 2

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 expressly in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

Attachment 2

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: Kosmont Companies
Attn: Larry Kosmont
213.507.9000
1604 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

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

Attachment 2

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).

Attachment 2

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Mark T. Prestwich

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Attachment 2



Prepared For:
CITY OF ST. HELENA

PROPOSAL FOR
MUNICIPAL FINANCIAL &
REAL ESTATE ADVISORY
SERVICES



Prepared By:
Kosmont & Associates, Inc., dba Kosmont Companies
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

November 17, 2017

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**PART 1: COVER LETTER
& EXECUTIVE SUMMARY**

November 17, 2017

Ms. April Mitts
Finance Director
City of St. Helena
1480 Main Street
St Helena, CA 94574

Re: Request for Proposal (RFP) for Municipal Financial and Real Estate Advisory Services

Dear Ms. Mitts:

Kosmont & Associates, Inc., doing business as Kosmont Companies (Kosmont), is pleased to present this proposal to the City of St. Helena (Client or City) for Municipal Financial and Real Estate Advisory Services.

Kosmont, a certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE), is a full service advisory firm that focuses on and provides real estate, municipal public finance, economic development, and digital community outreach advisory services. Kosmont's wholly-owned affiliates, Kosmont Realty Corporation and Kosmont Transaction Services, are licensed by the California Bureau of Real Estate as a real estate brokerage (BRE License # 01770428) and registered with the SEC and MSRB as a municipal advisor. Kosmont has a 31-year award-winning track record of working with cities and public agencies on real estate projects, fiscal analyses, and economic development strategies.

Kosmont has experience working closely with numerous City staffs on major economic development initiatives and asset management strategies over many years. We have been working with the City of Redondo Beach for over seven years soliciting, evaluating, and negotiating development agreements and analyzing public financing options for commercial development on the waterfront. For the City of South Gate, Kosmont has been working with the City since 2003 and has analyzed local market conditions, managed a developer RFQ/RFP process, negotiated an agreement for the construction of a 370,000 square foot regional retail/entertainment center called "azalea," and acted as financial advisor on the related municipal bond financing.

Most recently, Kosmont has also been assisting many of our clients in evaluating strategic alternatives to fund economic development. This effort is augmented by certain site-specific project funding agreements and certain groundbreaking and innovative work on EIFD's, zoning incentives and specific plans. For example, Kosmont recently worked with the City of La Verne to conduct an EIFD feasibility study for a TOD specific plan area around a proposed Metro Gold Line station. We provided consultation to determine proposed EIFD boundaries, potential public and private partners, infrastructure needs, and completed a tax increment analysis. It was approved on October 30, 2017 and announced as the first EIFD adopted in Los Angeles County.

What sets Kosmont apart is the combination of real estate brokerage and registered municipal advisor accreditations coupled with our hands-on experience, practical perspective and understanding of how fundamental economic factors impact future project planning and the related investment parameters for both the public and private sectors. We are aware of no other firm that possesses the combination of credentials and experience that can be delivered by Kosmont.

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Attachment 2

City of St. Helena
Proposal for Municipal Financial and Real Estate Advisory Services
Nov 17, 2017

In addition to this fundamental expertise, Kosmont has experience in digital community outreach, particularly as related to the issues of economic development, land use planning, and infrastructure. Kosmont is the creator of digiConversation™ which provides community wide digital based outreach for economic development and real estate projects. DigiConversation™ includes a **TRACK** process whereby we define and track our **Target** audience; **Reach** that target by deploying strategic messaging through Facebook and other digital social media; provide **Accessibility** 24/7 on the internet; create **Content** designed for social media and the web; and then we **Know** the results by providing detailed metrics on project support and opposition.

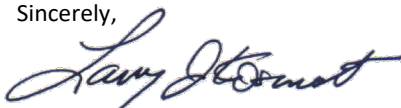
Our public and private sector experience and expertise in multiple areas, such as economic development strategies, real estate market analyses, pro forma due diligence and financial feasibility analyses, structuring options/business terms for land disposition, structuring municipal bond issues and public/private partnerships to finance public improvements, assisting in marketing surplus properties, and providing digital community engagement make us the ideal firm to provide the City with the required financial and technical expertise in both the real estate and municipals finance disciplines. The business model of the Kosmont operation is specifically designed to deliver the exact combination of services that is presently sought by the City of St. Helena.

If selected, the Project Manager and Lead for real estate development consulting assignments will be Kosmont's Senior Consultant, Mr. Thomas Jirovsky. For municipal finance services, Project Lead will be Mr. Dan Massiello, Senior Vice President. Larry J. Kosmont, President, will be the Principal Advisor on all assignments. Mr. Jirovsky will be the City's primary contact and his contact information is shown below.

Kosmont acknowledges receipt of the City's Question/Responses document. This submittal represents a firm offer to provide the City with as needed on-call financial and real estate advisory services to the City, City Council, and 11-member citizens committee.

We look forward to the opportunity to assist the City and are available to discuss our proposal at your convenience.

Sincerely,



Larry J. Kosmont, CRE®
President & CEO
Cell: (213) 507-9000

City's Main Point of Contact is Mr. Tom Jirovsky, Senior Consultant

Phone Number: (213) 422-4097 / Email: tjirovsky@kosmont.com

Mailing address: 1601 N. Sepulveda Blvd., #382, Manhattan Beach, CA 90266

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PART 2: EXPERIENCE AND QUALIFICATIONS

A. About Us

Kosmont Companies, a certified Minority Business Enterprise (MBE) and certified Small Business Enterprise (SBE), is a real estate and economic development services firm offering a full range of real estate and financial advisory, retail strategies, project finance, transaction structuring, negotiations, special district analysis, digital community outreach, and project implementation services for both the public and private sectors. Kosmont Companies was founded in 1986 and is nationally recognized. With decades of advisory services, Kosmont has assisted hundreds of public agencies in their quest for services and successful public private projects. What sets Kosmont apart is our understanding of how economics relates to future project planning, as well as our understanding of both the public and private sectors. Kosmont will integrate our established ability, strengths, seasoned experience, and hands-on knowledge to deliver the requested consulting service needs.

A brief highlight of our services is as follows:

Economic Development Consulting Services

- Economic Development Strategies (EDSP / CEDS)
- Kosmont Retail NOW!® Platform
- Special Districts (EIFD, CRIA, CFD)
- OppSites (economic dev online marketplace)
- digiConversation™ (digital community outreach)
- Downtown Revitalization
- Asset Management Plans
- Tax/Fee Analysis
- Developer Selection RFQ/RFP & DDA/ENA
- Sustainable Economic Development

Land Use and Community Planning Services

- Development Opportunity Reserve (D.O.R.™)
- Zoning & Implementation Strategies for Economic Development

Planning and Development Services

- Project Evaluation
- Project Financials & Pro-Forma Assessment
- Property Acquisition/Leasing
- Land Use/Entitlements
- Due Diligence Report

Real Estate Economics & Financial Advisory Services

- Fiscal & Economic Impacts
- Project Economics, Highest & Best Use (HBU) & Market Studies
- Public & Private Financing Structures

Our staff includes economic consultants, real estate brokers and public finance professionals along with former real estate developers and city and community development officials that provide an in-depth understanding of the California economy, its local real estate markets and financing options to more effectively respond to our Clients advisory needs.

ADDITIONAL SERVICES: Kosmont Companies also provides various other services through Kosmont Realty Corporation (KRC) and Kosmont Transactions Services (KTS). If real estate brokerage and/or public finance transactional services may be needed, Kosmont Companies can call upon the expertise of KRC or KTS as appropriate. KRC is a full service and licensed real estate brokerage firm and KTS is a public finance firm providing financial advisory services, and is registered with the SEC.

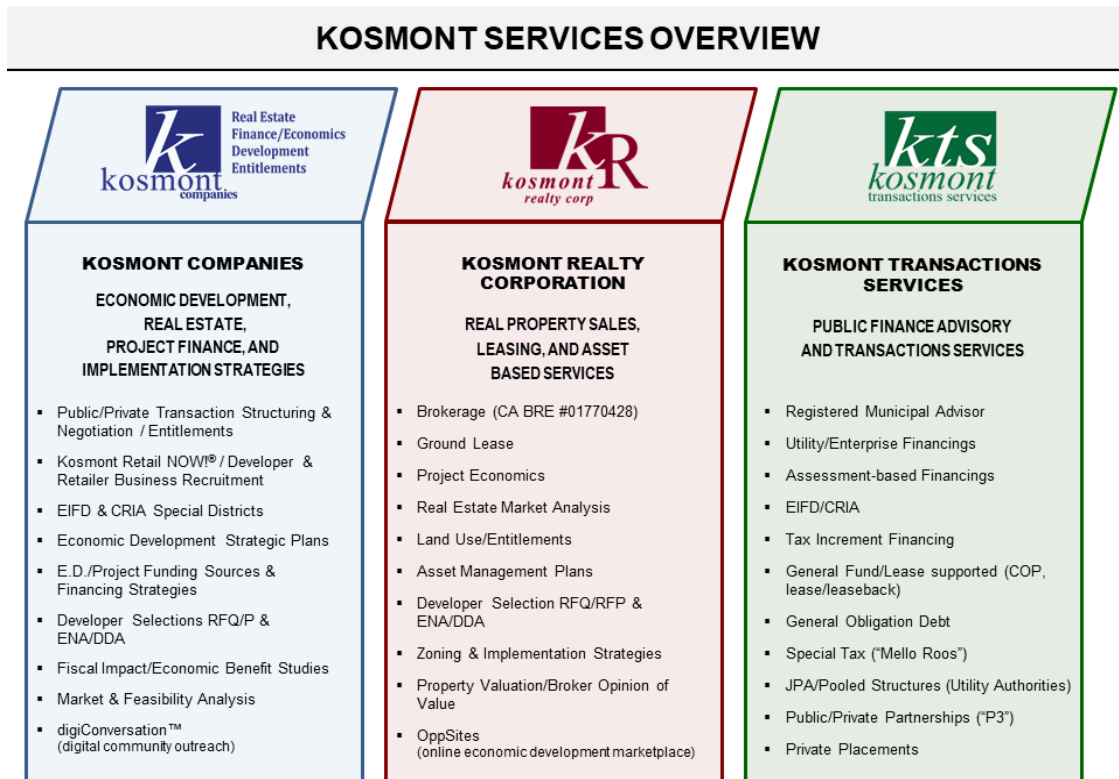
In the aggregate, Kosmont Companies, KRC and KTS have extensive experience working with local and State government on real estate transactions between public agencies and private parties and structured project financing involving public and private funding sources. Collectively, Kosmont provides public



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agencies broad access to real estate consultants and brokers, public sector deal structure experts, and public-private financial advisors. Our diverse roles and experience in the real estate and financial industries have made us highly adaptable and skilled for this type of assignment. The graphic below represents Kosmont's wide-array of services and experience.



Kosmont Companies is the proud recipient of:

"Small Private Latino Business of the Year Award"
(2015 Los Angeles Business Journal Latino Business of the Year Awards)

"Award of Excellence in Economic Development Partnerships"
(2015 California Assoc. for Local Economic Development (CALED) Awards of Excellence Program)

Mr. Larry J. Kosmont, CRE® is a recipient of:
"2016 California Business Properties Association (CBPA) Champion of the Industry Award"
(for his service in real estate and economic development)



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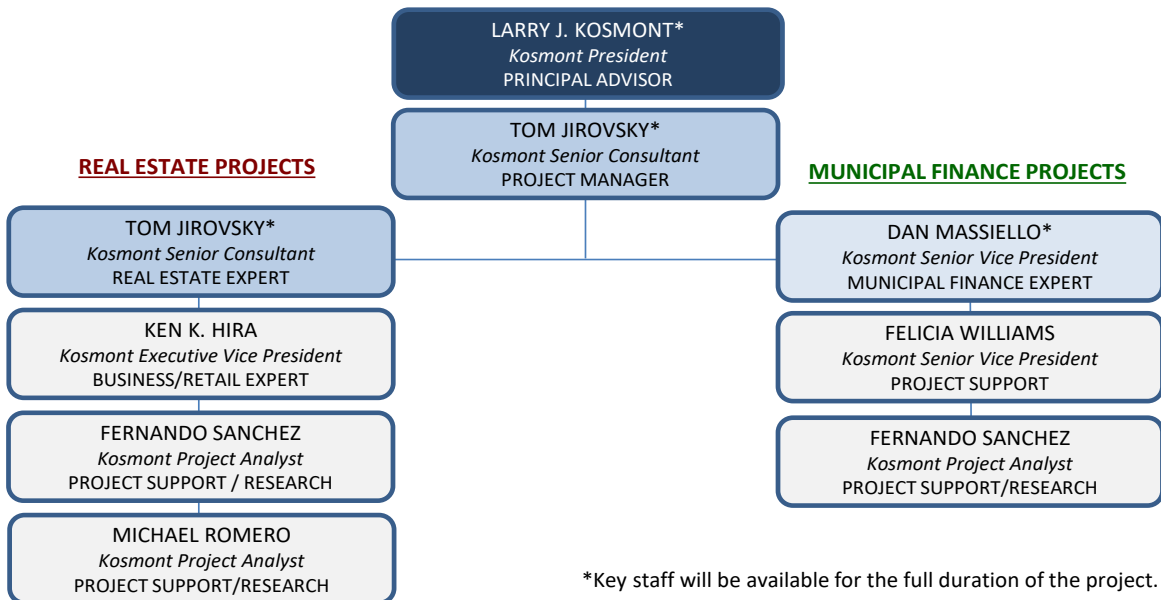
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B. Meet the Team (Organizational Chart & Resumes)

Kosmont brings a well-rounded, seasoned group of professionals with an exemplary skillset and the expertise to deliver the requested services. Our wide-array of experience and qualifications will provide the knowledge, guidance, and execution of those services necessary to assist the City in achieving their goals. If selected, the Project Manager and Lead for real estate development consulting assignments will be Kosmont's Senior Consultant, Mr. Thomas Jirovsky. For municipal finance services, Project Lead will be Mr. Dan Massiello, Senior Vice President. Larry J. Kosmont, President, will be the Principal Advisor on all assignments. **Mr. Jirovsky will be the City's primary contact.**

Based on the project assigned and at the direction of Mr. Jirovsky, he will be supported by various combinations of the Kosmont staff (*sample organizational chart shown below*), as appropriate in order to adequately provide services to the Client and stay within budget. The assigned support staff will be selected based on their skills and qualifications to provide the requested services along with their availability to work on the project for the length of the assignment. The subsequent pages in this section contain Kosmont Key Team members resumes and qualifications. Resumes for additional Kosmont support staff which helps to illustrate the depth of our team may be found in the Appendix section.

KOSMONT TEAM - SAMPLE ORGANIZATIONAL CHART



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Larry J. Kosmont, CRE®

Principal Advisor



Mr. Larry J. Kosmont, CRE® is President and CEO of Kosmont Companies, which he founded in 1986. Kosmont Companies is an industry leader in public/private real estate transactions and economic development. In 1990, he founded Kosmont Realty Corporation, a real estate brokerage firm. In 2015, he launched Kosmont Transactions Services which sources financing for public/private projects, P3 initiatives, and infrastructure funding. He is a co-principal, California Golden Fund, an EB-5 Regional Center.

Mr. Kosmont's 40-year career encompasses public/private financial structuring, negotiation, development, and management of real estate and public finance transactions exceeding \$12 billion. Mr. Kosmont has assisted hundreds of local government agencies in public finance and real estate matters ranging from large-scale economic development programs to site-specific real estate strategies and projects. He has guided over 1,000 private sector projects in obtaining public approvals, structuring deal terms, and securing public/private financing.

Mr. Kosmont served as Interim City Administrator for the City of Montebello, CA from May 2011 to March 2012 as part of a financial turnaround assignment awarded to Kosmont Companies. From 1975 to 1986, Mr. Kosmont served as a City Manager, Director of Community Development, and Redevelopment Director in the cities of Santa Monica, Seal Beach, Bell Gardens, and Burbank.

LICENSES/AFFILIATIONS: Mr. Kosmont is a registered Municipal Advisor with the MSRB / U.S. Securities and Exchange Commission, a licensed real estate broker in California (BRE No. 01182660), a designated Counselor of Real Estate, CRE®, and has served or is serving on:

- City of Manhattan Beach Economic Development Advisory Council – Chairman
- MWD Board (represented City of Los Angeles)
- State Commissioner - California Economic Development Commission
- USC Executive Education – Board of Directors
- Los Angeles City Commissioner - Industrial Development Authority
- California Assoc. of Local Economic Development (CALED) – Board Advisor
- Los Angeles Business Federation (BIZFED) – Board Member

EDUCATION: Mr. Kosmont holds a Masters of Public Administration Degree from the University of Southern California and a B.A. in Political Science from the State University of New York – Binghamton.

AWARDS: Mr. Kosmont is recipient of the 2016 California Business Properties Association (CBPA) Champion of the Industry Award for his service in real estate and economic development. Kosmont Companies received the Latin Business of the Year Award from Los Angeles Business Journal (2016).

Thomas Jirovsky

Primary Contact / Project Manager / Real Estate Expert



Mr. Thomas Jirovsky is a Senior Consultant with Kosmont Companies providing economic development, fiscal and economic impact, asset management and public/private advisory services to public agencies, land owners and developers. He is a former Senior Managing Director of CBRE Consulting's Los Angeles office and prior to joining CBRE in 2000, was CFO and principal with Kotin, Regan & Mouchly, Inc.

Through his 30-year career he specialized in the areas of market and financial feasibility



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analysis, fiscal and economic impact, and redevelopment strategies, asset management, and public/private joint ventures for small urban infill projects to large master-planned mixed-use commercial/entertainment projects.

While at CBRE, Mr. Jirovsky managed fiscal and economic impact studies for Disneyland's 50th anniversary, as well as an economic and fiscal impact study for the Disney's California Adventure expansion and the redevelopment of the Grand Central Business Center in Glendale. He also managed the economic impact analysis of California's Great America theme park in Santa Clara.

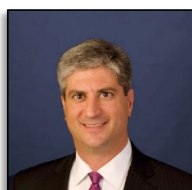
He has assisted a wide range public agencies throughout the United States in soliciting and evaluating recreational, commercial, residential and industrial development projects, tax increment and infrastructure financing and in the negotiation of development agreements and long-term ground leases on office, retail and mixed-use projects.

LICENSES/AFFILIATIONS: Mr. Jirovsky is a LEED Accredited Professional and a member of the International Council of Shopping Centers (ICSC) and Urban Land Institute (ULI).

EDUCATION: Mr. Jirovsky graduated with honors, receiving a B.S. in Architecture from the University of Southern California and a MBA in Finance from the University of Southern California.

Dan Massiello

Municipal Finance Expert



Mr. Dan Massiello, Senior Vice President, heads the Public Finance division of Kosmont Transactions Services and has over 25 years of professional experience as both a Municipal Advisor and an Investment Banker in the public securities industry. Mr. Massiello has successfully structured and closed over 300 new money and refunding transactions totaling over \$5 billion for multiple levels of local government, including redevelopment successor agencies, cities, counties, school and community college districts and special districts. Successfully completed transactions include obligations supported by a wide array of pledged resources and underlying assets, ranging from taxes (tax increment, general obligation, special tax, sales tax) to general fund operations (certificates of participation) to project revenues (nonprofit/conduit, public/private-partnerships (P3), utilities, parking operations). A significant portion of these transactions involved unrated and challenging credits which has garnered Mr. Massiello the ability to engineer well-structured and marketable financing vehicles that consistently result in successful closings that meet our clients' financing goals and objectives.

Mr. Massiello's combination of experience in both the investment banking industry and the recently regulated Municipal Advisor industry brings a unique insight and enhanced perspective to the clients we serve. Understanding the inner workings of an investment bank and the specific demands of the investing public (i.e. knowing what it takes to get bonds sold), in combination with the experience of working in a highly regulated environment, enable Mr. Massiello to consistently achieve successful results for our public agency clients while protecting their interests and assuring compliance with newly enacted and constantly evolving regulations.

LICENSES/AFFILIATIONS: Mr. Massiello previously held Series 24, 7, and 63 FINRA Licenses while employed by a Broker/Dealer. Mr. Massiello is presently a registered Municipal Advisor with the U.S. Securities and Exchange Commission and achieved a Series 50 professional qualification in January 2016 when it was first administered.

EDUCATION: Mr. Massiello holds a B.S. in Management/Finance from the State University of New York-Binghamton.



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C. Project Experience

Kosmont has 30+ years of public and private sector experience and in-depth expertise in real estate, project development, public municipal finance along with providing digital community outreach services to support these efforts. As detailed in the previous section, our team is well suited to complete a wide array of real estate and municipal finance assignments. Kosmont is well acquainted with the local and regional economic context and will utilize our experience in order to help the City achieve their desired results.

The best way for us to detail our experience is to reference relevant projects as a base for our wide-array of services. Therefore, the corresponding project descriptions provided here and on the following pages are only an abbreviated sample of our experience, knowledge, and abilities highlighting the various types of services we offer.

Sutter County: *Real Estate Asset Management Strategy*

Kosmont was retained by County to help prepare an Asset Management Strategy to maximize the value of its real estate assets. Kosmont has assisted in acquisition due diligence & redevelopment of 850 Gray Ave. property, including relocation of Health department.

Kosmont prepared a financial analysis to help develop a plan to create three distinct County Campuses:

1. Health and Human Services
2. General Government
3. Criminal Justice

Kosmont is working with County staff to identify disposition strategies for properties to be vacated as a result of dept. relocation. Kosmont is preparing analysis to understand various one time and ongoing fiscal cost and savings associated with plan. Next steps involve preparing a financing plan to fund the significant real estate acquisition and rehabilitation costs.

[View Sutter County Asset Management Report here](#)

City of Poway: *Poway Road Corridor – Digital Community Outreach*

Kosmont was retained by the City of Poway to develop an online communications platform called digiConversation™ to simplify community outreach efforts related to a major planning study - Poway Road Corridor Study. DigiConversation™ is an online outreach platform that uses digital and social media to expand community outreach for economic development, land use and real estate projects. The purpose of digiConversation™ is to expand the conversation before the decision. It enables cities to achieve greater transparency on projects, diminish controversy, and gauge results through detailed user metrics.

DigiConversation™ was developed to accomplish the following:

- **Target:** Define target audience
- **Reach:** Deploy message via communication paths that you target constituency utilizes
- **Accessible:** Craft message based on defined target
- **Content:** Create content designed for social media and web
- **Know the Results:** Track, analyze, evaluate website activity and social media ads

Hyperlinks provided below and in the Appendix section for more information

[DigiConversation™ Information Flyer](#)
[San Diego Tribune Article on Poway](#)

[DigiConversation™ Poway Website Deck](#)
[DigiConversation™ Poway Metrics Report](#)



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City of South Gate: Economic Development Consulting; Financial Advisory

Kosmont was instrumental in the development and installation of the "azalea" regional shopping center, which is a 370,000 square foot regional promotional and entertainment retail center on 30 acres.

Kosmont prepared a market study to analyze and identify the retail market potential for the City, and illustrated the level of retail leakage experienced by South Gate. The Study was intended to assist the City in assessing whether new retail development was appropriate and to help proposed projects fulfill unmet market demand and ultimately led to the azalea concept. Kosmont then prepared an Urban Decay Analysis that evaluated the local demand for the various types of retail within the proposed project, compared that demand to the available retail amenities within the City and surrounding communities, and estimated the impacts this proposed project might have on local retailers

Kosmont generated a developer RFQ, helped the City select a development team, led public-private negotiations on behalf of the City, and ultimately negotiated the Development Agreement. Kosmont also successfully negotiated an Infrastructure Financing Agreement that called for the City to fund certain off-site improvements that were necessary to make the project feasible, and prepared a Comprehensive Economic Development Strategy on the City's behalf that was instrumental in the City's acquisition of an approximately \$2.5 million grant from the U.S. Economic Development Administration for the Project.

The City's remaining financial obligation to the project was approximately \$8.4 million. The City had planned to pay agreed upon the costs through its redevelopment agency, but with the elimination of redevelopment, the City was left without a funding source, jeopardizing this critical economic development project. Kosmont also successfully served the City as its Financial advisor. Kosmont's deep understanding of the dynamics of the real estate deal enabled us to engineer a creative solution to generate the needed capital to pay the City's share of project costs. The City's Utility Authority issued Refunding Bonds to refinance its outstanding 2001 Revenue Bonds that were originally issued to finance an up-front lease payment to the City by the Authority for the acquisition of its utility systems.

The Lease Revenue Refunding Bonds generated savings and enabled the issuance of additional new money by the Authority to finance an additional partial lease payment to the City of approximately \$8.4 million, which provided the capital to finance the City's share of the project costs. Kosmont's capabilities to act in both a real estate/economic development and Financial Advisory capacity were instrumental in assisting the City with the successful implementation of this project.

The project has been an unmitigated success is now a major revenue generator for the City. **The transaction Kosmont formulated and negotiated on behalf of the city included a unique participation clause whereby the city received a \$5 million dollar performance fee in July 2017 triggered by a developer refinancing.**

EXCERPT FROM LETTER OF RECOMMENDATION:

"The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on Economic Development matters and we look forward to their continued support & expertise in guiding our long-range goals."
Michael Flad, City Manager
City of South Gate



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Oxnard Fire Station, LLC: Financial Advisor

Financing and Development of Fire Station (P3 Project Delivery)

\$15,380,000 Lease Revenue Bond Financing, 2014

The City of Oxnard needed a new fire station to serve the additional urban growth that has occurred in the past decade, but did not want to assume the financing or construction risks associated with the development of the project. Furthermore, City staff was overburdened, and the administration was seeking a way to lease a “build to suit” facility. The City was willing to sign a long-term lease, which meant that the costs and terms had to be determined prior to even commencing construction.

The City opted to utilize a P3 delivery model whereby the City would not have to develop, bid-out each component, assume any financing or construction risk, nor make any lease payments until the completion of construction and ultimate delivery of the project to the City. The City utilized a real estate asset it owns and leased the property to a third party, a non-profit LLC who oversaw the development and construction of the project.

Kosmont acted as Financial Advisor to the non-profit LLC and was integral in building the credit for this structure. In order to fund the construction costs and be able to determine what the ultimate lease payments would be, it was necessary for the non-profit LLC to obtain long term financing prior to construction. There were many “moving parts” insofar as there was a conduit bond issuer, the non-profit LLC who borrowed the bond proceeds from the bond issuer, and the City who will make lease payments to the borrower. The lease payments are pledged by the non-profit LLC to the bond issuer for the repayment of the loan, while the loan payments (made by the non-profit LLC to the bond issuer) are pledged to the bondholders for the repayment of the bonds. Kosmont orchestrated the development of the entire credit package, which included addressing the construction and development risks inherent in such a project, as well oversaw the transaction in the financial markets, including conducting negotiations with the underwriter.

The bonds achieved a rating of “A+” from Standard and Poor’s which reflects the “standard” criteria that Standard and Poor’s applies to California General Fund lease structures. Due to the inherent “abatement” and “appropriation” risks associated with General Fund leases in California, Standard and Poor’s will generally rate such structures “one notch” below the Issuer’s Credit Rating, if all other credit aspects of a transaction are considered strong. At the time, the City of Oxnard had an issuer credit rating of “AA-”, therefore, the “A+” rating assigned by S&P Was a validation of the comprehensive construction risk management package crafted by Kosmont that was built into this structure. This construction security package included a payment and performance bond, a builder’s risk policy and liquidated damages in the construction agreements, as well as funded interest that covered a construction period of 24 months, although the development team estimated design and construction would be completed in 18 months.

The financing closed in early January 2014 and the project was successfully completed and delivered on time and under budget in August of 2015.



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City of Redondo Beach: Economic, Fiscal & Real Estate Advisory Services

Kosmont has been retained by the City of Redondo Beach since 2007 serving as the real estate and financial advisor to the City on multiple real estate projects. The City of Redondo Beach retained Kosmont to develop an Asset Management Plan for the City's pier and harbor area. The area is in need of revitalization and cohesive strategies to encourage and foster development by leveraging public and private resources. Following an in depth fiscal analysis of the City and the waterfront special district funds, Kosmont assisted the City in drafting a Business Plan for the area, which was adopted by the City in 2010, and Kosmont's recommendations and strategies are now being implemented to promote and accelerate revitalization of the area.

Waterfront Revitalization: Kosmont has assisted in the implementation of the Asset Management Plan, which included a fiscal and economic impact analysis, to derive a series of policies for the management and redevelopment of the leaseholds on the 150 acres that comprise the Redondo Beach Pier and surrounding waterfront district. Kosmont developed strategies for encouraging business investment and assisted in the determination of optimum use and tenant mixes to achieve the City's revenue and revitalization goals. As part of the implementation of the Asset Management Plan, Kosmont completed negotiations for the Shade Hotel (Zisli Group), a luxury boutique hotel developed on land owned by the City and opened in 2016.



Pier Plaza & International Boardwalk - Kosmont served as the City's broker for the acquisition of Pier Plaza and International Boardwalk as part of the revitalization of the Pier and Waterfront area. Acquisition is core to City's economic development strategy of aggregating leaseholds to support the overall revitalization on the waterfront. Kosmont also structured and closed \$11.0 Million in lease-leaseback financing (105% financing) for the City's acquisition of the two properties. The financing was tailored for the City's varied short, intermediate, and long-term goals for redevelopment of the properties and included a low variable interest rate, a moderate amortization term, and a swap to fix the interest rate in the near term.

Redondo Beach Marina - Kosmont served as the City's broker for the acquisition of the Redondo Beach Marina as part of the revitalization of the Pier and Waterfront area. As part of the acquisition Kosmont also structured and closed lease-leaseback financing totaling \$12.5 million (101% financing). The financing was tailored for the City's varied short, intermediate, and long-term goals for redevelopment of the property and included a low variable interest rate, a moderate amortization term, and a swap to fix the interest rate in the near term.



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City of Redondo Beach: *Economic Development & Real Estate Advisory Services*

Marine Avenue Hotels Real Estate Advisory (TOD): Kosmont worked with the City and Developer to identify funding sources and negotiate a lease-leaseback structure to fund the development of three hotels (Hilton Garden Inn, Marriott Courtyard, and Homewood Suites) within the City. Kosmont used a pledge of future city revenues as a backstop to help underwrite financing to make the 506-room project feasible for the developer and the City. The Hilton Garden Inn and Courtyard Marriott are open for business. Homewood Suites by Hilton is scheduled to open in 2017

AES Power Plant Reuse: In 2016, Kosmont was retained to prepare numerous reuse valuation analyses, including fiscal impact of residential, commercial and mixed-use scenarios on the 50-acre former power plant site.

Kosmont is currently providing services on an as needed basis including the negotiation of multiple leases, fiscal and financial analysis, and general transactional support pertaining to the development of hotel, office, retail, restaurant and visitor serving amenities within the City. This includes efforts to negotiate a \$300 million dollar waterfront revitalization project that completed the CEQA process in the fall of 2016.



TESTIMONIAL: *"Kosmont delivers an array of technical and deal making skills that public agencies cannot develop in-house. Their ability to understand economic development projects from the city, developer and financier perspectives has delivered tremendously successful results for Redondo Beach."*

Peter Grant, City Manager, City of Cypress (Former Asst. City Manager, City of Redondo Beach)

In addition to the materials provided as hyperlinks within the Project Experience section, we have included sample work product for three more projects as listed below and also found in the Appendix:

- City of Hermosa Beach Financing: [Bonds 101](#) and [Preliminary Review](#)
- [City of Buellton, Economic Development Strategy and Implementation Plan](#)
- [City of Thousand Oaks, Economic Development Strategic Plan](#)



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PART 3: UNDERSTANDING OF PROJECT SCOPE

A. Approach / Methodology

Kosmont has served clients throughout California for over 30 years and attributes its continued success to delivering value to clients which results in client satisfaction. Kosmont's approach to providing consulting services is to understand each project and the unique opportunities and challenges each one presents and then to incorporate our expertise, knowledge and services as appropriate. Kosmont has an extensive track record of completing projects and successfully bringing those projects to fruition. As outlined below, Kosmont utilizes a system of controls and has an organized structure in place to effectively manage and ensure each project's success.

Kosmont believes in maintaining regular communication with appropriate Client staff/representatives and/or stakeholders to keep activities in alignment with the Client's ultimate goals. Depending on workload this could involve emails, conference calls, and in-person meetings (when necessary) to the appropriate parties working on this project. In addition to standing meetings, Kosmont will hold meetings as appropriate to provide an open channel of communication and understanding between Client and Kosmont. To satisfy project management needs, Kosmont will make certain its staff and Team is available to Client as necessary to complete the desired assignments by maintaining an understanding of timing and workload requirements of Client.

Kosmont allocates tasks and responsibilities to team members based on subject-matter expertise and available capacity to optimize efficiency, cost effectiveness, and on schedule delivery of work product to its clients. Tasks within the skill sets and responsibility of a particular Project Manager (PM) are completed by that project manager and all remaining tasks are sent out to the appropriate parties (other team members, clients, subconsultants, etc.). The project manager then actively monitors the progress of any tasks distributed to confirm they are completed in a timely and accurate manner.

In order for projects to proceed smoothly and efficiently, Kosmont uses a series of comprehensive checklists that have been developed based on our years of project management experience and include all aspects and milestones from proposal to close-out for detailed tasks on all types of projects. Checklists will be developed and confirmed with Client prior to initiation of work in order to carefully manage schedule and cost, and to deliver relevant and compelling work product. Checklists are utilized on a daily basis to help ensure that no project requirement will be left incomplete and/or cause unnecessary delays in delivery.

Additionally, every Kosmont team member participates in short daily calls and monthly project meetings to discuss the progress of each project, confirm future tasks, and provide updates to the PM. This ensures efficiency in workload, reduces redundancy, and provides a forum for cross checking each team member's work and affords the PM the ability to confirm the predetermined checklists of each phase of the project are proceeding smoothly while being completed in the highest quality and most efficient manner possible. Senior team members such as Larry J. Kosmont, CRE and Ken K. Hira, review work product for quality control purposes prior to submission to Client.

This collection of project management activities and controls has allowed Kosmont to achieve its long standing track record of successful on-time and within budget project delivery. Kosmont is committed to providing solutions and assisting clients achieve their desired results.

For the specific projects that the City requires assistance, Kosmont proposes to submit a scope of work, staffing plan and hourly budget allocation by professional staff level to complete each task based on public



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sector hourly rates. To provide the City with flexibility and assure availability of necessary personnel, Kosmont proposes to dedicate the following personnel to assist the City:

- President/Exec VP will be available at least 4 hours per month
- Sr. Vice Presidents will be available at least 20 hours per month
- Vice Presidents and Project Analysts will be available for up to 40 hours per month

B. Work Plan

Based on the overview of the three affiliated Kosmont firms, and the services requested in the RFP, we are able to provide the City with a one-stop shop and a full range of market, economic and financial consulting services that can assist the City in achieving its economic development priorities.

Through our in-depth team of experienced real estate and finance professionals, Kosmont provides its clients with specific service areas of expertise that include the following:

- Facilitate discussions with St. Helena Assets Planning Engagement (“SHAPE”) Committee, public workshops and City Council
- Participate in meetings to help City identify real estate strategies and relevant risks
- Provide municipal finance expertise consistent with existing policies and state and federal regulations
- Economic development strategies and implementation
- Analysis and implementation of new economic development tools such as CRIA and EIFD
- Evaluate real estate financing alternatives and advise on timing method and structure
- (e.g. Assessment Districts, CFD’s, Lease/Leaseback) through Kosmont Transaction Services
- Provide community engagement strategies (use of digiConversation™ digital outreach platform) to increase transparency and allow input from broad and diverse sections of the City
- Analysis of local and regional real estate market conditions and future trends to
- advise the City on property disposition (sale vs. ground lease etc.)
- Prepare fiscal impact analysis of new development proposals
- Assess range of market opportunities and income generating potential from City-owned properties, including offsets for existing lease income sources
- Provide current information on regional economic and capital market conditions/trends
- Provide pro forma analyses of various options related to acquisition and disposition of property, including financial due diligence of development proposals (construction costs, revenues, operating expenses, financing terms and required rates of return for private capital)
- Market available properties and attraction of new businesses to the City through
- Kosmont Realty Corporation and OppSites.com

Meeting Facilitation; Kosmont is experienced in creating the components of, conducting and leading in-person community outreach programs for real estate and economic development assignments, including CEQA workshops. We prefer to coordinate with local outreach experts as may be available as this tends to dilute concerns of outsider companies that can be raised.

If necessary, to assist the City in marketing development sites as a component of on-going economic development services, Kosmont recommends that we showcase and manage your development sites on OppSites.com. Kosmont is a certified Economic Development Services Provider on OppSites, enabling us to leverage all features of the OppSites PRO platform. We can partner with the City to showcase opportunity districts and sites, market them to real estate professionals, and use analytics and messaging tools to connect with interested investors, brokers, and developers, saving time and resources.



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PART 4: COMMITMENT TO PROJECT BUDGET

A. Hourly Rate Schedule

Professional Services*

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this rate sheet.
- 5) **Travel.** Kosmont provides our extensive menu of services throughout California. With our Northern California clients, we work collaboratively and efficiently to minimize travel expenses and either meet in-person, schedule conference calls, correspond via email, and/or utilize Go-To-Meetings.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.

*Professional Hourly Rates are for real estate services and consulting about various financing options. Fee structure would be negotiated if/when Kosmont Realty Corporation is engaged for brokerage services and if/when Kosmont Transactions Services is engaged for municipal finance/bond services.



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SECTION 5 – REFERENCE REVIEW

1. **Client Name:** **City of South Gate, 8650 California Avenue, South Gate, CA 90280**
Project Name: *Economic Element, Market Study & Development Strategy*
Contact: Michael Flad, City Manager
Phone / Email: (323) 563-9503 / mflad@sogate.org
Budget: \$100,000+
Dates: 2003 – Current City Advisor
[\[See Letter of Recommendation located in the Appendix Section \]](#)
2. **Client Name:** **City of Redondo Beach, 415 Diamond St., Redondo Beach, CA 90277**
Project Name: *Economic, Fiscal & Real Estate Advisory Services*
Contact: Joe Hoefgen, City Manager
Phone / Email: (310) 937-5315 / Joe.hoefgen@redondo.org
Budget: \$125,000+
Start/End Dates: 2007 – Current City Advisor
3. **Client Name:** **Sutter County, 1160 Civic Center Blvd., Suite A, Yuba City, CA 95993**
Project Name: *Real Estate Asset Management Strategy*
Contact: Scott Mitnick, County Administrative Officer
Phone / Email: (530) 822-7100 / smitnick@co.sutter.ca.us
Budget: \$50,000
Start/End Dates: August 2017 – Current County Advisor
4. **Client Name:** **City of Poway, 13325 Civic Center Drive, Poway, CA 92064**
Project Name: *Poway Road Corridor – Digital Community Outreach*
Contact: Tina White, City Manager
Phone / Email: (858) 668-4501 / twhite@poway.org
Budget: \$44,000
Start/End Dates: June to October 2017



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APPENDICES

A. Professional Services Agreement

Related to the sample Professional Service Agreement (PSA) provided in the RFP as Exhibit A, if selected, Kosmont would request the following modifications to the PSA:

1. Pertaining to **PSA item 7B3**, modification of the dollar amount so that it reads: “Employer’s Liability: ~~\$2,000,000~~ **\$1,000,000** per accident for bodily injury or disease.”

[Kosmont’s insurance related to workers compensation and employer’s liability is capped at \$1 million per accident, and therefore requests that the reference to \$2 million be replaced with \$1 million.]

2. Pertaining to **PSA Item 8C**, modifications to these two (2) sentences:

- a. “...but the limits of such insurance shall ~~not~~ limit the liability of Consultant hereunder.”

[Kosmont will be providing General Liability insurance of \$1 million per occurrence/\$2 million aggregate; Automobile insurance coverage of \$1 million combined single limit; Umbrella coverage of \$3 million per occurrence/\$3 million aggregate; Workers Comp coverage of \$1 million per accident/\$1 million each employee; and Errors & Omissions insurance of \$2 million per claim/\$2 million aggregate. Due to these generous insurance coverage amounts related to a contract for a non-construction activities, Kosmont requests that its risk and exposure be reasonably limited to its insurance proceeds, and that the word “not” be stricken.]

- b. “The provisions of this section shall survive the expiration or earlier termination of this Agreement **for a period not to exceed three (3) years after Agreement expiration or termination.**”

[Kosmont requests the phrase as shown immediately above be added as clarifying language at the end of this sentence, as otherwise, there is no time fuse. Three (3) years after a non-construction related contract’s termination or expiration is a reasonable period of time to bring closure to the risk of ongoing, open-ended indemnification.]



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B. Kosmont Support Team Resumes

Ken K. Hira

Business / Retail Expert



Mr. Ken K. Hira serves as Executive Vice President for Kosmont Companies. An expert in development and strategies for business attraction, Mr. Hira has over 25 years of varied experience in virtually every aspect of real estate financing, downtown revitalization, acquisition, entitlement, development, asset management and disposition. Mr. Hira's expertise is in identifying businesses/retail tenants and negotiating mixed-use projects that can revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President of the Irvine-based mixed-use developer, Pacific Century Commercial, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the commercial division of the company. Prior to this, as a Managing Director of Acquisitions for Westrust and a Vice President of Development at Lewis Retail Centers, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment, and was responsible for 800,000 square feet of retail entitlement, design and development. As Vice President of GMS Realty, Mr. Hira entitled one million square feet of retail development projects, as well as led the acquisition of 24 neighborhood and community shopping centers, totaling 3.3 million square feet and valued at \$375 million, and organized a \$287 million recapitalization.

LICENSES/AFFILIATIONS: Mr. Hira is an active volunteer leader of the International Council of Shopping Centers. He serves as the ICSC Western Division P3 Retail Co-Chair, advocating public-private partnerships, while previously serving as the ICSC Southern California State Director, Program Committee Chair and Alliance Co-Chair.

EDUCATION: Mr. Hira holds a Bachelor degree in Economics and Business from UCLA.

Felicia Williams

Municipal Finance Support



Ms. Felicia Williams is a Senior Vice President at Kosmont Companies and has a background in public finance, economic development, and sustainability. Ms. Williams assists municipal clients with a comprehensive approach to implementing economic development and sustainability strategies, in addition to identifying funding sources for key projects. During her 10 years as an investment banker and municipal advisor she specialized in environmental projects, redevelopment, land-secured, and infrastructure bonds. Her experience also includes corporate finance at a Fortune 500 energy utility and prior redevelopment work at Kosmont Companies.

LICENSES/AFFILIATIONS: Ms. Williams is presently a registered Municipal Advisor with the U.S. Securities and Exchange Commission and achieved a Series 50 professional qualification.

EDUCATION: Ms. Williams received her M.B.A. in Finance from the University of Michigan Ross School of Business, her M.A. in Urban Planning from UCLA, and her B.A. in Public Policy from Stanford University.



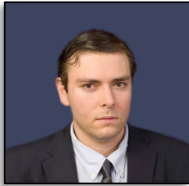
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Fernando Sanchez

Project Support



Mr. Fernando Sanchez is a Project Analyst with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility of new infrastructure financing districts such as Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization and Investment Authorities (CRIAs).

Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

AFFILIATIONS: Mr. Sanchez is a member of the American Planning Association and the Urban Land Institute. He is also a Board Member of the Princeton Club of Southern California.

EDUCATION: Mr. Sanchez holds a Master of City Planning degree from the University of Pennsylvania, where he focused on public and private real estate development. He also holds a Bachelor of Arts in Sociology with minors in Urban Studies, Latin American Studies, and Spanish from Princeton University.

Michael Romero

Project Support



Mr. Michael Romero, Project Analyst with Kosmont Companies, assists in providing real estate, financial advisory, and economic development services to Kosmont's clients. His focus is in market supply and demand analysis, econometric analysis, and monetary economics.

Prior to joining Kosmont Companies, he worked in the Office of the City Administrative Officer (CAO) for the City of Los Angeles, CA. During his tenure with the City, he worked directly with the Municipal Facilities Committee, supporting the optimization of the City's maintenance yards and shops. His efforts helped produce a comprehensive property database for the Bureaus of Sanitation, Street Lighting, and Street Services and the Departments of Fire, General Services, Rec. and Parks, and Transportation. Mr. Romero participated in site visits to maintenance yards, repair shops, and vacant, City-owned property throughout the City to gather, analyze and assess information.

Prior to his work with the City of Los Angeles, Mr. Romero conducted public policy research for the California Center for Public Policy (CCPP) and provided financial advisory services, while specializing in risk management, as a Financial Representative with Northwestern Mutual.

LICENSES/AFFILIATIONS: Mr. Romero is a member of the American Economic Association (AEA).

EDUCATION: Mr. Romero holds a Bachelor of Arts in Economics from the University of California, Santa Barbara.



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C. Letters of Recommendation

City of South Gate's Letter of Recommendation



MICHAEL S. FLAD
CITY MANAGER

City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 563-9503
FAX (323) 569-2678 • mflad@sogate.org

January 27, 2015

To whom it may concern:

I am writing to express my support for Kosmont Companies and recommend them as a financial advisor.

Kosmont Companies served as our Financial Advisor for the City's 2012 Utility Bond Refinancing efforts and assisted the City in reviewing the County of Los Angeles "pool program" for refunding redevelopment debt. Larry Kosmont and Dan Massiello worked throughout the project and conducted a thorough review, provided the city a great sense of the potential risks/strengths of the program, and were able to deliver timely work products. Overall, I was very pleased with the product they delivered to the City/Successor Agency.

I have known Kosmont Companies for over 20 years and they are ethical and professional consulting group who know local government like few others. Kosmont is competent, always responsive and produces top notch quality work. The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on economic development matters and we look forward to their continued support and expertise in guiding our long-range goals.

Should you need to contact me, please do so at (323) 563-9503 or mflad@sogate.org.

Sincerely,

Michael Flad, City Manager
City of South Gate

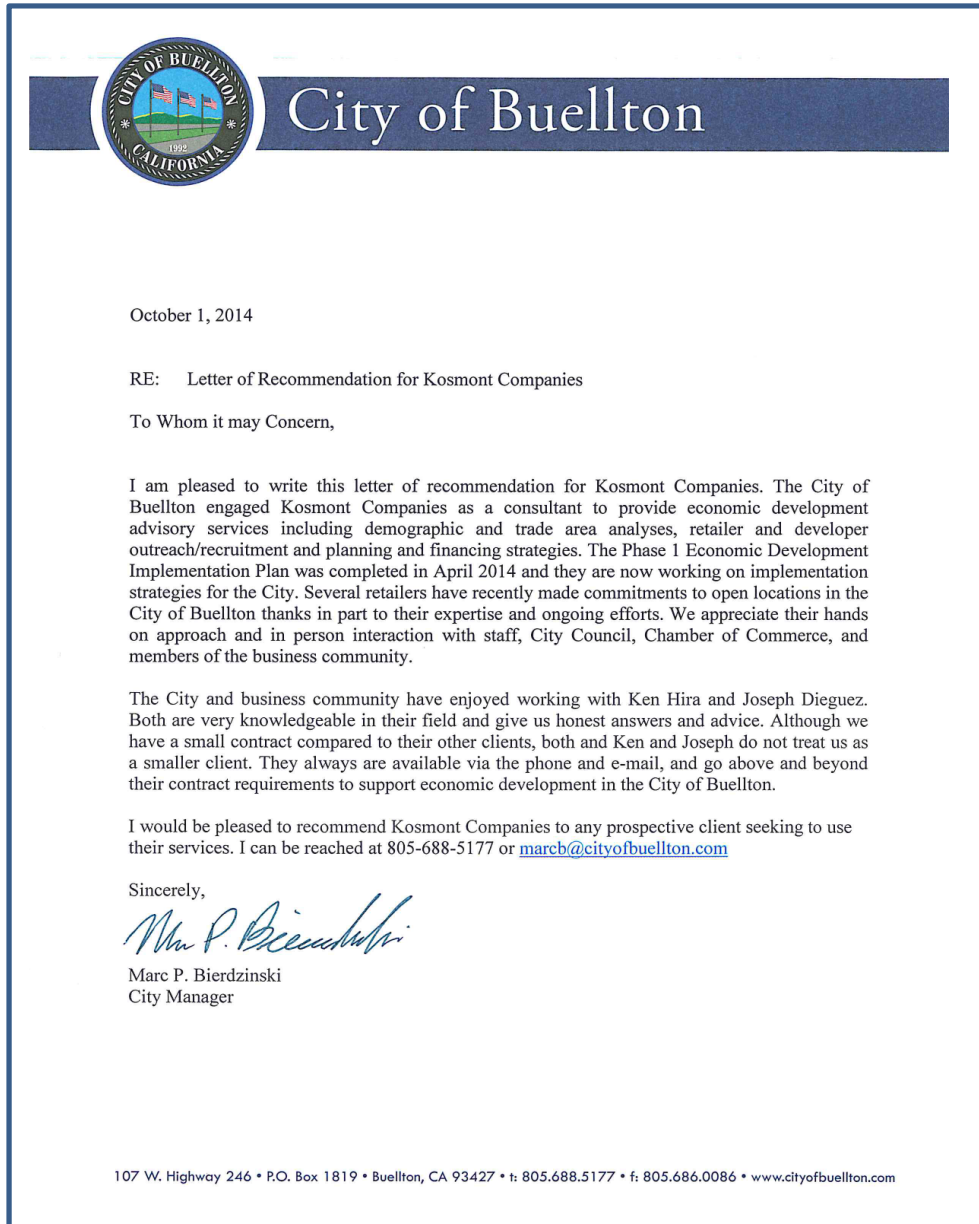


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City of Buellton's Letter of Recommendation



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D. Links to Sample Work Product

As requested in the City's RFP, examples of Kosmont reports are listed below along with corresponding hyperlinks.

1. City of Poway, Poway Road Corridor – Digital Community Outreach
 - [DigiConversation™ Poway Metrics Report](#)* (Kosmont Companies)
 - [DigiConversation™ Poway Website Deck](#)* (Kosmont Companies)

Additional Information

 - [DigiConversation™ Information Flyer](#)*
 - [San Diego Tribune Article on Poway](#)
2. [Sutter County Asset Management Plan \(Report\)](#) (Kosmont Companies and Kosmont Transactions Services)
2. City of Hermosa Beach, Financing
 - [Bonds 101](#) (Kosmont Companies and Kosmont Realty Corporation)
 - Oil Settlement Agreement [Preliminary Review](#) (Kosmont Realty Corporation)
4. [City of Buellton, Economic Development Strategy and Implementation Plan](#) (Kosmont Companies)
5. [City of Thousand Oaks, Economic Development Strategic Plan](#) (Kosmont Companies)

E. Hard Copies of Sample Work Product

*Hard copies of the selected work product above may be found on the following pages.





Poway Road Corridor FB Page – Metrics Report

Activity Period: July 24, 2017 to October 31, 2017
digiCampaign Start Date: July 24, 2017

FACEBOOK PAGE DATA & ANALYTICS

Definitions for Facebook (FB) Ad and Boosted Post Activities

Ad- Paid content that appears directly in target users' news feeds, and offer highly specific targeting options. *(Copies of ads in Exhibit 1)*

Boosted Post - Paid promotion of a FB post that amplifies to a wider audience. *(Copies of boosted posts in Exhibit 1)*

Reach - Number of individuals who viewed your ad or boosted post at least once.

Result: Boosted posts and ads reached a total of 70,479 individuals (48,519 + 21,960 = 70,479).

[Note: Facebook counts an individual that viewed an ad and boosted post as two (2) individuals, which is reflected in the overall total (70,479). However, it should be noted that at least 48,519 different individuals viewed your ad or boosted post on Facebook]

Impressions - Number of times your posts and/or ads were viewed.

Result: Since inception of digiConversation™ project, boosted posts and ads were viewed 304,709 times (229,878 + 74,831 = 304,709).

Figure 1: ALL Boosted Posts (Reach vs. Impressions)

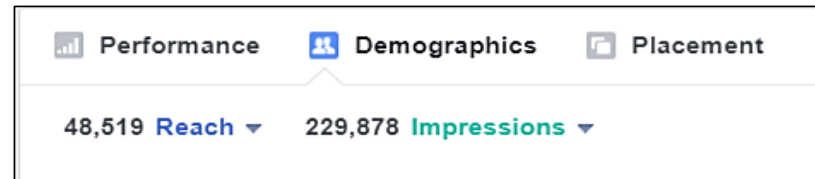


Figure 2: ALL ADS (Reach vs. Impressions)

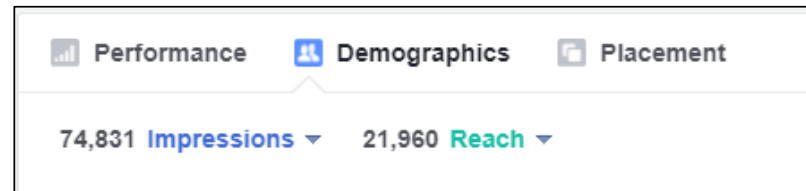
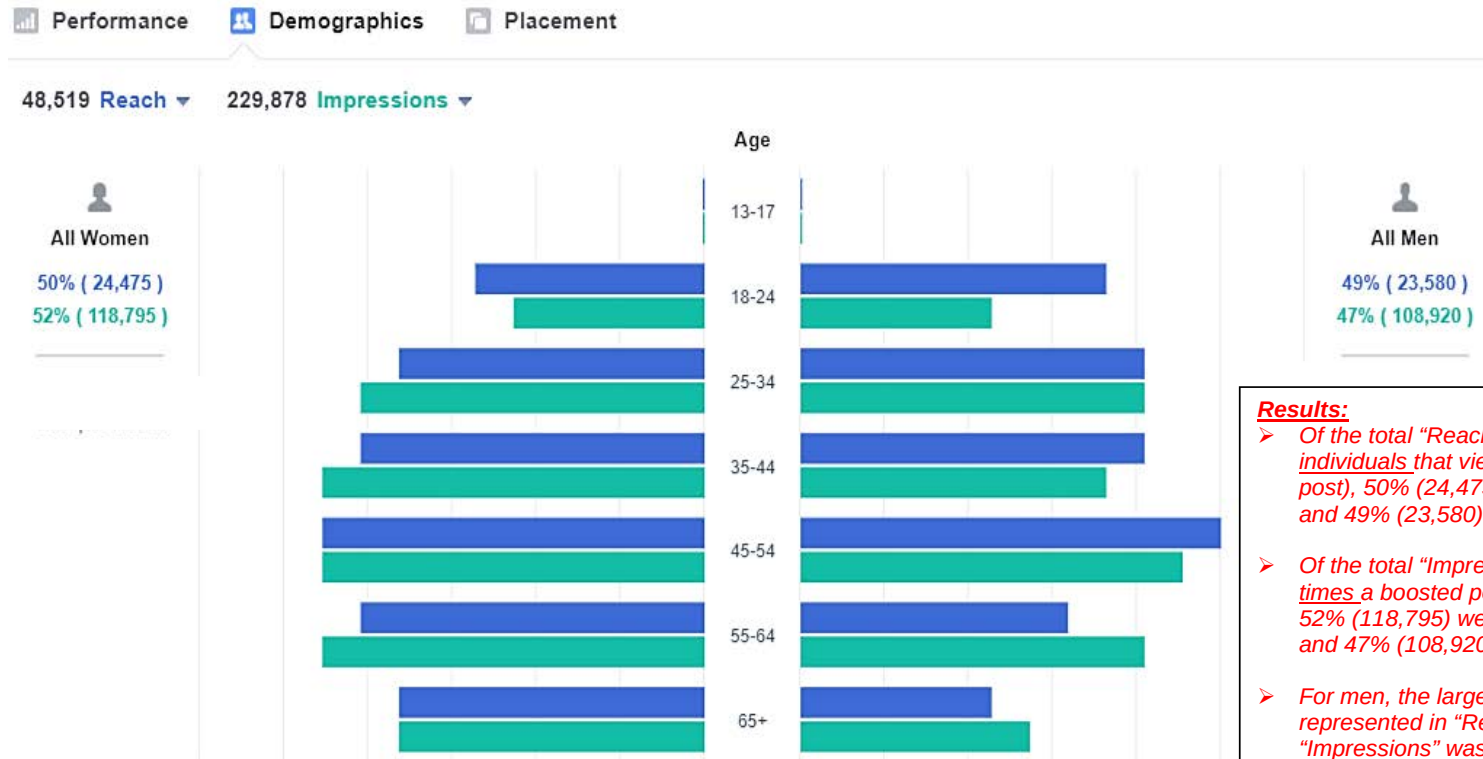


Figure 3: User Demographics of Boosted Post Activity**Results:**

- Of the total "Reach" (no. of individuals that viewed a boosted post), 50% (24,475) were women and 49% (23,580) were men.
- Of the total "Impressions" (no. of times a boosted post was viewed), 52% (118,795) were from women and 47% (108,920) were from men.
- For men, the largest age group represented in "Reach" and "Impressions" was 45-54.
- For women, the largest age group represented in "Reach" was 45-54. In "Impressions," the largest age groups were comprised of the 35-44, 45-54, and 55-64 age groups.

Note: Demographic results figures shown for Men and Women may not add up to total "Reach" or "Impressions" figures due to unavailable demographic info for Facebook user profiles.



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Poway Metrics Report November 7, 2017

Figure 4: User Demographics of Ad Activity

Note: Demographic results figures shown for Men and Women may not add up to total "Reach" or "Impressions" figures due to unavailable demographic info for Facebook user profiles.

Results:

- Of the total "Reach" (no. of individuals that viewed an ad), 60% (45,213) were women and 39% (29,012) were men.
- Of the total "Impressions" (no. of times an ad was viewed), 57% (12,612) were from women and 42% (9,132) were from men.
- For men, the largest age group represented in "Reach" was 35-44. In "Impressions," the following age groups were tied: 35-44 and 45-54.
- For women, the largest age group represented in "Reach" and "Impressions" was 35-44.



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Poway Metrics Report November 7, 2017



Definitions for Overall Facebook Page Activity

Conversion Rate (CR) - Percentage of total unique users who take a desired action. Conversion Rate = # of unique users who engaged in certain activity / total unique users. For example: CR of Reactions = post reactions/unique users (320/434=73.73%)

Unique Users - A single individual who engages on your FB page. New users are total number of individual member accounts that joined as of a certain report date.

Avg. Events Per User - Average total activities performed by each user.

Total Events – Number of times a user engages on the Facebook page (i.e. reaction, comment, share, click-throughs, and previews).

Reactions – An activity where a unique user can select a button or emotive icon to express supportive (e.g. “like”, “love”, and “wow”) or not supportive (e.g. “angry” “sad” “haha”) reactions on boosted posts, ads, and/or comments on the Facebook page.

Figure 5: Breakdown of Unique User Activity on Facebook Page

	Total	Post Reactions	Post Comments	Post Shares	Click-Throughs & Previews
Conversion Rate	100%	73.23%	6.41%	0.92%	19.44%
Unique Users	437	320	28	4	Not Available
Average Events Per User	3	1	2	26	Not Available
Total Events	1,300	463	66	104	667

Results:

- Facebook page had a total of 437 Unique Users.
- Of the total Unique Users (437), 73.23% were post reactions; 6.41% posted comments; and 0.92% posted shares. The remaining 19.44% were categorized as click-through and preview activity.
- Facebook page had 1,300 Total Events. Of the total, 463 were post reactions; 66 were post comments; and 104 were post shares. The remaining 667 were from click-through and preview activity.
- Unique Users performed an average of 3 events (e.g. reaction, comment, share, click-throughs, and previews) on your Facebook page.



Figure 6: Historical Unique User Activity on Facebook (July 2017 to October 2017)

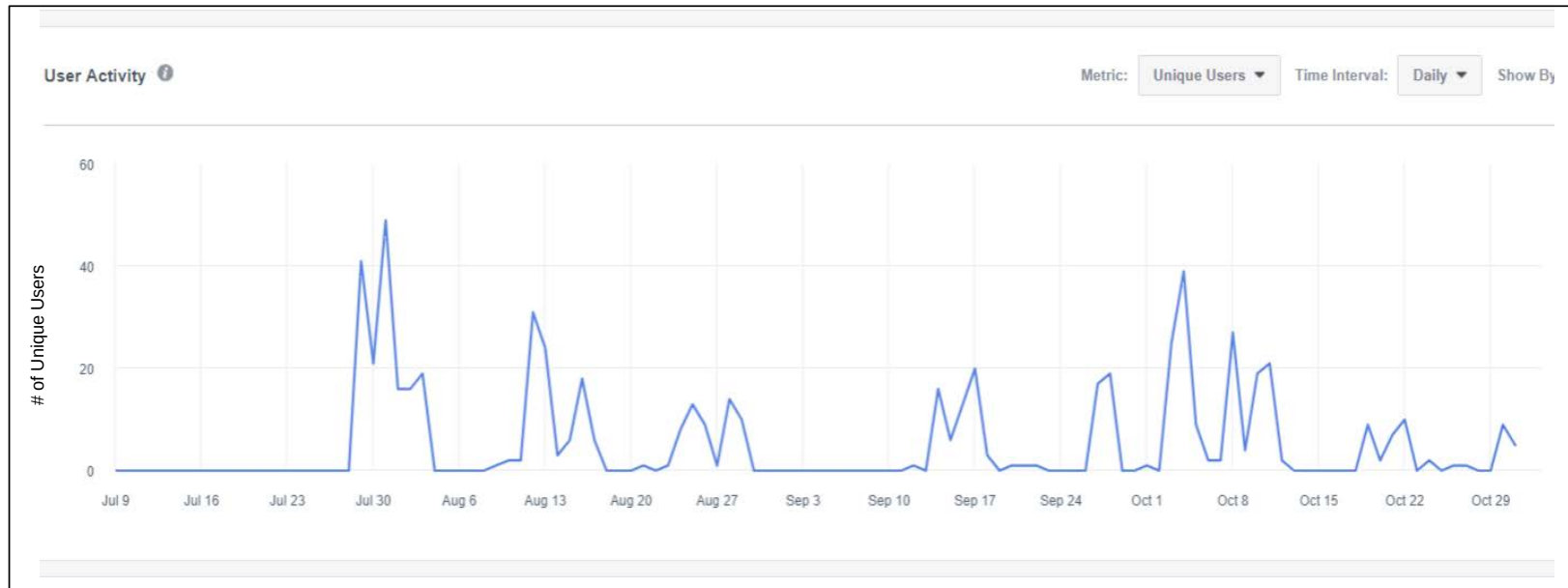
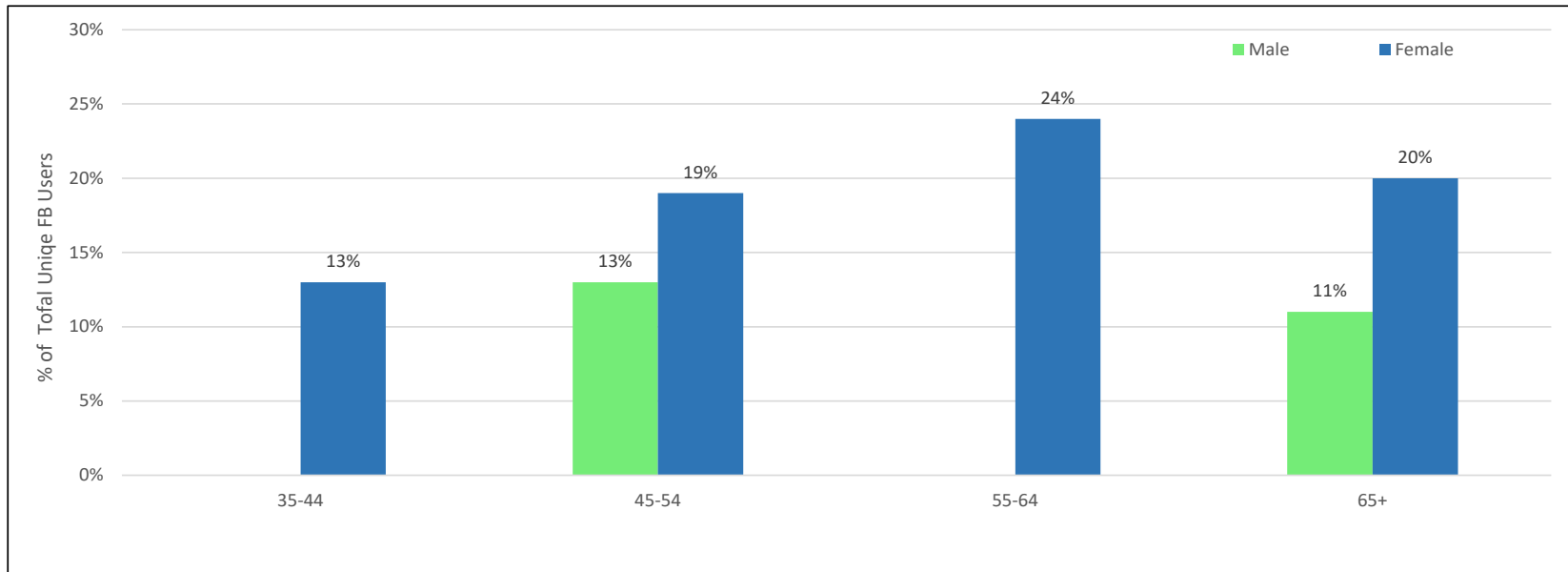




Figure 7: Age Breakdown of All Unique Users on Facebook



Results:

- Of the total number of unique Facebook users (437), the 55-64 age group for women and 45-54 age group for men were the largest.
- The 55-64 age group for women represented the highest percentage of Unique Users at 24%. The 65+ and 40-54 age groups were the second and third largest age groups representing 20% and 19%, respectively.
- Males in the age group 45-54 reflected the highest percentage of Unique Users at 13%, which was followed by the 65+ age group at 11%.



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Poway Metrics Report November 7, 2017



Breakdown of Facebook Reactions:

Facebook reactions were categorized as supportive or not supportive.

- Reactions of “like”, “love”, and “wow” on posts were categorized as “supportive.”
- Reactions of “angry”, “sad”, and “haha” on posts were categorized as “not supportive.”

Results (Figures 8 & 9):

- A total of 463 reactions were recorded on the Facebook page
- 412 reactions were categorized as supportive (89% of total)
- 51 reactions were categorized as not supportive (11% of total)

Figure 8: Breakdown of FB Post Reactions

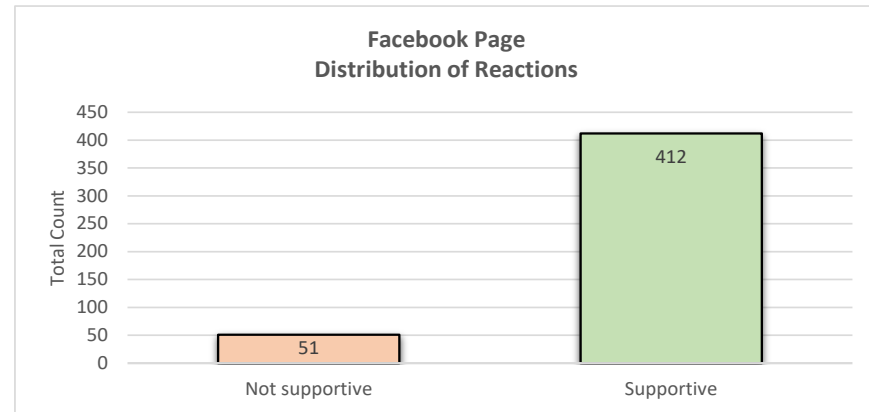
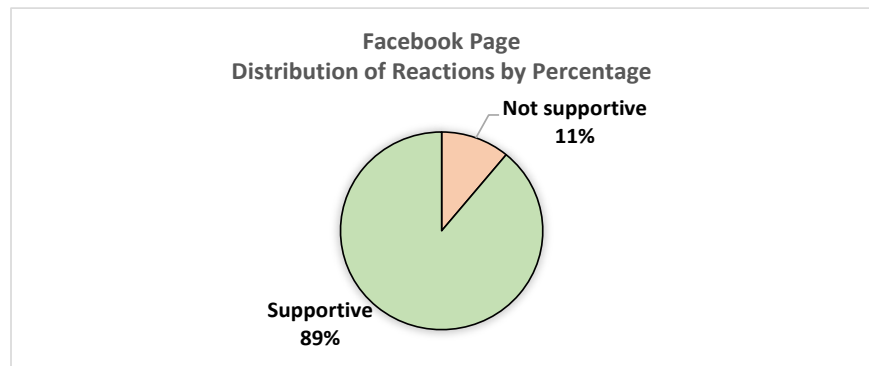


Figure 9: Percentage Breakdown of FB Post Reactions (rounded)





WEBSITE DATA & ANALYTICS

Website Comment Categories

Observational—Comment offers objective suggestions to consider in the Plan; does not oppose the Plan.

Not Supportive—Comment expresses a negative outlook towards the Plan and/or states opposition.

Supportive—Comment expresses a positive outlook towards the Plan and/or states support.

Results (Figure 10):

Observational	31
Not supportive	20
Supportive	20
Total Comments	71

Figure 10: Breakdown of Number of Website Comments

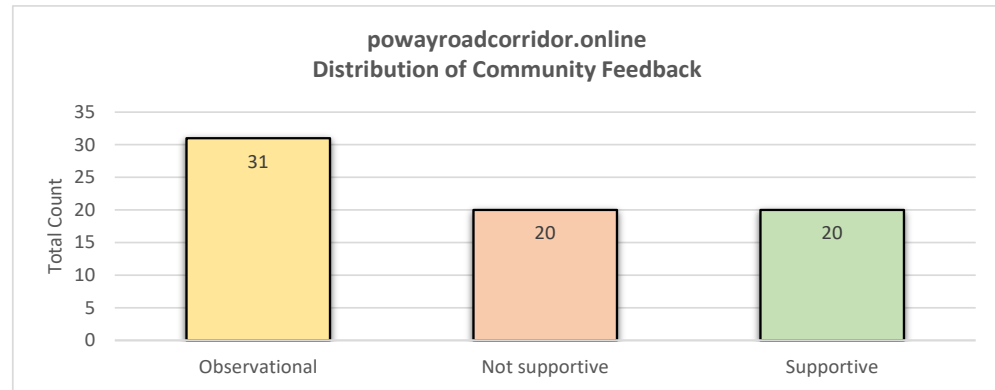
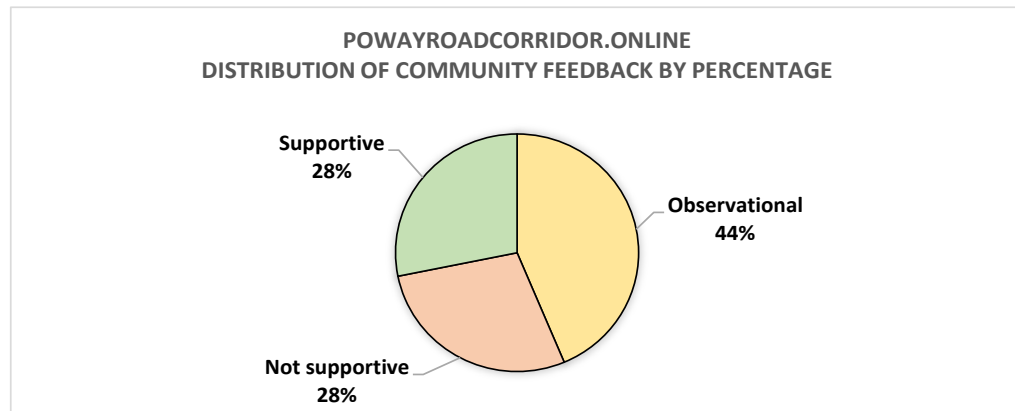


Figure 11: Percentage Breakdown of Website Comments





Website Analytics

Users—Individual website visits using a unique IP address.

Result: 872 users visited powayroadcorridor.online (Figure 12).

Sessions—Total website visits.

Result: powayroadcorridor.online had total of 1,400 website visits (Figure 12).

Bounce Rate: Rate of total website visits that lasted less than 1 minute.

Result: 76.53% was the rate of total website visits lasting less than 1 minute (Figure 12).

Session Duration: Represents the average duration of each website visit.

Result: 2 minutes and 16 seconds was the average duration of each website visit (Figure 12).

Users by time of day: Represents the time of day that users visited the website within the last 90 days.

Result: The highest level of activity on website by users (shown in dark blue on Figure 13) occurred generally between the hours of 6am and 7pm. A high number of website visits by users also occurred around 9pm-10pm.

Figure 12: Overall Website Activity

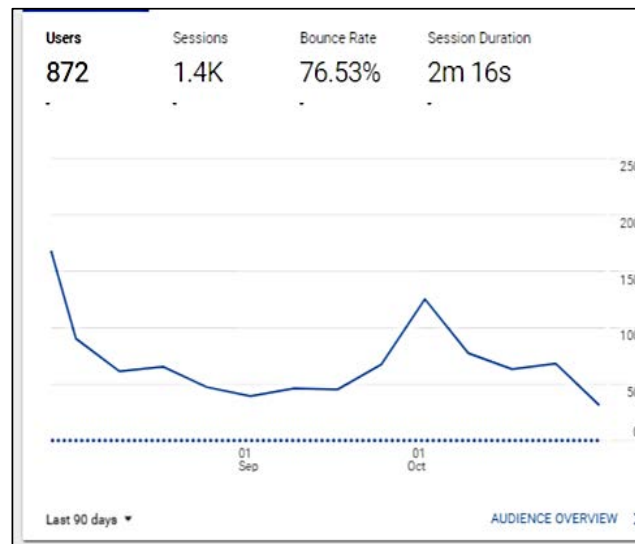
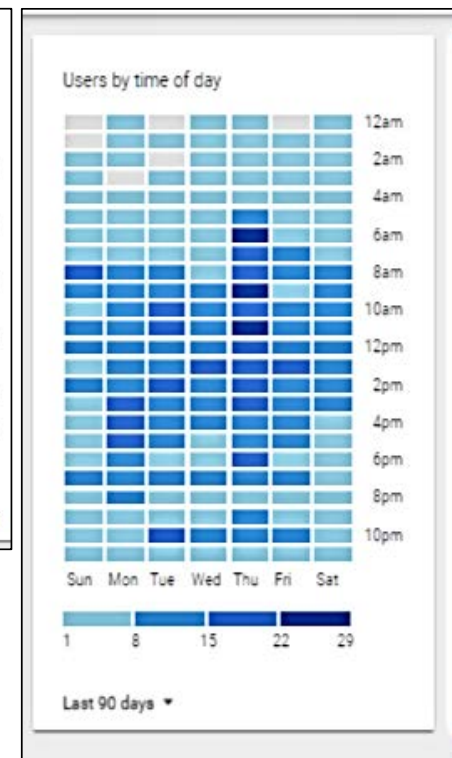


Figure 13: Users by Time of Day



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Poway Metrics Report November 7, 2017



Figure 14: Gender Breakdown of Website Users

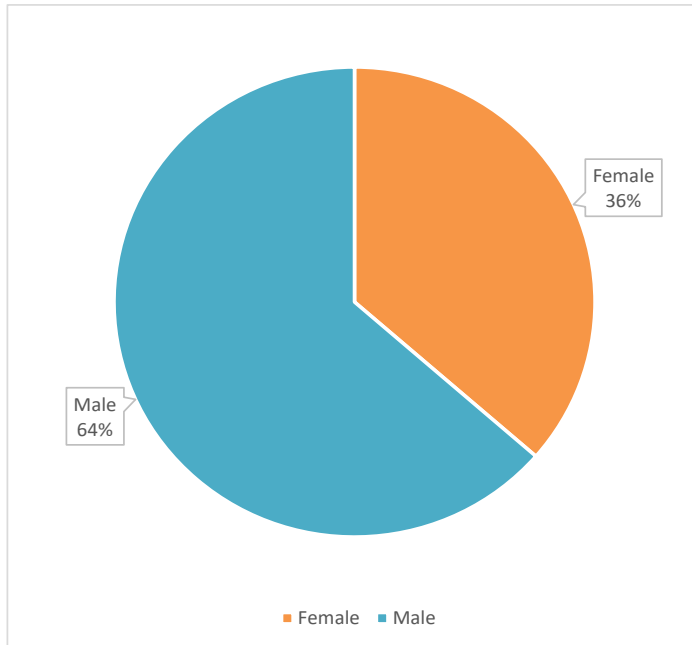
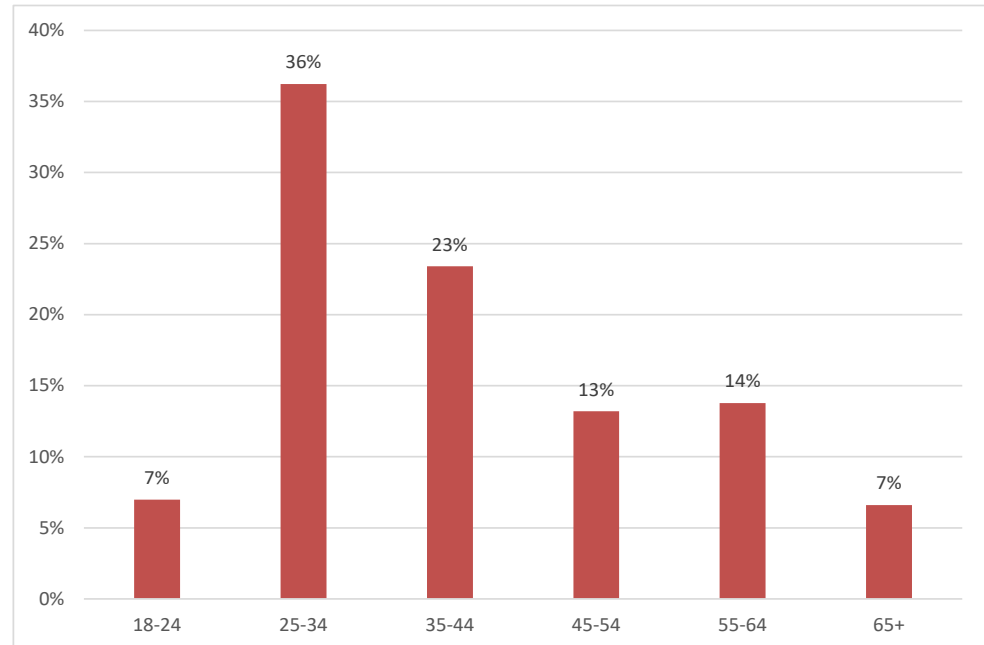


Figure 15: Age Breakdown of Website Users

**Results:**

- Of the total number of website Users (872), 64% (558) were male and 36% (314) were female.
- The 25-34 age group represented the highest percentage of website Users at 36%. The 35-44 and 55-64 age groups were second and third highest representing 23% and 14%, respectively.
- The 18-24 and 65+ age groups had the lowest percentage of website Users with 7%.



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Poway Metrics Report November 7, 2017



Summary of Key Metrics

Summary and Key Takeaways: July 24, 2017 to October 31, 2017 Activity Period

FACEBOOK (FB) PAGE

- Boosted posts and ads, combined, **reached 70,479 individuals** and yielded **304,709 impressions**.
- FB page had **437 unique users** who liked, commented on, or shared posts.
- FB page received a total of **463 reactions** on posts, which were categorized as supportive or not supportive as follows:
 - **412 (89%)** of reactions were categorized as **supportive**
 - **51 (11%)** of reactions were categorized as **not supportive**
- Women had a higher percentage of Reach and Impressions than men for all boosted posts and ads.

WEBSITE

- Powayroadcorridor.online received **1,300** website visits. **71 comments** were received through the website and were categorized as **observational, supportive, or not supportive** and are broken down as follows:
 - Observational: 31
 - Supportive: 20
 - Not Supportive: 20
- **64%** of website visitors were **men**; **36%** were **women**.
- **Age group 25-34** made up the highest percentage of website visitors at **36%**; followed by **age group 35-44 (23%)**.
- The **highest concentration of website visits** by users occurred between the **hours of 6am and 7pm**. A high number of website visits by users also occurred between **9pm-10pm**.
- Project website (*powayroadcorridor.online*) and corresponding Facebook Page (*Poway Road Corridor*) **were listed in the top 10 Google results for "Poway Road."**



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Poway Metrics Report November 7, 2017



EXHIBIT 1: BOOSTED POSTS and ADS

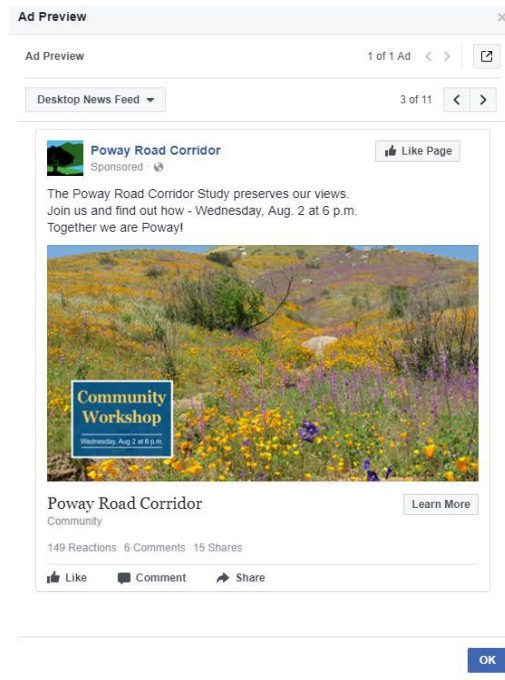


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Poway Metrics Report November 7, 2017



Aug. 2nd Community Meeting Ads





Ad Preview

Aug. 2nd Community Meeting Ads

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 11



Poway Road Corridor
Sponsored

Share your thoughts on the Poway Road Corridor Study at the Community Workshop Wednesday, Aug. 2 at 6 p.m.



COMMUNITY WORKSHOP
Wednesday, Aug 2 at 6 p.m.

Poway Road Corridor
Community

11 Reactions

Like Comment Share

Learn More

OK

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 12



Poway Road Corridor
Sponsored

The Poway Road Corridor Study preserves our views
Find out how and share your thoughts this Wednesday Aug. 2, at 6 p.m.
at Poway City Hall, Council Chambers, 13325 Civic Center Drive



Community Workshop
Wednesday, Aug 2 at 6 p.m.

3 Likes

Like Comment Share

OK



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Poway Metrics Report November 7, 2017



Traffic Ad

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 10

Poway Road Corridor
Sponsored

The Poway Road Corridor Plan includes public spaces and encourages the use of alternative modes of transportation. Click here to find the details and share your thoughts.



The Poway Road Corridor Plan Keeps Traffic Moving
The draft plan advocates for streetscape improvements such as wider bike lanes, landscaping, lighting, gateway signage, and new pedestrian crossings to improve safety and pedestrian experience.

POWAYROADCORRIDOR.ONLINE [Contact Us](#)

4 Likes 1 Comment

[Like](#) [Comment](#) [Share](#)

OK

Preserving Views Ad

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 10

Poway Road Corridor
Sponsored

The Poway Road Corridor Plan incorporates design standards that preserve views of the surrounding hillsides.



[Click Here to Find Out Details & Share Your Thoughts](#)
The draft plan includes view protection and preservation components that support Poway's community image and character.

POWAYROADCORRIDOR.ONLINE [Contact Us](#)

16 Reactions 3 Comments

[Like](#) [Comment](#) [Share](#)

OK

Amenities Ad

Ad Preview 1 of 1 Ad

Desktop News Feed 3 of 3

Poway Road Corridor
Sponsored

The Poway Corridor draft plan promotes and encourages the creation and preservation of community amenities.
Find out more and share your thoughts.



Poway Road Corridor
Community [Learn More](#)

OK

digiConversation™

Expand the Community Conversation



Boosted Posts

Poway Road Corridor
August 28 at 12:31pm · 🌐

The Poway Road Corridor Plan sets design standards that maximize the preservation of views of surrounding hillsides.

<http://powayroadcorridor.online/preserving-views/>



Preserving Views | City Of Poway

The draft plan includes various view protection and preservation components that support Poway's community image and character.

POWAYROADCORRIDOR.ONLINE

Poway Road Corridor
August 25 at 8:27am · 🌐

Do you have questions about the Poway Road Corridor Plan?
Click to receive the answers and share your thoughts.

poway road Proposed Land Use Plan 5-2-16



LAND USE

Transit Center	Neighborhood Retail	Retail Office	Retail Office
Neighborhood Retail	Retail	Retail Office	Retail Office

BASE MAP FEATURES

Corridor Study Area Boundary	Opportunity Area Boundary	Creeks
Proposed Urban Trail	Parks	

Frequently Asked Questions | City Of Poway

The Corridor Study is an assessment of existing land use and transportation conditions along Poway Road that will result in new regulations and policies to guide future development review and capital improvements. The Corridor Study....

POWAYROADCORRIDOR.ONLINE

Poway Road Corridor
17 hrs · 🌐

The Poway Corridor Plan allows for new housing. Click the link to find out more and share your thoughts.

<http://powayroadcorridor.online/new-housing/>



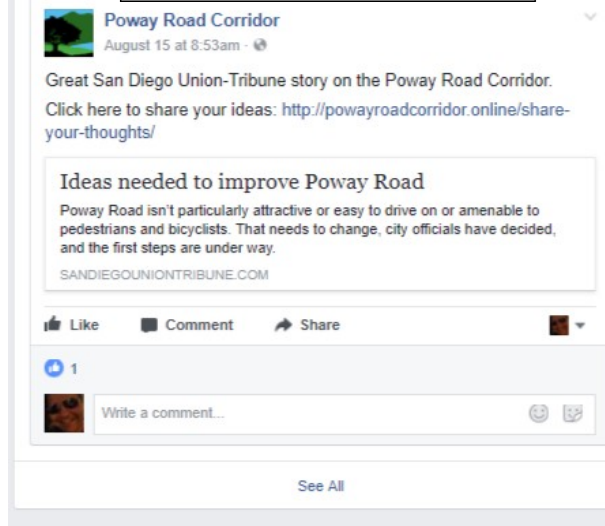
Like Comment Share

1

Write a comment...



Boosted Posts





Boosted Posts

Poway Road Corridor
August 1 at 1:03pm · 🌐

Share your thoughts on the Poway Road Corridor Plan by visiting the new informational site! <http://powayroadcorridor.online/>

Poway Road Corridor - Connecting Our Community

Poway Road Corridor
Community Learn More

👍 Like 💬 Comment ➦ Share

👍 🗨️ 📧 37 Chronological ▾

2 shares

Nancy Jalaty It's exciting!
Like · Reply · August 2 at 6:40pm

Kimberly Hansen Agreed. I was impressed with the committee members and the thoughtful considerations they are taking to both support development and housing with the sense of Poway's community identity and the reasonable concerns new growth brings. I felt much more confident by the end of the meeting. It's a big proposal and big change, but I was happy with what I was hearing. And you can't have enough green spaces committee! You don't have to develop every square foot. Toss in a park, pavilion, community garden, art displays, places for community announcements, outdoor stage, virtual office spaces. Please!
Like · Reply · 1 · August 2 at 8:34pm · Edited

Write a comment...

2 shares

Jeanne Rogers I appreciate this notification, and will now be sure to stay informed about developments on our important road, and potential downtown.
Like · Reply · 1 · August 12 at 5:17pm

Brenda Lanz I read the report and find it written solely with the purpose of adding more revenue for city. It indicates that there is NO TRAFFIC issues!! Who are these consultants & clearly they were paid a lot of taxpayer \$\$ to produce this untrue report. Try ... See More
Like · Reply · 6 · August 12 at 6:49pm

Toni Bates Having spent two years on the City's citizen's advisory committee (as a volunteer) reviewing city staff and consultant work on the Poway Road Corridor Study, I would like to try to clarify the traffic analysis related to the study, vision and plan for ... See More
Like · Reply · 4 · August 12 at 8:57pm

Brenda Lanz Garbagel
Like · Reply · August 12 at 9:39pm

Bernie Lopez This makes a lot of sense!
Like · Reply · August 12 at 11:10pm

Lynn Grindstaff The last thing we need are two and three story buildings and more storefronts that won't be filled up! The picture looks like they will be removing the median, yet again! How many times will they be wasting tax money putting in and taking out the same medians over and over!?!
Like · Reply · 1 · August 13 at 12:10am

Kristie Lawrence Perkins Winchester Road in Temecula! That's what this sounds like! Take a drive anytime day or night, allow a half hour to get to the end! 😞 So sad for my "little town" Just another big city on a map
Like · Reply · August 17 at 6:33am

Write a reply...

Steven Williams Fix the San Diego County portion of Poway road if you have the need to blow taxpayer dollars
Like · Reply · 4 · August 12 at 9:36pm

Elke Constantine It says seven comments, but when I click there are none available. What's up with that?
Like · Reply · August 13 at 9:16pm

Steven Williams There were many comments yesterday, but don't appear to be here today. It is most likely facebook filtering comments.
Like · Reply · August 13 at 11:28pm

Write a reply...



Boosted Posts


Poway Road Corridor
 Sponsored · 🌐

Thank you for engaging with us on this Facebook page. While the official comment period for the draft Poway Road Specific Plan ended on October 9th, 2017, please know that we are continuing to read and... [More](#)



Share Your Thoughts | City Of Poway
powayroadcorridor.online

11 Likes · 5 Comments

Like · Comment · Share


Poway Road Corridor
 Sponsored · 🌐

The draft Poway Road Corridor Specific Plan encourages a wide variety of housing sizes and price points designed for homeowners that are downsizing, first-time buyers, and individuals looking to upgrade their lifestyle. Share your thoughts by clicking here:
<https://powayroadcorridor.online/share-your-thoughts/>



20 Likes · 8 Comments

Like · Comment · Share



Boosted Posts

Poway Road Corridor
Sponsored · 🌐

The draft Poway Road Corridor Specific Plan encourages new community amenities for all to enjoy. The draft Plan provides for parks, sidewalk cafes, plazas, and restaurants that create connectivity between... [More](#)

Poway Road Corridor
Sponsored · 🌐

Over the past year, we have been working diligently to gather your input on the draft Poway Road Corridor Specific Plan. Many of you have expressed your opinions, likes, and concerns on this page.

We invite... [More](#)

👍 🤔 📢 48 23 Comments 2 Shares

👍 Like 💬 Comment ➦ Share



Boosted Posts

Poway Road Corridor
Sponsored · 🌐

Click here and share your thoughts on the draft Poway Road Corridor plan that is designed to keep traffic moving.



Share your thoughts. Together we are Poway!
powayroadcorridor.online

Learn More

👍 🤔 😊 12 21 Comments

👍 Like 💬 Comment ➦ Share

Poway Road Corridor
Sponsored · 🌐

Click here find out more, and share your thoughts on the plan designed to keep traffic moving.



Click here and share your thoughts. Together we are...
powayroadcorridor.online

Learn More

👍 🤔 😊 9 9 Comments

👍 Like 💬 Comment ➦ Share

Poway Road Corridor
Sponsored · 🌐

Over the past year, we have been working diligently to gather your input on the draft Poway Road Corridor Specific Plan. Many of you have expressed your opinions, likes, and concerns on this page.

We invite you to fully express your thoughts on our website.



👍 🤔 😊 15 9 Comments

👍 Like 💬 Comment ➦ Share



Case Study Poway Road Corridor Specific Plan

A-28



Project Overview

➤ **Economic Development**

City of Poway conducting Poway Road Corridor Study to update zoning and planning standards for 2.5-mile stretch of Poway Road.

Client Needs

➤ **An Efficient & Transparent Outreach Effort**

City previously conducted physical community outreach consisting of public workshops and meetings.

City desired to support and broaden outreach efforts to include a digital online communications strategy.

Scope of Work

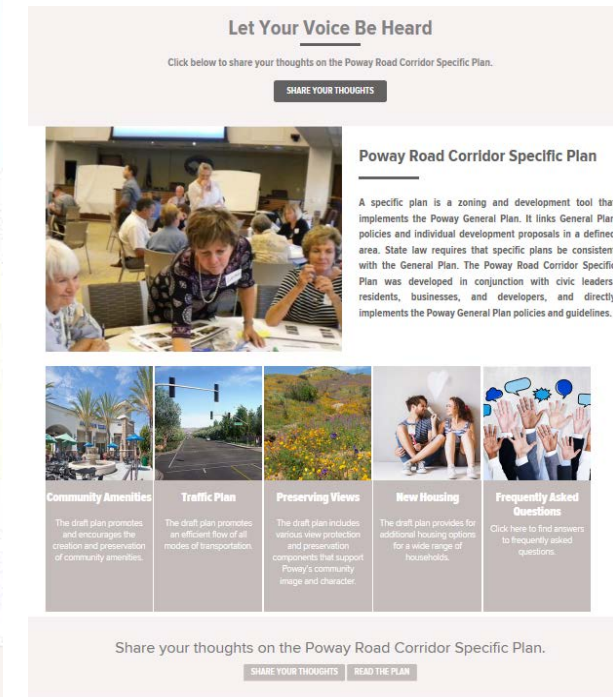
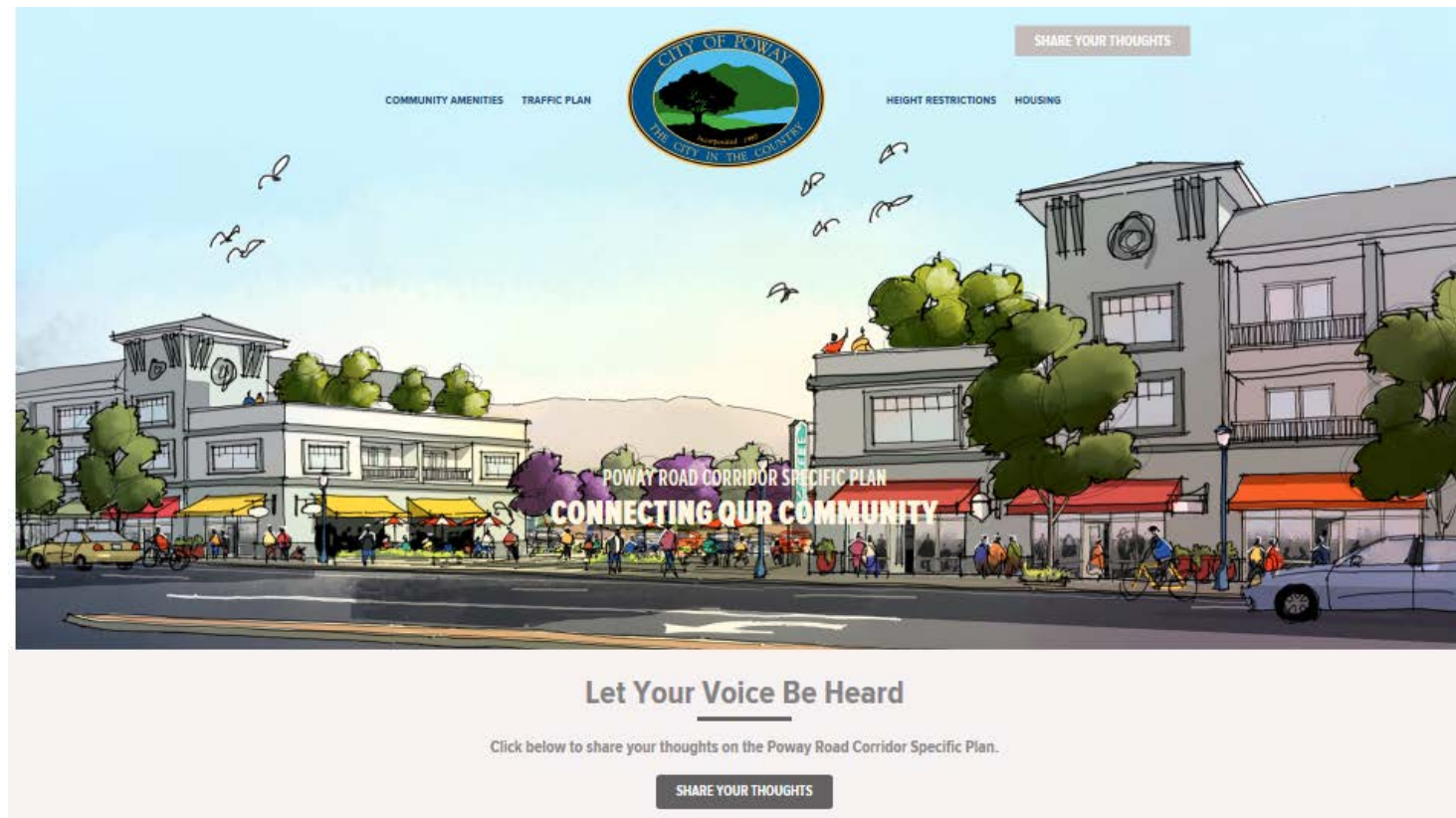
➤ **digiConversation™ Team**

Crafts “message memo” and targets constituents (55,000 social media profiles of residents ages 25 to 70).

Designs project website, launches social media ads, manages media ads and tracks website activity.

Case Study Poway Road Corridor : Website powayroadcorridor.online

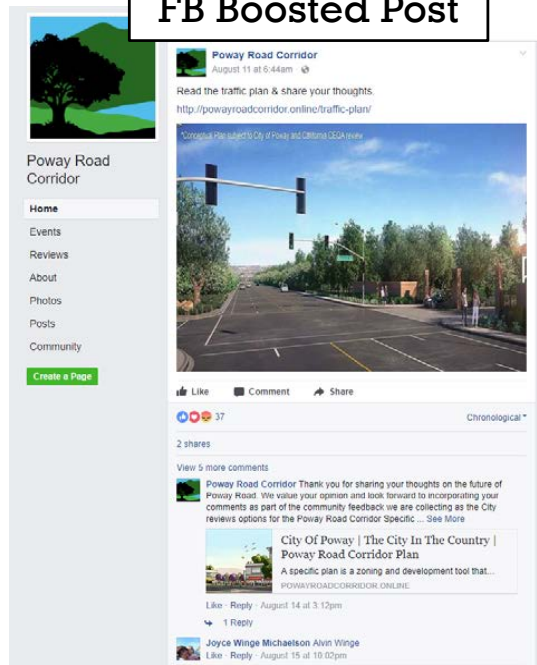
A-29



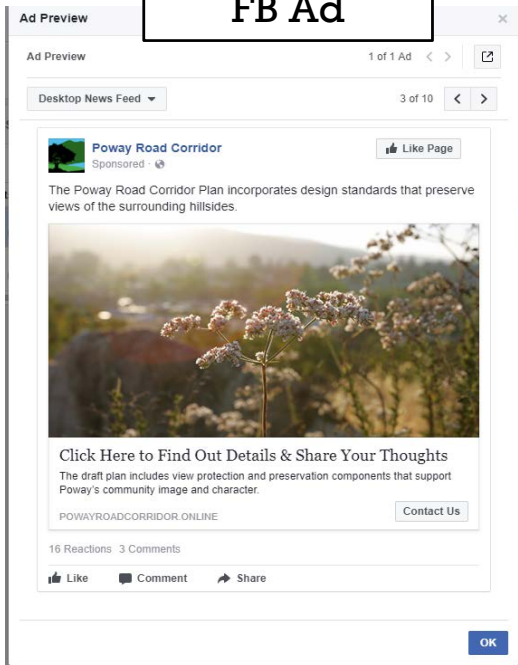
Case Study Poway Road Corridor : Facebook Page

A-30

FB Boosted Post



FB Ad



User Demographic Summary of Boosted Posts and Ads Activity Period: July 24, 2017 to August 31, 2017



Poway Road Corridor : Community Feedback

A-31

First, thank you for making this online comment form available. I wanted to come to the meeting but it wasn't possible. I think we have too much land zoned for retail and not enough demand to fill it. Looking especially at the area on Poway Rd between Carriage and Community, there is a lot of dead retail space. We need more residential, for which there is plenty of demand. The proposal for a mixed use area where Poway Irrigation/Chieftain died is a great first step! It's within walking distance of the retail in central Poway, on the bus line, should be (relatively) affordable, hopefully has enough parking. This could be a test case. If it works, there is plenty of underused retail space in that corridor we could add apartments or mixed use. Rental multi-family housing along Poway Rd would be great! With the right financial backing, some of the businesses could move around. Picture El Armando moved to another available retail spot (it might even fit in the wood pile by Salvation Army) would open up a huge lot for multi-family housing. The rental car complex could relocate in a spot with an available car wash and free up much space.

There are a lot dated structures along Poway road that are a bit of an eyesore. They really detract from some of the newer constructions and spaces. I'm wondering if the PRCS will be addressing this somehow? It would be a shame to invest a bunch of money in the project if it's still overshadowed by some of the trashier holdouts along the road. I know some of the terminology I've used here sounds a bit condescending, but it's not meant to be that way. I don't believe those business owners are intentionally trying to make Poway Road look ugly, they've just never gotten around to updating since things are probably working just fine for them. I'm very excited to see Poway Road get a facelift. I usually tell friends/family to come in through the North side if they want a better idea of what Poway is really like. When your first impression of Poway is driving in on Poway Road you tend to think it looks trashy (that was my first impression when I came here for the first time 5 years ago).

Improvements to the main flow of traffic needs to be highly considered. Street signals need to be synchronized to benefit the main corridor streets. Poway Road should be given greater priority and the streets that bisect Poway Road should not happen to trigger the main signals when a car comes to a stop at the intersection or crosses over pressure plates/wire loops under the concrete. A car that resumes travel along Poway Road when given a green light should be able to make the entire stretch of road while going the proper speed limit, especially during peak rush hour times. The current constant stop and go state of Poway Road is frustrating and leads to reckless driving. I often see drivers fed up with having to stop at each light, especially when just one car triggers the signal by crossing over the pressure plate along a side street. It is ridiculous. The drivers get so fed up that they speed to make up for lost time and to catch the next light before it turns red and sometimes they blow past the red lights.

Very excited about the proposed facelift to Poway Rd. As a younger homeowner I look forward to seeing Poway become more modernized while still maintaining its country roots. I do have one suggestion that I wanted share. Many neighborhoods in San Diego County have an iconic arch sign over their main road welcoming people. I believe this would be a great opportunity to add a similar feature to Poway in the new Town Center. Think of Encinitas, El Cajon, Little Italy, Hillcrest, North Park, etc.

Feedback Category



Critical



Observational



Glowing

Attachment 2

A-32

digiConversationTM

Expand the Community Conversation



TRANSPARENCY

CLARITY

RESULTS

*digital community outreach:
for economic development, land use & real estate*



- **Target:** Define target audience
- **Reach:** Deploy message via communication paths that your target constituency utilizes
- **Accessible:** Craft message based on defined target
- **Content:** Create content designed for social media and web
- **Know the Results:** Track, analyze, evaluate website activity and social media ads

EXPAND the Conversation *Before* the Decision



MAXIMIZE CLARITY
DIMINISH CONTROVERSY
GAUGE RESULTS

WHO WE ARE: The Kosmont Team includes media, digital, real estate & economic development professionals

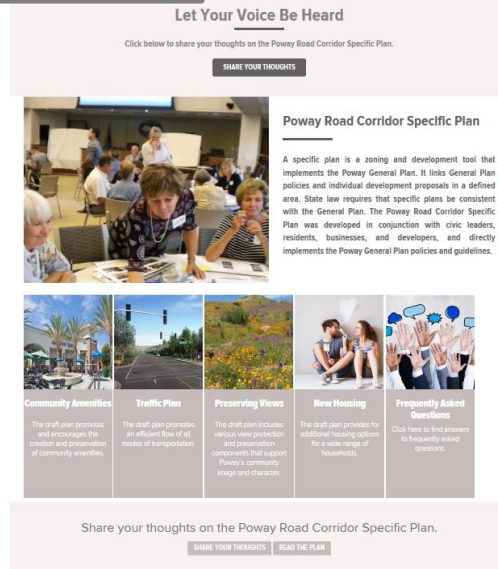
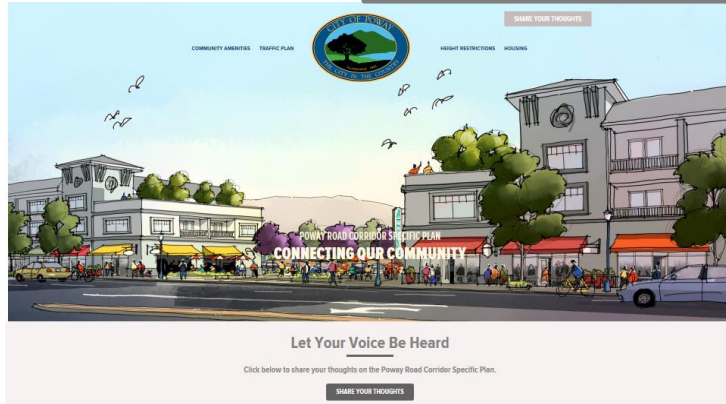
Kosmont Companies

Larry J. Kosmont, CRE® | lkosmont@kosmont.com | (213) 507-9000
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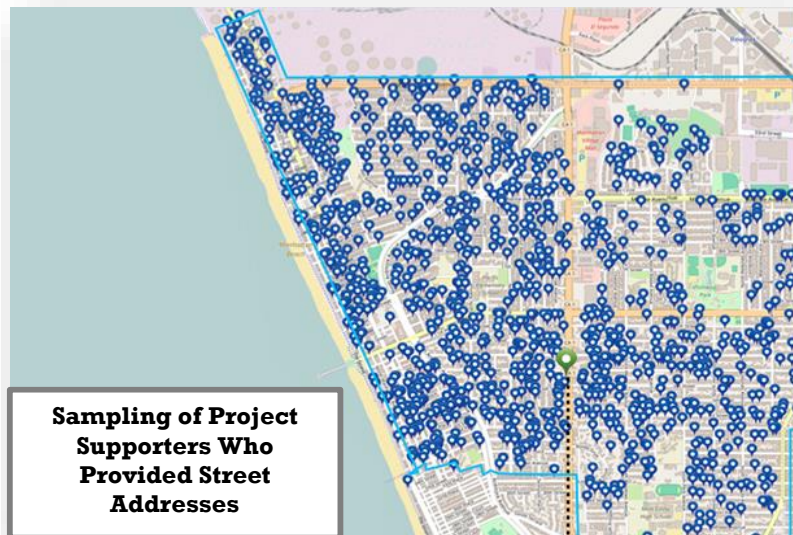
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DC (vF12) 09/2017

City of Poway – Road Corridor Plan



EXPAND the Conversation *Before* the Decision



Sampling of Project Supporters Who Provided Street Addresses

Kosmont Companies

Larry J. Kosmont, CRE® | lkosmont@kosmont.com | (213) 507-9000
1601 N. Sepulveda Blvd., # 382 Manhattan Beach, CA 90266
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Attachment 3

CITY OF ST. HELENA

RESOLUTION No. 2017-

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH KOSMONT COMPANIES
FOR A TOTAL NOT TO EXCEED \$45,000 AND AUTHORIZING A FISCAL YEAR
2017/18 BUDGET INCREASE OF \$45,000 TO 101-4300-2130 TO BE TAKEN FROM
GENERAL FUND RESERVES**

RECITALS

- A. The City desires to employ Consultant to furnish professional services on an on-call basis in connection with Municipal Financial and Real Estate Advisory Services; and
- B. On November 3, 2017, the City released a Request for Proposal for such services; and
- C. A thorough review and scoring of the proposals received was conducted and three firms were invited to participate in an interview;
- D. Kosmont Companies has represented that they have the required experience, expertise and qualifications to perform the required duties as identified in the Request for Proposal.

RESOLUTION

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

- 1. The City Council approves the contract with Kosmont Companies, for a total contract amount not to exceed \$45,000, and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City; and
- 3. The City Council authorizes a FY 2017/18 budget increase of \$45,000 to account 101-4300-2130 to be taken from the General Fund reserves.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2017,
by the following vote:

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

Councilmember Dohring: _____
Councilmember Ellsworth: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: New Business

Subject: California Municipal Financial Health Diagnostic
Informational Report on the City of St. Helena

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The California Municipal Financial Health Diagnostic (the "Diagnostic") was developed by Michael Coleman, the principal fiscal policy advisor to the California Society of Municipal Finance Officers and League of California Cities, with substantial contributions from a number of highly experienced local government finance professionals.

This tool is designed to assist agencies in their fiscal evaluation, validate areas in which the City is fiscally healthy, identify programs and areas to improve, help management and elected officials identify and act to remedy problems and address them before they become unmanageable, avoid being blind-sided by problems, and to help others understand the City's financial position.

This tool was initiated by the League of California Cities and has been endorsed by the Government Finance Officers Association (GFOA) and used by numerous cities throughout California.

DISCUSSION

This Diagnostic is primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). In contrast to many other financial health monitoring systems, this tool looks at recent past and near future financial measures and indicators to provide an

assessment of the local government's level of financial distress and tendency toward financial crisis.

The Diagnostic is focused first and foremost on the general fund, but may also be applied to other funds. It focuses on the local government's operating position, going beyond reported finances to focus on recurring revenues and expenditures (by distinguishing temporary non-recurring revenues and expenditures) and taking into account any unbudgeted but real current costs of services. The tool includes an evaluation of unsustainable or risky budget practices that indicate an agency in distress and tending toward crisis. The foundation of the diagnosis is an examination of discretionary revenues and spending, distinguishing and identifying the effects of programmatic revenues and spending on discretionary resources.

City staff engaged Mark Walsh, CPA to complete the Diagnostic with the purpose of presenting a very broad overview of the fiscal health of St. Helena. Information for the Diagnostic was acquired from the following: (1) Comprehensive Audited Financial Reports (CAFR), (2) FY 2017/18 Adopted Budget, (3) Fixed costs, and (4) City policies and procedures.

For this City's first application of the Diagnostic the General Fund is the sole focus, because it is the primary measure of fiscal health and the main fund in which the City Council makes decisions with broad impact on the mix of services delivered and the appropriate level of services.

After completing the analysis, the results show that overall St. Helena's General Fund is healthy on an operating results basis (total revenues over total expenditures) and healthy on the current financial position basis (short-term resources). Although the Diagnostic does show overall health it is important to note it was completed based on broad assumptions and did not factor PERS unfunded liabilities and asset re-capitalization.

Assumptions

- Operating revenues and expenditures will grow, at similar rates as seen in past years. 5% is used for FY 19 through FY 21.

Items for Further Study & Areas for Planning

- Asset re-capitalization. The fiscal analysis is concerned that re-capitalization has been historically ignored in order to make operating revenues cover normal operating expenditures.
- CalPERS pension requirements (Unfunded Liabilities) for FY 19 through FY 21.
- Solidify revenue assumptions after getting more experience with Measure D sales tax, new TOT-producing establishments, and post-fire analysis.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

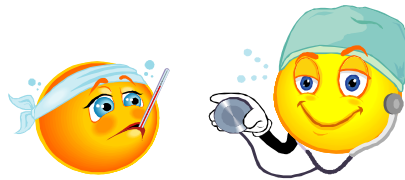
Receive and File Report to the City Council of The California Municipal Financial Health Diagnostic.

ATTACHMENTS

[St. Helena Financial Health Diagnostic 12.1.17](#)

The California Municipal Financial Health Diagnostic

City of St. Helena - December 2017



<u>Contents</u>	<u>page</u>
Introduction	2
Summary Checklist	4
Financial Management Policies	5
Financial Health Indicators	8
Data Gathering Worksheets	16
Notes to the Analyst	22



The **California Municipal Financial Health Diagnostic** was developed by Michael Coleman with substantial contributions from Andy Belknap, Robert Leland, Dave Millican, Mary Bradley, Ron Bates, Bob Biery, Brent Mason, Max Neiman, and Chris McKenzie among many others. Jeremy Goldberg's assistance in testing draft versions of the tool was invaluable.

The county version, **The California County Financial Health Diagnostic**, was developed with invaluable guidance from: Terry Schutten, Leanne Link, Michelle Aguire, Martin Polt, Paul Derse, Meegan Jessee, and Graham Knaus.

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How Are We Doing?

Using the The California Municipal Financial Health Diagnostic to Evaluate Your Agency's Financial Health

According to economists, California's "great recession" ran from December 2007 and ended in August 2009. These years, and those following have been difficult for local governments all around. In addition to deep reductions in local government revenue, cities, counties and special districts have struggled with state take-aways of local funds, the dissolution of redevelopment agencies, and mounting costs of retiree pensions and benefits. The severity and combination of these financial impacts varies but in a few well-known instances, cities have had to seek the legal protections of Chapter 9 Bankruptcy to restructure their contractual obligations, and at least one county required financial intervention from the state.

Grappling effectively with financial distress before it becomes a crisis first requires a shared understanding of the financial condition of the local government. A critical component of the difficulties of the most financially distressed local governments has been a lack of recognition and agreement among local leaders, staff and key interests (labor, retirees, creditors) regarding the agency's financial condition and what must be done in order to achieve sustainability. Most financial crises can be managed without court or outside agency intervention if leaders, staff and key interests have the courage, competence, and collaborative attitudes to 1) recognize and agree upon the local government's financial condition, and 2) implement the necessary changes to set the local government on a sustainable financial course.

Defining Local Government Financial Health

Government financial health may be viewed in four related financial contexts: 1) cash solvency - the ability to meet immediate financial obligations – generally over the next 30 or 60 days (accounts payable, payroll); 2) budgetary solvency - the ability to meet all financial obligations during a budget year; 3) long-run solvency – the ability to meet all financial obligations into the future; and 4) service-level solvency – the ability to provide the desired level of services for the general health and welfare of a community.^[1] In the context of today's difficult financial climate, we are primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). A more expansive evaluation of financial condition would examine the community's economic environment and ability to meet the service level desires of the community (service-level solvency).

A government is in **financial distress** if it has a continuing imbalance between its level of financial commitments and its available financial resources over time. If revenues and spending are not brought into balance, **financial distress** can progress into financial crisis, when the government is unable to meet its financial obligations.

Determining Local Government Financial Health

There have been many government financial health monitoring systems devised over the last several decades. Each approach consists of a series of financial indicators or measures that address a local government's ability to meet the needs of its constituents. The International City/County Management Association's (ICMA) venerable Financial Trend Monitoring System (FTMS) consists of some 42 financial measures including factors assessing the economic environment of the community, the finances of the jurisdiction, and its managerial practices and legislative policies.^[2] Building on the FTMS and various other systems and policies developed by academics and governments, this tool distills the most essential indicators assessing financial health with a pragmatic focus on an agency's level of financial distress heading into financial crisis.

This **California Municipal Financial Health Diagnostic** is primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). In contrast to many other financial health monitoring systems, this tool looks at recent past and near future financial measures and indicators to provide an assessment of the local government's level of financial distress and tendency toward financial crisis.

The **California Municipal Health Diagnostic** is focused first and foremost on the general fund, but may also be applied to other funds. It focuses on the local government's operating position, going beyond reported finances to focus on recurring revenues and expenditures (by distinguishing temporary non-recurring revenues and expenditures) and taking into account any unbudgeted but real current costs of services. The tool includes an evaluation of unsustainable or risky budget practices that indicate an agency in distress and tending toward crisis. The foundation of the diagnosis is an examination of discretionary revenues and spending, distinguishing and identifying the effects of programmatic revenues and spending on discretionary resources.

Unique Aspects of California Local Government Finance^[3]

California local governments' tax and revenue raising choices are strictly limited. Property tax is the single most important source of general purpose revenue for most cities, counties and many special districts. Yet local governments have no authority over the property tax base, rate or allocation. Other tax increases require voter approval.

Over the last several decades since Proposition 13 (1978), the state has shifted property tax revenues, vehicle license taxes, and eliminated virtually all general purpose state aid to local governments. At the same time, the Legislature has shifted greater program responsibilities and imposed greater mandates but with limited funding. In response, local governments sought and voters approved, several constitutional measures protecting local government finances from further legislative actions.

Most remaining city general purpose revenues are no longer vulnerable to additional state takeaways.^[4] Consequently, unlike municipalities in other states or in California in previous times, assessing the financial health of California cities has little to do with the amount or proportion of intergovernmental revenues (which, in any case, is minimal for nearly all cities and special districts).

California counties have much more limited revenue raising authority than cities and remain, by their nature, highly dependent on state budgetary actions. The state Legislature may delegate to counties any of the functions which belong to the state itself. Counties are responsible for frontline municipal services in unincorporated areas; for countywide local services such as jails, elections, and property tax administration; and for state programs delegated to counties such as health and human services, mental health, and portions of the law enforcement and corrections systems.

The **California Municipal Financial Health Diagnostic** consists of:

1. **The Financial Distress Checklist.** A fourteen point list of key indicators to assess the near term financial health of your local government's general fund and other operations. The checklist is intended for use by policy makers and community members to ask the important questions and get the necessary answers.
2. **The Financial Health Indicators.** Linked to the fourteen point Financial Distress Checklist, the Financial Health Indicators provide more detailed formulas and methods for determining financial condition and will need to be completed by a team of qualified financial analysts.

WARNING SIGNS Indications of Crisis

- ☐ Failure to pay an undisputed claim from a creditor within 90 days past claim date.
- ☐ Failure to forward income taxes withheld or Social Security contributions for over 30 days past the due date.
- ☐ Failure to make *required* pension fund contributions on time.
- ☐ Missing a payroll for 7 days.
- ☐ Available unrestricted balance for the general fund at the end of the current fiscal year will be negative.

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[1] Justice, Jonathan and Scorsone, Eric. "Measuring and Predicting Local Government Fiscal Stress" in Levine, Helisse; Justice, Jonathan; Scorsone, Eric. Handbook of Local Government Fiscal Health. Jones and Bartlett Learning, Burlington, MA 2012.

[2] Groves, Sanford M. and Valente, Maureen Godsey. Revised Nollenburg, Karl. Evaluating Financial Condition: A Handbook for Local Government, 4th edition. International City/County Manager Association (ICMA), USA, 2003.

[3] For more information, see Multari, Coleman, Hampian and Statler, *Guide to Local Government Finance in California*, Solano Press Books, 2012.

[4] The continuing impacts of the dissolution of Redevelopment Agencies notwithstanding. These impacts should be taken into account as appropriate in these financial health measures.

Questions, comments, improvements? Michael Coleman 530-758-3952 coleman@muniwest.com

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City of St. Helena		General Fund	
The California Municipal Financial Health Diagnostic			
Financial Health Indicators - Summary Checklist			
	Indicator	Rating	
Measures	1. Net Operating deficit / surplus. There are no recurring general fund operating deficits. General revenues are sufficient to meet the net general revenue demand of programs.		Healthy
	2. Fund balance. Reserves are sufficient over multiple consecutive years and in compliance with adopted policy.		Healthy
	3. Capital Asset Condition. The city is keeping pace with the aging of its capital assets.		Caution
	4. Liquidity. Cash and short-term investments are sufficient to cover current liabilities (including short-term debt and accounts payable within 60 days).		Healthy
	5. Fixed costs & labor costs. Fixed costs (including debt service and other contractual obligations), salaries and benefits are stable or decreasing over multiple years relative to reasonably expected revenue growth.		Healthy
	6. General fund subsidies of other funds. Any general fund subsidies other enterprises or special funds are sustainable and in compliance with adopted policy.		Caution
Practices and Conditions	7. Constraints on budgetary discretion. The city council's authority to make budget changes is not excessively constrained by charter, contract, or law.		Healthy
	8. Balancing the budget with temporary funds. The use of reserves, selling assets, deferring asset maintenance to balance the general fund has been limited, prudent and in compliance with adopted policy.		Healthy
	9. Balancing the budget with borrowing. The use of short-term borrowing, internal borrowing or transfers from special funds to balance the general fund has been limited, prudent and in compliance with adopted policy.		Healthy
	10. Balancing the budget by deferring employee compensation costs. Pension liabilities and other non-salary benefits have been determined, disclosed and actuarially funded in compliance with adopted policy.		Healthy
	11. Balancing the budget with backloaded debt service payments. Debt service payments have not been "backloaded" into future years.		Healthy
	12. Funding operating costs with non-recurring revenues. Ongoing operating costs are being funded with ongoing rather than temporary revenues (e.g., from development, etc.)		Healthy
	13. Timeliness and accuracy of financial reports. Financial Reports are being filed on time. (CAFR, Annual Audit, State Controller's Financial Transactions Report)		Healthy
	14. Service level solvency. Public service levels meet the standards and needs in this community.		Caution

City of St. Helena

General Fund

The California Municipal Financial Health Diagnostic Adopted Financial Management Policies *	
1. Use of Temporary Funds	Yes
2. Reserves and Fund Balance	Yes
3. Short term borrowing	Yes
4. Interfund Transfers	Yes
5. Payment of employee compensation costs	Yes
6. Pay-as-you-go Financing	No
7. Debt Management / Affordability	No
8. Long range financial planning	Yes

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*See pages 6-7 for Complete Summary of Fiscal Management Policies and Procedures

CURRENT POLICIES

Policy #	Policy Title	Source	Resolution No.	Date Adopted by City Council	Notes
P-FI-0001	Sale of City Surplus Property or Partial Interests in City Real Property	City Council	2004-13	2/24/2004	
P-FI-0002	Investment Policy	n/a	2016-122	9/13/2016	
P-FI-0003	Non-Profit Funding	n/a	2015-130	10/13/2015	
P-FI-0004	Capital Asset and Depreciation Policy	VLF Nigro & Nigro	2014-82	10/28/2014	Nigro & Nigro - update the Fixed Assets Funded by Federal Grants section
P-FI-0005	Water Leak Policy	City Council	2016-161		
P-FI-0006	Escheat Policy for Unclaimed Money	VLF	2016-170	12/13/2016	
P-FI-0007	Grant Application and Management Policy	City Council	2016-38	3/22/2016	Nigro & Nigro - review policy to ensure it aligns with the requirements of the OMB Uniform Guidance for all Federal awards.
P-FI-0008	Subsidy to Assist Businesses in Paying their Water/Wastewater Bills	City Council	2017-111	6/13/2017	
P-FI-0009	Low Income Water and Wastewater Subsidy	City Council	2017-18	2/14/2017	
P-FI-0010	City's Regulations Providing Purchase of Supplies, Equipment, and Services and Procedures for Public Works Projects	Municipal Code	Ordinance 2015-8	11/24/2015	
P-FI-0011	Adoption of Annual Budget FY 2017-18	Municipal Code	2017-18	6/13/2017	
	Travel/Conference Policy	VLF Nigro & Nigro	2005-21	3/8/2005	
	Compliance with Debt Covenants	VLF S&P BLX	2016-163 2016-164 2016-165 2017-159	11/29/2016 11/28/2017	
	Records Retention	Nigro & Nigro	2016-23	2/23/2016	

POLICIES TO COMPLETE

Policy #	Policy Title	Source	Notes	Status
	General Fund Unrestricted Fund Balance	VLF	Current - Informal Policy	In progress
	Debt Management Policy	VLF		In progress
	Code of Conduct	VLF Nigro & Nigro	Current - Informal Policy - ICMA Code of Ethics	
	Accounts Payable - cover all payment methods, including wire transfers	Nigro & Nigro	Current - Informal Policy	
	Employee Handbook	Nigro & Nigro	Update Employee Handbook	Last update 2005

CURRENT STANDARD OPERATING PROCEDURES (SOP)

Procedure #	SOP Title	Source	Effective Date
SOP-FI-0001	AB1600 Procedures	Staff	10/31/2016
SOP-FI-0002	BOE Quarterly Payments Procedures	Staff	10/31/2016
SOP-FI-0003	New Fiscal Year	VLF	6/26/2017
SOP-FI-0004	Setting up New Accounts in Springbrook	Staff	10/31/2016
SOP-FI-0005	Issuance and Use of City Credit Cards	VLF Nigro & Nigro	10/31/2017
SOP-FI-0006	Strike Team Revenues and Expenses	Staff	11/23/2017
SOP-FI-0007	Financial Reporting (End of Year)	VLF Nigro & Nigro	7/1/2017
SOP-FI-0010	Cash Handling		8/1/2017
SOP-FI-0012	Check Processing		8/1/2017
SOP-FI-0013	Accounts Receivable		8/1/2017
SOP-FI-0014	Revenue Collection		8/1/2017
SOP-FI-0015	Utility Billing		8/1/2017
SOP-FI-0016	Cash Receipts		8/1/2017

STANDARD OPERATING PROCEDURES (SOP) TO COMPLETE

Procedure #	SOP Title	Source	Status
SOP-FI-0008	Fraud Procedure	VLF	Draft
SOP-FI-0009	Finance Department Security		Draft
SOP-FI-0011	Cash Overages and Shortages		Draft
SOP-FI-0017	Finance Department Overview		Draft
SOP-FI-0018	Budgeting		Draft
SOP-FI-0019	Entering Payroll		Draft
SOP-FI-0020	Entering Purchase Orders	Nigro & Nigro	Draft
SOP-FI-0021	Entering Invoices		Draft
SOP-FI-0022	Fuel Charges	VLF Nigro & Nigro	
Employee Handbook	Travel/Conference Policy	VLF Nigro & Nigro	Need to Update
SOP-FI-0023	Journal Entries	Nigro & Nigro	
SOP-FI-0024	Grants - Cash Management for Drawdown of Grants	Nigro & Nigro	
SOP-FI-0025	Grants - Comprehensive list of reporting requirements and a reminder system for meeting the reporting deadlines	Nigro & Nigro	
SOP-FI-0026	Fraud Risk Assessment Program	VLF	

OPERATIONAL CHANGES RECOMMENDED BY AUDITORS

OPERATIONAL CHANGE	Source	Effective Date
Update Organization of Personnel Files	VLF	Complete
Segregation of Duties - Utility Billing Receipts and Adjustments	VLF	Complete
Segregation of Duties - Disbursements	VLF	Complete
Segregation of Duties - Library Receipts	VLF	Complete
Segregation of Duties - Police Receipts	VLF	In Progress
Segregation of Duties - Building Permit Fees and Impact Fees	VLF	In Progress

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

Operating Deficit/Surplus

The simplest measure of annual operating deficit/surplus is the difference between total revenues and total spending. General fund operating deficits may be an indication that the government's financial condition is unsustainably out of balance and that corrections to bring the finances into a sustainable condition are not occurring. Though an operating deficit in any one year may not be a cause for concern (because, for example, reserves or one-time remedies might be available to cover the difference), frequent and increasing deficits may indicate that the governments activities are not sustainable within the revenues available over time.

Taken as a percentage of total revenues, the local government's operating deficit/surplus tells us very plainly if current resources in the fund are sufficient to cover current expenditures. The data to compute this measure should be readily available in the financial statements (comprehensive annual financial reports) of the agency. This is measure 1A below.

But a budget can be balanced and an ongoing structural problem masked if a deficit is covered by temporary solutions, such as non-recurring revenues like limited-term grants, land sale income, or transfers from other funds. This approach cannot be relied upon in the long-run (over multiple years). Measure 1B takes a step further than 1A by taking these temporary revenues out of the equation to see how much worse the revenue shortfall becomes at current spending levels.

Still, this may not show the whole picture. If certain current financial obligations are being delayed and not budgeted, then the financial position shown in measure 1B is still incomplete. Measure 1C takes into account "unbudgeted current liabilities" such as Other Post-Employment Benefits (OPEB); unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure. For the purpose of determining long run solvency, Measure 1C is the best indicator of a local government's true fiscal operating position because it reflects the level of spending actually needed to sustain your current level of service over time. If these deferred costs are significant, then your fiscal imbalance may be much worse than you thought. If you cannot find sufficient information to determine these unbudgeted liabilities, that, in itself, is reason for substantial concern (See indicator # 9).

1A Gross Annual Deficit/Surplus - unadjusted, using all general fund revenues and expenditures					
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.32%	14.31%	11.03%	12.35%	12.40%	12.91%
percent change =>	26.49%	-22.91%	11.94%	0.39%	4.09%
Formula gross annual deficit/surplus as a percent of revenues = gross total revenues gross total revenues - gross total expenditures				For comparison purposes	
1B Net Operating Deficit/Surplus – sustainable, omitting non-recurring revenues					
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.72%	8.62%	-0.18%	-1.77%	4.40%	8.71%
Formula net operating deficit/surplus as a percent of revenues = net operating revenues net operating revenues - temporary revenues - net operating expenditures			Negative Indicator Recurring and static or increasing negative values		For comparison purposes

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

1C Net True Operating Deficit/Surplus - complete, adding unbudgeted general fund liabilities					
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.72%	8.62%	-0.18%	-1.77%	4.40%	8.71%
Formula $\text{net true operating deficit/surplus as a percent of revenues} = \frac{\left(\text{net operating revenues} \right) - \left(\text{temporary revenues} \right) - \left(\text{net operating expenditures} \right) - \left(\text{unbudgeted current liabilities} \right)}{\text{net operating revenues}}$					Q1
Score: Warning-Red: Persistent & increasing deficits over consecutive years. Caution-Yellow: Deficits are infrequent or relatively marginal compared to fund balance (see #2 below) and/or there is a reasonable plan for bringing revenues and spending into balance. Good-Green: not an issue of concern.					☐ ☐ ☒
Definitions Gross Total Revenues. See CAFR Statement of Revenues and Expenditures "total revenues." Gross Total Expenditures. See CAFR Statement of Revenues and Expenditures "total expenditures" Net Operating Revenues. Net operating revenues equals gross revenues and transfers in, minus revenues restricted to capital improvements minus revenues legally restricted to special purposes. Transfers related to non-operating activities should be excluded. General Purpose Revenues. Discretionary taxes including property taxes (other than voter approved debt service), property transfer tax, general sales and use tax, business license tax, transient occupancy tax, utility users tax, construction tax, and other discretionary taxes; franchises; fines, forfeitures and penalties; investment earnings; rents, concessions, royalties; homeowners property tax relief reimbursement; non-restricted state and federal grants; and non-restricted transfers in. One-time (temporary) Revenues. One-time (temporary) revenues include any non-recurring revenues that derive from short-term activities and cannot be relied upon in the long-run (over multiple years). This might include revenues from land sales, one-time transfers from other funds, limited-term grants, court settlements or major donations. Optionally, you might consider also excluding receipt of construction-related revenues from a given project that are significantly in excess of an "average" year, if this represents a level of revenue unlikely to be repeated. Back taxes and late payments do not have to be omitted because they just make up for what was not received in a prior year. Ongoing General Propose Revenues. Ongoing General Propose Revenues equals total general purpose revenues minus one-time (temporary) general purpose revenues. Net Operating Expenditures. Net operating expenditures equals total expenditures (after credits/reimbursements) and transfers out, minus one time expenditures capital improvement expenditures (or transfers out for capital purposes). Unbudgeted Current Liabilities. The amortized costs of long-term general fund liabilities not already included in "net operating expenditures." This includes amounts not budgeted or expended that "should be" in order to pay the current year portion of liabilities. Examples: unbudgeted actuarially required contributions (ARC) to Other Post-Employment Benefits (OPEB) or pension systems; unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure. If there is insufficient information to determine these unbudgeted liabilities, that, in itself, is reason for substantial concern (See indicator #9).					

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

Fund Balance

A positive fund balance, or reserves, is important for any government to withstand financial risk over time. Unanticipated fluctuations in revenues may occur from economic impacts or state take-ways. "Financial reserves" are important to meet unforeseen revenue shortfalls or expenditure overages. But reserves cannot be relied upon to cover financial shortfalls that are more than temporary. (See Indicator #7) An unplanned decline in unreserved fund balances as a percentage of operating revenues over time suggests the government is less able to withstand financial emergencies.

The right level of fund balance varies depending on many factors including levels of risk and revenue volatility but, generally speaking, dropping below 8% may be cause for concern. The Government Finance Officers Association recommends maintaining a 5-15% reserve.

2 Fund Balance

2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Q2
33.96%	40.69%	33.70%	29.36%	34.08%	43.21%	

Formula

$$\text{Fund balance as a percent of expenditures} = \frac{\text{unreserved fund balance}}{\text{net operating expenditures}}$$

Score:

Warning-Red: Persistently & substantially decreasing or is below 8%.

Caution-Yellow: Has decreased but remains above 8% and there is a reasonable plan for stabilizing.

Green - not concerning

☐
☐
☒

Definitions

Unreserved fund balance is fund balance not reserved in accordance with state law, charter or contractual obligation. This includes total fund balance minus nonspendable, restricted or committed resources. However, *you should review resources categorized as "committed"* and include in "unreserved fund balance" any amounts that, even if only in time of emergency, could be accessed with action of the City Council / governing board.

Net operating expenditures. Net operating expenditures equals expenditures (after credits/reimbursements) and transfers out, minus capital improvement expenditures (or transfers out for capital purposes), minus expenditures of revenues legally restricted to special purposes.

Fund Balance Components ¹					
	Nonspendable	Restricted	Committed	Assigned	Unassigned
Total Fund Balance	x	x	x	x	x
Unrestricted Fund Balance			x	x	x
Unreserved Fund Balance (AKA "Balance available for assignment")				x	x

1. See Stephen J. Gauthier, "Governmental Accounting, Auditing, and Financial Reporting." (The "Blue Book") 2012 Government Finance Officers Association.

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena General Fund

Capital Asset Condition						
Capital assets must be maintained and replaced over time. This requires annual resource commitment such that the value of assets and asset improvements does not decline.						
3 Capital Asset Condition						
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Q3
-3.05%	-3.14%	-3.25%	-3.35%	-3.46%	-3.58%	
Formula Change in Capital Asset Condition = $\frac{\left(\begin{array}{c} \text{ending net value of} \\ \text{capital assets} \end{array} \right) - \left(\begin{array}{c} \text{beginning net value} \\ \text{of capital assets} \end{array} \right)}{\text{beginning net value of capital assets}}$			Score: Warning-Red: persistent and substantially negative trend Caution-Yellow: negative or decreasing but there is a reasonable plan for stabilizing. Good-Green: not an issue of concern.			
Liquidity A decreasing amount of cash and short-term investments as a percentage of current liabilities suggests the government is less able to pay its short-term obligations. Increasing current liabilities at the end of the year as a percentage of net operating revenues indicates liquidity problems and/or deficit spending. Liquidity measures the amount of readily available financial resources relative to immediate financial commitments (current liabilities).						
4 Liquidity						
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Q4
315.61%	385.85%	387.61%	367.17%	410.08%	502.29%	
Formula liquidity = $\frac{\text{cash and short term investments}}{\text{current liabilities}}$			Score: Warning-Red: Persistently & substantially decreasing. Caution-Yellow: Has decreased but there is a reasonable plan for stabilizing. Good-Green: not an issue of concern.			
Definitions Current liabilities is the sum of all liabilities due at the end of the fiscal year including short-term debt, current portion of long-term debt, all accounts payable accrued liabilities IMPORTANT: Include - Advances and amounts due to other funds, including internal funds from pooled cash transactions or borrowing. - Increases in debt service payments due to financings. Cash and short-term investments includes cash on hand and in the bank as well as other assets that can easily be converted to cash.						

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

Fixed Costs and Budget Flexibility

Increasing fixed costs as a percentage of net operating expenditures may indicate an unsustainable financial structure where the government has limited ability to make necessary budget changes. Fixed does not mean static. Fixed costs may be changing over time but cannot be easily altered.

A major component of general fund spending is labor costs for salaries and benefits: often these costs are anything but fixed, as costs continue to escalate, but as long as the employees are on the payroll, these costs are unavoidable. This indicator computes the proportion of net annual operating expenses that these fixed and labor costs represent, to show the degree of flexibility the agency has in making budget reductions. As with all these measures, compute this for general fund and other funds separately.

Definitions

Salaries and wages are compensation paid directly to employees.

Benefits include costs for contributions to FICA, pension, life insurance, health insurance, etc. and current contributions to self-insurance funds.

Fixed costs are those costs over which the government has little control in the short run because of contractual agreements, charter restrictions, or state or federal law, other than those costs already included under salaries, wages or benefits. Non-labor fixed costs include debt service, retiree health payments, lease-purchase payments, utilities, contracted goods and services, etc.

Net operating expenditures. Net operating expenditures equals expenditures (after credits/reimbursements) and transfers out, minus capital improvement expenditures (or transfers out for capital purposes), minus expenditures of revenues legally restricted to special purposes.

Subsidy Expenditures / Transfers Out. Total of expenditures and transfers out to support enterprises or special funds.

5a Fixed Costs						
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
7.49%	2.16%	2.35%	3.66%	3.71%	3.20%	
Formula Fixed costs as a percent of expenditures = $\frac{\text{fixed costs}}{\text{net operating expenditures}}$				For comparison purposes		
5b Fixed Costs plus Labor Costs						
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	
68.06%	62.94%	58.58%	58.65%	62.25%	64.50%	
Formula Fixed costs and labor costs as a percent of expenditures = $\frac{\text{salaries} + \text{wages} + \text{benefits} + \text{fixed costs}}{\text{net operating expenditures}}$			Score: Warning-Red: Increasing or over 80%. Caution-Yellow: Has increased but is projected to stabilize or decline. Good-Green: not an issue of concern.			
			Q5			

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

General Fund Subsidy of Other Funds.

Some cities and counties find themselves using the general fund to subsidize golf course rates; water, sewer, transit, parking or other enterprise operations; or pay debt service or capital improvement costs that should arguably be paid by proprietary or special revenue funds. Often this is because user fees are not sufficiently high enough to be self-supporting. Sometimes it is because debt obligations were incurred that burdened the general fund with a pledge to support bonds if the intended repayment source (development fees, enterprise fund) proved inadequate. These subsidies limit budget flexibility if they are a significant portion of the general fund net operating expenditures and/or if the trend is increasing.

6 General Fund Subsidy of Other Funds					
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
5.16%	6.14%	7.27%	9.93%	4.38%	0.64%
Formula Subsidy costs as a percent of expenditures = $\frac{\text{Subsidy Expenditures and Subsidy Transfers Out}}{\text{net operating expenditures}}$			Score: Warning-Red: Increasing or over adopted policy. Caution-Yellow: Has increased but is projected to stabilize or decline. Good-Green: not an issue of concern.		Q6 ☐ ☒ ☐

Constraints on Budgetary Discretion

Constraints on the budgetary discretion of the agency include binding arbitration or required formulas or third party agreement to alter compensation, spending or minimum staffing. These legal constraints impair the agency's ability to achieve solutions when in fiscal distress and may also accelerate cost increases over time.

7 Constraints on Budgetary Discretion	
Do charter provisions or other legal commitments (contracts, court decisions/settlements) restrict the City Council's authority? • Binding arbitration: required submission of a dispute to a third person whose decision is obligatory. • Formulas require minimum employee compensation, hiring or staffing levels, or spending levels or require the agreement of others. • General fund is pledged as support, or public facilities as security, for non-general fund debt. • Others: restrictions on contracting out, voter-approved tax expiring.	Score: Warning-Red: Yes - restrictions. Caution-Yellow: Yes but minimal/workable. Green - no restrictions Q7 ☐ ☐ ☒

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena** General Fund

Financial Practices				
An agency's financial and budgetary management practices may contribute to financial distress. Practices that should be rarely used include solving budgetary imbalances with temporary revenues or cuts (such as furloughs), internal borrowing from special funds beyond budget years (i.e. for more than cash flow), deferring pension or other employee costs, and backloaded debt service schedules. Financial trouble is also strongly correlated with a local government's failure to file financial reports on time.				
8 Balancing the Budget with Temporary Funds Q8				
Has the general fund (budget or financial year close) been balanced with reserves • selling assets • deferring asset maintenance or operating costs ?	2015-16	2016-17	2017-18	Score: Warning-Red: Yes, multiple years. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.
No	No	No		☐ ☐ ☒
Q8a				
Q8b Is there an adopted policy on the use of temporary funds?				☒ Yes ☐ No
Is there an adopted reserves and fund balance policy?				☒ Yes ☐ No
9 Balancing the Budget with Borrowing Q9				
Has the general fund (budget or financial year close) been balanced with short-term borrowing, • internal borrowing (including transfers that must be repaid), • amounts owed to other funds from pooled cash ?	2015-16	2016-17	2017-18	Score: Warning-Red: Yes, multiple instances. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.
No	No	No		☐ ☐ ☒
Q9a				
Q9b Is there an adopted policy on short-term borrowing?				☒ Yes ☐ No
Is there an adopted policy on interfund transfers?				☒ Yes ☐ No
10 Balancing the Budget by Deferring Employee Compensation Costs Q10				
Has the general fund been balanced by deferring payments for or not paying the current actuarially determined costs of ... • pension, other post-employment benefit liabilities (e.g., compensated absences, deferred comp, retiree medical, etc.) • risk programs (e.g., workers comp and liability funds, etc.) • pension obligation bonds which presume overly optimistic payroll growth?	2015-16	2016-17	2017-18	Score: Warning-Red: Yes, multiple years. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.
No	No	No		☐ ☐ ☒
Is there an adopted policy on the payment of employee compensation costs?				☒ Yes ☐ No

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena** General Fund

11 Balancing the Budget with Backloaded Debt Service						Q11
Have general fund debt payment schedules been backloaded? (e.g., capital appreciation bonds, pension obligation bonds, or other financings with balloon payments or deferred/increasing payment schedules over time)	2015-16 No	2016-17 No	2017-18 No	Score: Warning-Red: Backloaded payments Caution-Yellow: minimal/workable. Good-Green: Not a concern.	☐ ☐ ☒	
Q11a						
Q11b Is there an adopted policy favoring pay-as-you-go financing? ☐ Yes ☒ No						
Is there an adopted debt management / affordability policy? ☐ Yes ☒ No						
12 Funding Operating Costs with Non-recurring Revenues (e.g. development, etc.)						Q12
Has the general fund (budget or financial year close) been balanced relying on non-recurring revenues, such as from land-use development, to fund on-going operating costs or debt service other than work associated with those temporary revenues? (e.g., developer fees or taxes, sales taxes from construction, etc. funding other than building/planning staff)	2015-16 No	2016-17 No	2017-18 No	Score: Warning-Red: Yes. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.	☐ ☐ ☒	
Q12a						
Is there an adopted long-range financial plan and policy? ☒ Yes ☐ No						
13 Timeliness and Accuracy of Financial Reports						Q13
Have annual financial reports not been filed on time ? • Comprehensive Annual Financial Report (CAFR) • State Controller's Financial Transactions Report	2015-16 No	2016-17 No	2017-18 No	Score: Warning-Red: Yes. Not filed on time. Caution-Yellow: Yes but special circumstances. Green- No: filed correctly and on time.	☐ ☐ ☒	
14 Service Level Solvency						Q14
Are public service levels below standards in this community ? e.g., emergency response times, road condition, facility maintenance, etc.	2015-16 Yes	2016-17 Yes	2017-18 Yes	Score: Warning-Red: Far below standards. Caution-Yellow: Below standards but will improve. Green- Service levels meet standards.	☐ ☒ ☐	



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of **St. Helena**

General Fund

This worksheet is a tool to 1) help the analyst find the figures and put them together, 2) more clearly define all of the data elements and terms – and tie them back to standard GASB elements etc. as much as possible.

Data Component		Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
a	Gross revenues	CAFR* Statement of Revenues and Expenditures "total revenues"	1A	11,535,370	11,963,558	13,338,519	14,005,445	14,705,717	15,441,003
a1	Transfers in	CAFR* Statement of Revenues and Expenditures "transfers in"		-	-	-	-	-	-
a2	Revenues restricted to capital improvements (by law or contract)	Staff analysis		-	-	-	-	-	-
a3	Revenues legally restricted to special purposes	Staff analysis		-	-	-	-	-	-
b	Net operating revenues	line "a" plus line "a1" minus line "a2" minus line "a3"	1B,1C	11,535,370	11,963,558	13,338,519	14,005,445	14,705,717	15,441,003
Net operating revenues. Net operating revenues equals gross revenues and transfers in, minus revenues restricted to capital improvements, minus revenues legally restricted to special purposes.									
General purpose revenues. Discretionary taxes including property taxes (other than voter approved debt service), property transfer tax, general sales and use tax, business license tax, transient occupancy tax, utility users tax, construction tax, and other discretionary taxes; franchises; fines, forfeitures and penalties; investment earnings; rents, concessions, royalties; homeowners property tax relief reimbursement; non-restricted state and federal grants; and non-restricted transfers in.									



The California Municipal Financial Health Diagnostic

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City of **St. Helena**

General Fund

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Data Component		Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
c	On-time(temporary) revenues (other than those included in "c" or "d")	Staff analysis	1B,1C	0	0	87,500	0	0	0
	One-time (temporary) revenues. One-time (temporary) revenues include any non-recurring revenues that derive from short-term activities and cannot be relied upon in the long-run (over multiple years). This might include revenues from land sales, one-time transfers from other funds, limited-term grants, court settlements or major donations. Optionally, you might consider also excluding receipt of construction-related revenues from a given project that are significantly in excess of an “average” year, if this represents a level of revenue unlikely to be repeated. Back taxes and late payments do not have to be omitted because they just make up for what was not received in a prior year.								
d1	Salaries, wages and benefits			6,168,085	6,644,218	7,464,662	7,837,895	8,229,790	8,641,279
d2	Services and supplies			2,607,687	2,747,419	3,105,590	3,260,870	3,423,913	3,595,109
d3	Other			1,454,257	859,557	1,296,491	1,176,782	1,228,501	1,211,616
d	Gross expenditures	CAFR* Statement of Revenues and Expenditures “total expenditures”	1A	10,230,029	10,251,194	11,866,743	12,275,547	12,882,204	13,448,004
e	Transfers out	CAFR* Statement of Revenues and Expenditures “transfers out”		-	721,560	1,446,900	2,018,189	1,218,189	692,189
f	Capital project expenditures (other than capital outlay that is not included in current expenditures)	CAFR* Statement of Revenues and Expenditures “capital outlay”		46,590	40,171	38,483	40,407	42,427	44,549



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City of St. Helena

General Fund

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Data Component	Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
			2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
g Other one-time or temporary expenditures	Staff analysis		-	-	-	-	-	-
h Net operating expenditures	line "d" plus line"e" minus line"f" minus line"g" minus line"a3"	1A, 1C, 2, 4, 5	10,183,439	10,932,583	13,275,160	14,253,329	14,057,966	14,095,644
Net operating expenditures. Net operating expenditures equals gross expenditures minus capital improvement expenditures minus expenditures of revenues legally restricted to special purposes.								
i Unbudgeted current liabilities	Staff analysis	1C	0	0	0	0	0	0
Unbudgeted current liabilities. The amortized costs of long term general fund liabilities not already included in "net operating expenditures." This includes amounts not budgeted or expended that "should be" in order to pay the current year portion of liabilities. Examples: unbudgeted actuarially required contributions (ARC) to Other Post-Employment Benefits (OPEB) or pension systems; unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure.								
j Total Fund Balance	CAFR* Balance Sheet		4,452,508	5,443,312	5,468,188	5,179,897	5,785,221	7,086,031
k Nonspendable, restricted and committed fund balance	CAFR* Balance Sheet		994,611	994,611	994,611	994,611	994,611	994,611
l Unreserved fund balance including General Reserve	line "j" minus line "k"	2	3,457,897	4,448,701	4,473,577	4,185,286	4,790,610	6,091,420



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of **St. Helena**

General Fund

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Data Component	Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)																														
			2015-16	2016-17	2017-18	2018-19	2019-20	2020-21																														
Unreserved fund balance is fund balance not reserved in accordance with state law, charter or contractual obligation. This includes total fund balance minus nonspendable, restricted or committed resources. However: ➤ You should review resources categorized as "committed" and include in "unreserved fund balance" any amounts that, even if only in time of emergency, could be accessed with action of the City Council. ➤ Uncollectible loans or other receivables should <u>not</u> be included in this measure of unreserved fund balance.																																						
<table><tr><th colspan="6">Fund Balance Components¹</th></tr><tr><th></th><th>Nonspendable</th><th>Restricted</th><th>Committed</th><th>Assigned</th><th>Unassigned</th></tr><tr><td>Total Fund Balance</td><td>x</td><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td>Unrestricted Fund Balance</td><td></td><td></td><td>x</td><td>x</td><td>x</td></tr><tr><td>Unreserved Fund Balance (AKA "Balance available for assignment")</td><td></td><td></td><td></td><td>x</td><td>x</td></tr></table>									Fund Balance Components ¹							Nonspendable	Restricted	Committed	Assigned	Unassigned	Total Fund Balance	x	x	x	x	x	Unrestricted Fund Balance			x	x	x	Unreserved Fund Balance (AKA "Balance available for assignment")				x	x
Fund Balance Components ¹																																						
	Nonspendable	Restricted	Committed	Assigned	Unassigned																																	
Total Fund Balance	x	x	x	x	x																																	
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Unreserved Fund Balance (AKA "Balance available for assignment")				x	x																																	
1. See Stephen J. Gauthier, "Governmental Accounting, Auditing, and Financial Reporting," (The "Blue Book") 2012 Government Finance Officers Association.																																						
m	Beginning net value of capital assets, <i>government-wide</i>	CAFR Notes to financial statements and staff analysis (for projection)	3	38,087,639	36,927,465	35,767,636	34,606,119	33,446,526	32,288,953																													
n	Ending net value of capital assets, <i>government-wide</i>		3	36,927,465	35,767,636	34,606,119	33,446,526	32,288,953	31,133,502																													
Capital Asset Condition. A high ratio suggests the government is keeping pace, on average, with the aging of its capital assets.																																						
o	Cash and short-term investments (<i>fund level</i>)	CAFR* Balance Sheet	4	2,923,879	3,574,521	3,590,857	3,401,542	3,799,047	4,653,265																													
Cash and short-term investments includes cash on hand and in the bank as well as other assets that can easily be converted to cash.																																						
	Current liabilities (<i>fund level</i>)	CAFR* Balance Sheet*	4	926,413	926,413	926,413	926,413	926,413	926,413																													



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of **St. Helena**

General Fund

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Data Component		Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
p	*Current liabilities is the sum of all liabilities due at the end of the fiscal year including short-term debt, current portion of long-term debt, all accounts payable accrued liabilities and other current liabilities due to be paid within 60 days. IMPORTANT: <i>Include</i> <i>Advances and amounts due to other funds, including internal funds from pooled cash transactions or borrowing.</i> <i>Increases in debt service payments due to financings.</i>								
q	Salaries + wages + benefits	(from line "d1" above)	5B	6,168,085	6,644,218	7,464,662	7,837,895	8,229,790	8,641,279
	Salaries and wages are compensation paid directly to employees. Benefits include costs for contributions to FICA, pension, life insurance, health insurance, etc. and current contributions to self-insurance funds.								
r	Debt service principal (long term debt only)	Staff analysis		377,964	117,030	154,216	70,525	70,525	35,262
s	Debt service interest (long term and short term debt)	Staff analysis		173,029	53,576	70,599	32,286	32,286	16,143
t	Expenditures for federal, state or court mandated activities	Staff analysis		-	-	-	-	-	-
u	Pension payments (other than those included in "q" above)	Staff analysis and CAFR		-	-	-	-	-	-
v	Lease purchase payments	Staff analysis and CAFR		212,087	65,669	86,535	39,574	39,574	19,787
w	Other long term contracts	Staff analysis							
x	Other fixed costs	Staff analysis					379,189	379,189	379,189



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of **St. Helena**
General Fund

This worksheet is a tool to 1) help the analyst find the figures and put them together, 2) more clearly define all of the data elements and terms – and tie them back to standard GASB elements etc. as much as possible.

<i>Data Component</i>	<i>Source of Data</i>	<i>Use for Indicator</i>	<u>Year-2</u>	<u>PriorYr</u>	<u>CurrentYr (estimated)</u>	<u>Next Year (projected)</u>	<u>Year+2 (projected)</u>	<u>Year+3 (projected)</u>
			2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
y Fixed costs	Sum of r through x above	5A, 5B	763,080	236,275	311,350	521,574	521,574	450,381
Fixed costs are those costs over which the government has little control in the short run because of contractual agreements, charter restrictions, or state or federal law, other than those costs already included under salaries, wages or benefits. Fixed costs include debt service, retiree health payments, lease-purchase payments, utilities, contracted goods and services, etc. When it is unclear if certain costs are "fixed," consider a rule of thumb such as "can elected officials cut these costs by at least ten percent in one year."								
z Subsidy expenditures and subsidy transfers out	Staff analysis based on CAFR Statement of Revenues and Expenditures	6	525,000	671,500	965,000	1,416,000	616,000	90,000

The California Municipal Financial Health Diagnostic



Notes to the Analyst

To complete the **California Municipal Financial Health Diagnostic**:

- 1) Compile the data in the beige fields of the "**Data Gathering**" worksheet tab. White fields automatically compute.
- 2) In the "**Indicators**" worksheet tab, values for indicators 1 - 6 will compute automatically from the data provided in the "**Data Gathering**" worksheet. Based on these values, rate each indicator.
- 3) In the "**Indicators**" worksheet tab, gather information and complete the beige fields and ratings for indicators 7 - 14.
- 4) In the "**Indicators**" worksheet tab, answer related questions regarding financial policies.
- 5) Ratings are automatically summarized in the "**Summary Checklist**" tab.
- 6) Prepare a *narrative report* describing each of your findings.

The "**Summary Checklist**" summarizes the questions and responses of your **Financial Health Diagnostic**. This is a summary of the more detailed analysis of the fourteen indicators in the "**Indicators**" worksheet. The quantitative data needed to complete the Indicators worksheet is contained in the "**Data Gathering**" worksheet. Many of the measures require projections for at least the next three years.

Data Gathering. Most of the data necessary to complete the fields in the Data Gathering worksheet for the "prior year" and "year-2" values can be obtained from your government's annual financial statements, budgets and debt schedules. However, certain measures will take some additional analysis and computation. For example, indicators "1b" and "1c" for operating deficit/surplus go beyond the simple difference between gross expenditures and gross revenues. You will need to adjust for revenues and related expenditures restricted to one-time (temporary) purposes or that are legally restricted to specific purposes. You will also need to take into account the amortized costs of all unbudgeted liabilities. Further, you will need to make forecasts of these ongoing net revenues, net expenditures and resulting balances in future years.

Forecasting. For the purpose of projecting future amounts and indicators in these worksheets, the financial analyst should assume:

- Current tax rates, allocations and laws. Do not presume your voters or the legislature will increase or otherwise alter the current tax base, rates or revenue allocations.
- Non-voter approved fees increase at levels consistent with existing policy of the local government.
- Temporary and one-time grant revenues and related expenditures do not continue (see "net operating revenues" and "net operating expenditures.")
- Employee compensation changes per current contract or policy including anticipated merit increases. For out-year costs, assume no further changes. Then, run an alternative scenario (sensitivity analysis) with reasonable assumptions about increases in future years. (i.e. cost of living adjustments at California CPI or 2%)
- Changes in staffing (including growth, turnover and vacancies) and other expenses necessary to maintain the current level of service.
- Changes in staffing and other expenses needed to maintain and operate any new facilities that are expected to be completed and operational.

In addition, there are worksheets for Special Program Funds which may be used to evaluate proprietary or special revenue funds. These worksheets include the data gathering and indicators elements to calculate indicators #1 and #2 for the each fund.



Questions, comments, improvements? Michael Coleman 530-758-3952 coleman@muniwest.com
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Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: **New Business**

Subject: **Informational Update on St. Helena Elm Tunnel Management Plan**

CEQA Determination: **Not a CEQA project**

Prepared By: Carlos Uribe, Maintenance Manager

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City and Caltrans have been adhering to the 2011 St. Helena Elm Tunnel Management Plan since it was originally introduced and approved in 2011. The Plan was drafted with the intent to facilitate communication and partnership between the State and City to provide maintenance, preservation and restoration of the historic elms in a way that meets current safety requirements. The Management Plan consists of a set of coordinated protocols with identified functional areas within the State and the City to address short-term as well as longer-term work on the Elm Tunnel as the original trees near the end of their natural lifespan.

The management plan includes:

- Introduction to the Tunnel of Elms
- Data & Assumptions
- Recommendations including Vision & Goals, and Action Items
- Communication Plan
- Maintenance
- Treatment
- Planting
- Regulatory Compliance
- Summary Commitment

DISCUSSION

On November 14, 2017, City Council adopted goals that included a request for an informational update on the 2011 Elm Tunnel Management Plan as well as having an informational consultation with the St. Helena Beautification Foundation.

The City's Public Works Maintenance Manager and Certified Tree Arborist, Carlos Uribe, has been coordinating with the Caltrans Maintenance Division located in Calistoga for pruning, inoculation, watering, removal and replacement of the trees. Beginning November 27, Caltrans began the removal of 10 dead elm trees that presented a hazard to pedestrian and motorized traffic. In turn, City staff has received fourteen 15-gallon replacement trees that were purchased by Caltrans to replace the 10 trees that were recently removed as well as any other young trees that did not take from previous plantings. City staff will plant the trees in early 2018. In addition, City staff has reached out to the St. Helena Beautification Foundation to discuss additional maintenance and beautification opportunities along the tree tunnel corridor as well as inviting representatives to this Council meeting.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Review and provide direction to staff.

ATTACHMENTS

[2011 St. Helena Elm Tunnel Management Plan](#)

ST. HELENA ELM TUNNEL MANAGEMENT PLAN



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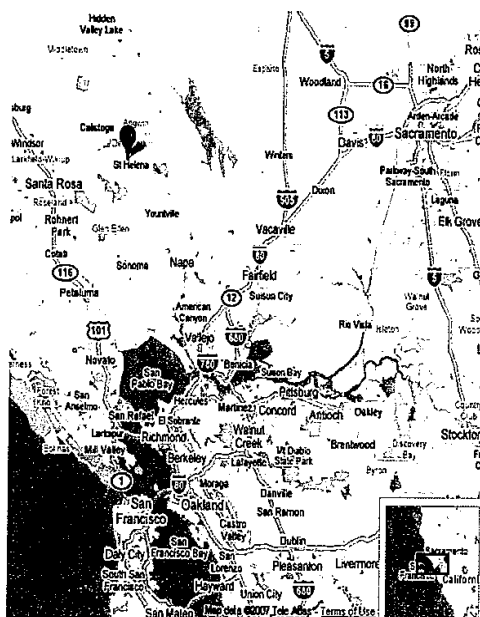
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INTRODUCTION



In 1885, the Beringer brothers planted approximately 75 elm trees on each side of the highway fronting their Saint Helena winery property. The Saint Helena Elm Tunnel is now a historic resource for the purposes of the California Environmental Quality Act as well as a contributor to the Beringer Winery Historic District, which was listed on the National Register of Historic Places in 2001. The two rows of American elm trees that compose the “tunnel” of tree canopy over State Highway 29 on the northwest boundary of the district are owned by the State of California, Department of Transportation (State). Located within the limits of the City of Saint Helena in Napa County, California, the Elm Tunnel is of great interest to the local community.

The Elm Tunnel has been affected by age, Dutch elm disease, and an infestation of bark beetle. At an age of nearly 130 years, the Elm Tunnel now flanks a busy two-lane state highway. It is the goal of the State to partner with the City of St. Helena (City) to provide maintenance of the historic elms to preserve the Elm Tunnel experience for future generations.

This Management Plan is intended to facilitate communication and partnership between the State and City to provide maintenance, preservation and restoration of the historic elms in a way that meets current safety requirements. The Management Plan consists of a set of coordinated protocols with identified functional areas within the State and the City to address short-term as well as longer-term work on the Elm Tunnel as the original trees near the end of their natural lifespan.

MAINTENANCE

Caltrans Maintenance currently performs routine trimming and pruning for safety and winter preparation. Typically, this involves trimming off any dead limbs in order to provide horizontal and vertical clearances for vehicular traffic. In addition to the normal maintenance work, stumps from diseased trees that were previously removed have been ground to prevent sucker growth and to provide a place to plant replacement trees. During these maintenance activities, the Caltrans Maintenance Tree Crews and the City Arborist complete an inspection of all the trees.

Continued Elm Tunnel maintenance will focus on sustaining the health of the existing two tree rows for as long as possible. Partnership in the maintenance of the Elm Tunnel has been ongoing between the City and State for years. Currently, the State reimburses the City to perform routine maintenance involving litter, drainage and electrical. This continued partnership is integral to Elm Tunnel longevity. The City crews have been essential to a quick response to remove unexpected limb drop to protect the safety of the traveling public.

Annual fungicide injections and spraying of insecticides have been implemented over the past several years to control the bark beetle population and hedge back the damaging effects of the fungi *Ophiostoma novoulmi* and *O. ulmi* pathogen vectored by the bark beetles. This effort has been a partnership between the State and City. The State has purchased fungicide. The City has performed the inoculation with the fungicide as well as purchased and applied insecticide. This continued partnership, subject to the allocation of resources from the legislature and the City, is essential to the preservation of the elm trees. Continued regular communication about the health, vigor and routine maintenance of the tunnel is needed to preserve this living resource (see Communication Plan below).

<u>Maintenance Task</u>	<u>Schedule</u>	<u>Responsibility</u>
Routine Pruning	Annual, Jan. – Feb.	Caltrans
Tree Removal	Annual, as needed	Caltrans
Emergency Pruning or Removal	Variable; Emergency Response	Caltrans/City
Insecticide application	Annual	City
Preventive inoculation	Annual	City/Caltrans

TREATMENT/PLANTING

St. Helena community members have proposed that elm trees be planted in order to rehabilitate the Elm Tunnel for future generations. The primary goal of this rehabilitation treatment is the replacement of an extensively deteriorated historic feature with compatible material that conveys the appearance of the original. The City of St. Helena is partnering with the State in this effort.

According to State policies, new planting along conventional highways such as Route 29 is typically the responsibility of local entities through encroachment permit and maintenance agreement. It should be noted that the location of the historic Elm Tunnel is not suitable, pursuant to current policy, for new planting because of the close proximity to the traveled way. An advisory standard exception for nearby planting thus will have to be prepared and approved. The advisory exception would be for planting new trees at 8' from the edge of traveled way to the expected face of the mature tree.

In this case, the offset to the new trees would be approximately 9'6" to the young tree. This allows the mature tree caliper to achieve up to 36" caliper. Although the existing trees lend the appearance of symmetry about the roadway, they vary in offset from 4'6" to 8'6" when measured from the edge of traveled way. It is expected that the visual change from the offset would be minimal when the trees mature. Over the years, as more trees are replaced, the variance would decrease.

It is anticipated that planting and establishment of new trees will be conducted by the City utilizing their own forces or a community work day. The State will participate through the purchase of plant material, with a \$2,000 maximum investment (see Appendix D). The State's participation is anticipated for the fall of 2011. Future planting efforts are subject to further discussion.

Replacement trees are intended to reach a similar mature height, provide a similar leaf size and branching pattern, and similar form, scale, color and texture. Two elm tree cultivars have been selected for replacement planting within the Elm Tunnel. Both trees are elm hybrids that have shown tolerance for resistance to Dutch elm disease when tested in Northern California in high stress disease conditions. All elm trees are susceptible to disease. Several cultivars have shown higher tolerance and are considered more likely to be successful. The selection team included Jim Haller, City of St. Helena Arborist, Jeanne Gorham, Caltrans District Landscape Architect and Don Rivers, Caltrans Regional Maintenance Manager. Dr. Larry Costello, from the UC Davis Department of Plant Sciences, was consulted as a technical expert in elm tree research. Dr. Costello has been studying and conducting research on Dutch elm resistance in California for over 20 years. Dr. Costello shared his research findings through correspondence and a phone

conference. A field meeting with Dr. Costello at a test plot in Atherton, CA was held to visually confirm desired habit and branching structure.

Fiscal considerations limit the State's ability to currently commit to a planting plan beyond the above proposal. The historic Elm Tunnel is approximately 1400 feet long currently consisting of approximately 120 trees. Originally, there were approximately 75 trees reportedly planted on each side of the highway for a total of 150 trees. There are presently 51 blank spots where trees were removed over the years, but some of these locations are where trees may not have been planted. Seven of these blank spots are the location of tree removal operations necessary for the protection of the health and safety of the public and conducted in consultation with the State Historic Preservation Officer (SHPO) and the City in recent years. The present proposal is for the City and the State to select locations within the blank spots to re-plant 35 to 40 new trees. The implementation of the proposed plantings will afford the City, the State and the SHPO an opportunity to assess the success of restoration efforts through this partnership and enable a dialogue among the parties to discuss criteria for further plantings and parameters for integrity of this contributor to the National Register-listed Beringer Historic District.

COMMUNICATION PLAN AND DOCUMENTATION

The State and City are the primary parties involved in preserving, maintaining, and potentially rehabilitating the Elm Tunnel. The State and the City will continue to partner in this effort as resources allow. Other stakeholders, such as the Tree Committee and the St. Helena Beautification Foundation will be essential to supporting this effort.

COMMUNICATION PLAN FOR MAINTENANCE

Caltrans Responsibilities:

Caltrans Maintenance Tree Crews will inspect the trees on an annual and as-needed or emergency basis in consultation with the City Arborist, Jim Haller. Caltrans Maintenance will continue to coordinate with the City on the inoculation/fungicide treatments. If it is determined that tree removal or trimming is required, the Caltrans Maintenance Supervisor will notify the following parties by email:

Caltrans Maintenance Region Manager: Don Rivers

Caltrans Project Management: Doanh Nguyen, Ahmad Rahimi, Kelly Hirschberg

Caltrans Landscape Architect: Jeanne Gorham

Caltrans Office of Cultural Resource Studies: Jennifer Darcangelo

Caltrans Public Information Office: RocQuel Johnson

Caltrans Office or Permits: Michael Condie

City of St. Helena Arborist: Jim Haller

City of St. Helena Public Works Director: John Ferons

City of St. Helena City Manager: Mary Neilan

City Responsibilities:

When it is determined that routine maintenance, trimming, or tree removal will be required, the City will notify the following parties of the planned work and communicate with Caltrans on any questions or concerns that come up:

St. Helena Beautification Foundation: Ms. Beatty

City of St. Helena Tree Committee

Senator Noreen Evans representative:

Congressman Mike Thompson representative: Brad Onorato

After the initial contacts listed above are made in response to the planned or emergency work, additional communications will be made as necessary:

Caltrans Office of Cultural Resource Studies: State Historic Preservation Officer

Caltrans Public Information Office: St. Helena Star and other media releases

City of St. Helena Public Works Director: City Council or other City communications

COMMUNICATION PLAN FOR TREATMENT/PLANTING

It is anticipated that planting and establishment of new trees will be conducted by the City utilizing their own forces or a community work day. The State will participate through the purchase of plant material, with a \$2,000 maximum investment. The target for planting the trees is fall of 2011. The plant establishment period will be defined by the ability of the trees to sustain without supplemental water. The City will provide supplemental water for plant establishment and pruning for training until the trees are able to self-sustain.

Caltrans Responsibilities:

Utility Location Verification: Caltrans Maintenance Supervisor

Proposed Planting Locations: Don Rivers

Encroachment Permit: Michael Condie

Provide Selected Trees (not to exceed \$2,000): Caltrans Maintenance Supervisor

Monitoring Plant Establishment: Maintenance Supervisor, Tree Crew, Landscape Architect

City Responsibilities:

Proposed Planting Locations: Jim Haller

Encroachment Permit Application: John Ferons, Jim Haller

Tree Planting: Jim Haller

Supplemental Tree Watering: Jim Haller

Monitoring Plant Establishment: Jim Haller

DOCUMENTATION

Caltrans Office of Cultural Resource Studies (OCRS) will document current conditions of the Elm Tunnel, noting further removals and replanting efforts for reporting to the SHPO. Thereafter, OCRS will document and report on an annual basis to SHPO and the City.

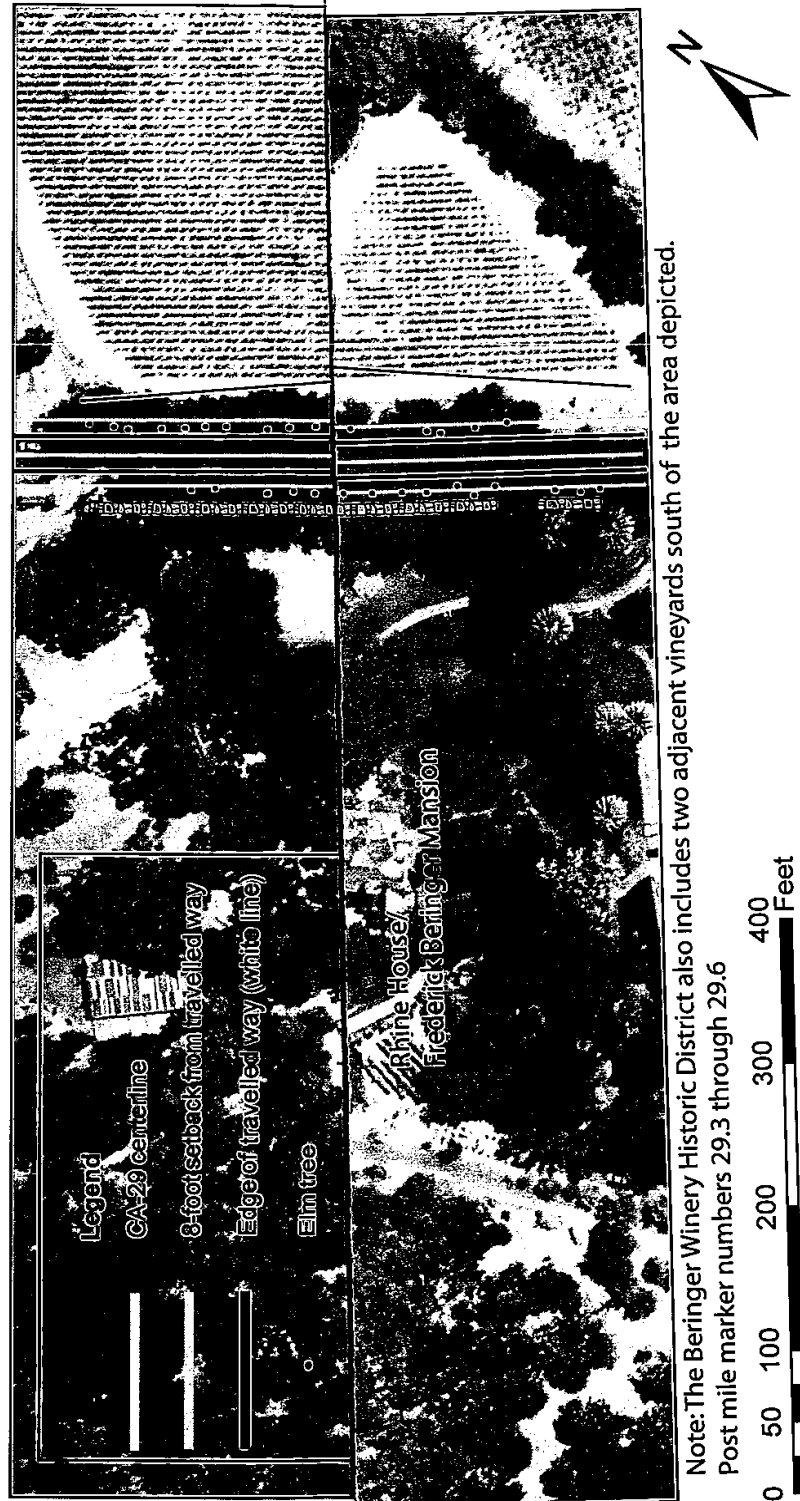
REGULATORY COMPLIANCE

All work planned for the Elm Tunnel will require consultation with the State Historic Preservation Officer. The Elm Tunnel is a character-defining feature of the Beringer Winery Historic District, which was listed on the National Register of Historic Places in 2001. In this context, the winery as a whole property is considered a cultural landscape (See Appendix A). Altering character-defining features of the cultural landscape constitutes an effect to the historical integrity of the whole property. As the owner of the Elm Tunnel, Caltrans is subject to CEQA (Public Resources Code §21000 et seq.) as well as other sections of the Public Resources Code. These codes establish the California Register of Historical Resources, a state listing of significant historical resources (PRC §5024.1), require state agencies to inventory state-owned resources and to formulate policies to preserve and maintain state-owned historical resources under their jurisdiction (PRC §5024) and require state agencies to consult with SHPO on projects affecting state-owned historical resources (PRC §5024(f) and §5024.5). The CEQA Guidelines (14 CCR §15000 et seq) provide guidance on implementing CEQA and the California Register regulations (14 CCR §4850 et seq.) provide further guidance on using the California Register

eligibility and integrity criteria and special considerations. Executive Order W-26-92 reinforces the requirements of PRC §5024 and §5024.5.

This Management Plan is intended to facilitate communication and partnership between the State and City to provide maintenance, preservation and restoration of the historic elms in a way that meets current safety requirements. In addition, this document serves to document the commitment of Caltrans and the City to comply with PRC § 5024 in preserving and maintaining this significant historical resource to the extent possible given that trees are a living resource, subject to disease and the natural aging process.

Elm Tunnel Map Beringer Winery Historic District



Tremaine, Kim J. "Rock Fences of Napa County: A Pilot Study." Prepared for Napa County, Conservation, Development, and Planning Department, August 1998.

Webber, Lin. *Old Napa Valley: The History to 1900*. St. Helena, California: Wine Ventures Publishing, 1998.



APPENDIX B:
ARBORIST REPORT

ARBORIST REPORT

For:

**Elm Tunnel
St. Helena CA 94574**

Prepared for

**City of St. Helena
Mr. Jim Haller
1480 Main Street
St. Helena CA 94574**

Prepared by

**Joseph T. Borden
Certified Arborist WC# 0227**



**P.O. Box 424
ST. HELENA, CA 94574
(707) 963-7578
(707) 963-7599 FAX**

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DRAFT

ARBORIST REPORT

SUMMARY

There are 123 elms remaining in the Elm Tunnel, all are included in this report. As a forest these trees are in relatively good condition.

Only three trees are recommended for removal, one due to the severity of decay in the trunk the other two from probable Dutch Elm Disease.

Nine of the trees were found to have structural weaknesses significant enough to warrant the installation of cable systems to reduce the failure potential.

Costs are not quoted in this report, nor are priorities assigned for the work. I estimate, approximately four to six man hours will be needed per tree to carry out the recommended work. This does not include road control.

For budgetary reasons, obviously those trees recommended for removal, for cabling and as having been noted to have large dead branches over the highway or the pathway would be of greater priority than those that just need routine maintenance.

In today's dollars, I estimate the cost of doing all the recommended work would be between \$39,360.00 to \$59,040.00.

These costs do not include road control, or the soil injection and trunk injections that are ongoing.

The trees were examined to existing map, tree #1 being at the Beringer entrance on the west side of Highway 29 and ending with tree #67. Tree #68 is located across the street from tree #1. on the east side of Highway 29 going north and ending with tree#123

All trees have root collars that are buried. These should be excavated back to natural grade.

SCOPE OF WORK AND LIMITATIONS

All observations were made visually, by me from the ground. No samples were taken for lab analysis. Conclusions are based upon personal knowledge of the species, and over 22 years experience in the field of commercial arboriculture.

SUMMARY OF RECOMMENDED WORK

Tree#	Species	Recommendation
1.	American Elm	Prune to clean, thin, elevate
2.	American Elm	Prune to clean, thin
3.	American Elm	Prune to clean, thin
4.	American Elm	Prune to clean, thin; Cable
5.	American Elm	Prune to clean, thin
6.	American Elm	Prune to clean, thin
7.	American Elm	Prune to clean, thin
8.	American Elm	Prune to clean, thin
9.	American Elm	Prune to clean, thin
10.	American Elm	Prune to clean, thin
11.	American Elm	Prune to clean, thin
12.	American Elm	Prune to clean, thin
13.	American Elm	Prune to clean, thin
14.	American Elm	Prune to clean, thin
15.	American Elm	Prune to clean, thin
16.	American Elm	Prune to clean
17.	American Elm	Prune to clean
18.	American Elm	Prune to clean, thin
19.	American Elm	Prune to clean
20.	American Elm	Prune to clean
21.	American Elm	Prune to clean
22.	American Elm	Prune to clean

23.	American Elm	Prune to clean
24.	American Elm	Prune to clean
25.	American Elm	Prune to clean
26.	American Elm	Prune to reduce crown
27.	American Elm	Prune to clean
28.	American Elm	Prune to clean, thin; Cable
29.	American Elm	Prune to reduce crown
30.	American Elm	Prune to clean, thin
31.	American Elm	Prune to clean
32.	American Elm	Prune to clean, restoration
33.	American Elm	Prune to clean, thin
34.	American Elm	Prune to clean, thin; Cable
35.	American Elm	Prune to clean
36.	American Elm	Prune to clean
37.	American Elm	Prune to clean
38.	American Elm	Prune to clean; Cable
39.	American Elm	Prune to clean
40.	American Elm	Prune to clean, thin
41.	American Elm	Prune to clean
42.	American Elm	Prune to clean, thin
43.	American Elm	Prune to clean, thin; Cable
44.	American Elm	Prune to clean, restoration
45.	American Elm	Prune to clean, thin; Cable
46.	American Elm	Prune to clean, restoration
47.	American Elm	Prune to clean, restoration

48.	American Elm	Prune to clean
49.	American Elm	Prune to clean, thin
50.	American Elm	Prune to clean, thin
51.	American Elm	Prune to clean, thin
52.	American Elm	Prune to clean, thin
53.	American Elm	Prune to clean
54.	American Elm	Prune to clean
55.	American Elm	Prune to clean
56.	American Elm	Prune to clean
57.	American Elm	Prune to clean
58.	American Elm	Prune to clean
59.	American Elm	Prune to clean
60.	American Elm	Prune to clean
61.	American Elm	Prune to clean
62.	American Elm	Prune to clean
63.	American Elm	Prune to clean
64.	American Elm	Prune to clean
65.	American Elm	Prune to clean
66.	American Elm	Take down suspected Dutch Elm Disease
67.	American Elm	Take down suspected Dutch Elm Disease
68.	American Elm	Prune to clean
69.	American Elm	Prune to clean
70.	American Elm	Prune to clean
71.	American Elm	Prune to clean
72.	American Elm	Prune to clean
73.	American Elm	Prune to clean

74.	American Elm	Prune to clean
75.	American Elm	Prune to clean, thin
76.	American Elm	Prune to clean
77.	American Elm	Prune to clean
78.	American Elm	Prune to clean
79.	American Elm	Prune to clean
80.	American Elm	Prune to clean
81.	American Elm	Prune to clean
82.	American Elm	Prune to clean
83.	American Elm	Prune to clean, thin; Cable
84.	American Elm	Prune to clean
85.	American Elm	Prune to clean
86.	American Elm	Prune to clean
87.	American Elm	Prune to clean
88.	American Elm	Prune to clean
89.	American Elm	Prune to clean
90.	American Elm	Prune to clean
91.	American Elm	Prune to clean
92.	American Elm	Prune to clean
93.	American Elm	Prune to clean
94.	American Elm	Prune to clean
95.	American Elm	Prune to clean, thin
96.	American Elm	Prune to clean, thin
97.	American Elm	Prune to clean, thin; Cable
98.	American Elm	Take down severe decay

99.	American Elm	Prune to clean
100.	American Elm	Prune to clean
101.	American Elm	Prune to clean
102.	American Elm	Prune to clean
103.	American Elm	Prune to clean
104.	American Elm	Prune to clean
105.	American Elm	Prune to clean
106.	American Elm	Prune to clean, thin
107.	American Elm	Prune to clean
108.	American Elm	Prune to clean
109.	American Elm	Prune to clean
110.	American Elm	Prune to clean
111.	American Elm	Prune to clean
112.	American Elm	Prune to clean
113.	American Elm	Prune to clean
114.	American Elm	Prune to clean
115.	American Elm	Prune to clean, thin
116.	American Elm	Prune to clean
117.	American Elm	Prune to clean
118.	American Elm	Prune to clean
119.	American Elm	Prune to clean
120.	American Elm	Prune to clean
121.	American Elm	Prune to clean, thin, restoration
122.	American Elm	Prune to clean
123.	American Elm	Prune to clean, thin

OBSERVATIONS

1. 28" DBH American elm showing good vigor. The tree has multiple vehicle injuries at the base of the tree showing good callus with no decay.

Recommendation: Prune for crown cleaning and crown thinning. Prune to elevate over the winery entrance.

2. 31" DBH American elm showing good vigor. There is a vehicle injury at the base with moderate decay. There is a pruning wound on the east side of the trunk with moderate decay.

Recommendation: Prune for crown cleaning and crown thinning

3. 33" DBH American elm showing good vigor. There is a vehicle injury on at the base with significant decay. There is a history of limb failure probably due to excess weight.

Recommendation: Prune for crown cleaning and crown thinning by removing branches up to 6" in diameter to reduce strain at the decayed area of the trunk.

4. 35" DBH American elm showing good vigor. There are scattered dead branches. Decay exists on the second limb up to the north, which may leave it susceptible to failure.

Recommendation: Prune for crown cleaning and crown thinning. Install one cable to reduce the failure potential.

5. 32" DBH American elm showing good vigor. There is a vehicle injury at the base with moderate decay. There are large dead branches over the highway. Decay exists in the south side of the trunk at approximately 10'. It is not significant in terms of failure potential.

Recommendation: Prune for crown cleaning and crown thinning

6. 31" DBH American elm showing good vigor. There are large dead branches.

Recommendation: Prune for crown cleaning and crown thinning.

7. 27" DBH American elm showing good vigor. There are scattered dead branches. Significant decay exists on the west side of the main stem, it is on the non-tension side of the limb and does not appear significant in terms of failure potential.

Recommendation: Prune for crown cleaning and crown thinning.

8. 26" DBH American elm showing good vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning and crown thinning.

9. 24" DBH American elm showing good vigor.

Recommendation: Prune for crown cleaning and crown thinning

10. 31" DBH American elm showing good vigor. There is a large wound on the north side of the trunk that is showing good callus and not yet decaying.

Recommendation: Prune for crown cleaning and crown thinning

11. 24" DBH American elm showing good vigor. There is a large wound on the west side of the trunk from a limb failure. Decay in the wound is minor.

Recommendation: Prune for crown cleaning and crown thinning.

12. 23" DBH American elm showing good vigor. There is a stem gall on the east side of the trunk. It is not a factor in structural strength.

Recommendation: Prune for crown cleaning and crown thinning

13. 23" DBH American elm showing good vigor. There is a wound approximately 15' up the trunk from an old limb failure. It shows moderate decay with good callus.

Recommendation: Prune for crown cleaning and crown thinning.

14. 27" DBH American elm showing good vigor. This tree has a history of limb failure.

Recommendation: Prune for crown cleaning and crown thinning

15. 24" DBH American elm showing good vigor. A target canker is evident on the site of an old pruning wound.

Recommendation: Prune for crown cleaning and crown thinning.

16. 25" DBH American elm showing good vigor. There is a small area of fluxing evident on the north side of the trunk at the base. This would indicate some sort of wound, probably the result of a vehicle. There are scattered dead branches. Branches to the southwest are heavy with foliage and wood weight.

Recommendation: Prune for crown cleaning.

17. 24" DBH American elm showing good vigor. Significant decay exists in the trunk. There is a large dead branch over the highway.

Recommendation: Prune for crown cleaning. Prune to remove dead limb over the highway back to upright limb to reduce the strain on the trunk.

18. 29" DBH American elm showing good vigor. There are scattered dead branches. There has been recent limb failure, probably due to excess weight.

Recommendation: Prune for crown cleaning and crown thinning.

19. 25" DBH American elm showing good vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

20. 22" DBH American elm showing good vigor.

Recommendation: Prune for crown cleaning.

21. 23" DBH American elm showing good vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

22. 21" DBH American elm showing good vigor. There is significant decay on the west side of the trunk. The failure potential is low due to the severity of pruning for line clearance that has been done.

Recommendation: Prune for crown cleaning.

23. 21" DBH American elm showing good to fair vigor.

Recommendation: Prune for crown cleaning

24. 19" DBH American elm showing good to fair vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

25. 19" DBH American elm showing good vigor.

Recommendation: Prune for crown cleaning

26. 22" DBH American elm showing good to fair vigor. Significant decay exists in the trunk on the west side.

Recommendation: Prune for crown reduction by cutting back limbs up to 8" diameter wood to reduce the failure potential.

27. 25" DBH American elm showing good vigor.

Recommendation: Prune for crown cleaning

28. 32" DBH American elm showing good vigor. There are scattered dead branches. Decay exists in a scaffold limb over the highway where the tree has been cut severely for high voltage clearance. There is one 6" diameter broken limb hanging in the canopy.

Recommendation: Prune for crown cleaning and crown thinning. Install two cables to reduce the decayed limb to reduce the failure potential.

29. 33" DBH American elm showing good vigor. There is severe decay in the trunk.

Recommendation: Prune for crown reduction by pruning back into 8"-10" diameter wood to reduce the failure potential.

30. 31" DBH American elm showing good to fair vigor. There is moderate to severe decay in the trunk with a moderate failure potential.

Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce strain on the trunk.

31. 28" DBH American elm showing fair vigor. There is a vehicle injury on the trunk with moderate decay. There is large branch dieback.

Recommendation: Prune for crown cleaning. Prune to remove the low horizontal limb to the southwest and another above it to achieve a more upright growth habit and reduce the failure potential.

32. 29" DBH American elm showing good to fair vigor. It has been topped severely for high voltage clearance.

Recommendation: Prune for crown cleaning and to begin crown restoration

33. 29" DBH American elm showing good to fair vigor. The main center stem has died, probably due to repeated topping. There is a vehicle injury at the base of the tree with moderate decay. Decay from an old pruning wound, southwest of the center stem, appears to be moderate.

Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce the failure potential.

34. 27" DBH American elm showing good vigor. There is an area of decay on the south side of the trunk at the base of the branch attachment. There are scattered dead branches.

Recommendation: Prune for crown cleaning and crown thinning. Install two cables to reduce the failure potential.

35. 31" DBH American elm showing good vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

36. 25" DBH American elm showing good vigor. There is moderate to severe decay in the trunk.

Recommendation: Prune for crown cleaning. Prune to remove 12" diameter limb to the southwest to reduce the failure potential.

37. 32" DBH American elm showing good vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

38. 30" DBH American elm showing good to fair vigor. Decay exists on the tension side of a low limb to the west. The failure potential is high. There are scattered dead branches.
Recommendation: Prune for crown cleaning. Install a single cable to reduce the failure potential of the decayed low limb to the west.

39. 26" DBH American elm showing good vigor. Minor decay exists at the base of an east limb.
Recommendation: Prune for crown cleaning

40. 30" DBH American elm showing good to fair vigor. Moderate decay exists in the main stem. There is small branch dieback.
Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce strain on decayed area of trunk

41. 30" DBH American elm showing good to fair vigor. There is moderate decay in the trunk. There is small branch dieback.
Recommendation: Prune for crown cleaning.

42. 31" DBH American elm showing good vigor. There is a vehicle injury at the base with minor to moderate decay. There is an area of moderate decay on the east side of the trunk.
Recommendation: Prune for crown cleaning and crown thinning to reduce strain on decayed trunk.

43. 30" DBH American elm showing good vigor. There is a vehicle injury at the base of the tree with moderate decay and good callus growth. There is a large target canker on the north side of the trunk. It is not significant in terms of structural weakness. There is significant weakness in a limb over the highway where another limb has been broken off by a vehicle. The injury entered all the way into the branch trace. There is an area of dead bark on tension side of the center limb growing to the west. The failure potential of this limb is low.
Recommendation: Prune for crown cleaning and crown thinning. Install two cables to reduce the failure potential of weak limb over highway.

44. 29" DBH American elm showing good vigor. This tree has been topped, resulting in sunburn on the main upright limb. There is some decay in the trunk on the south side.
Recommendation: Prune for crown cleaning and crown restoration

45. 30" DBH American elm showing good vigor. Significant decay exists in a low limb to the west with the failure potential high.
Recommendation: Prune for crown cleaning and crown thinning. Install a three piece box cable system to reduce the failure potential

46. 31' DBH American elm showing good vigor. Decay exists in the trunk but does not appear extensive at this time. This tree has been topped severely for high voltage clearance. The resultant sprouts are crowded and weakly attached.
Recommendation: Prune for crown cleaning and crown restoration.

47. 27" DBH American elm showing good vigor. There is significant decay in the trunk with the failure potential high.

Recommendation: Prune for crown cleaning and crown thinning. Install a single cable to reduce the failure potential.

48. 32" DBH American elm showing good vigor. There is a vehicle injury on the trunk. Significant decay exists in a limb to the west. This limb has been headed back so failure potential is low.

Recommendation: Prune for crown cleaning

49. 26" DBH American elm showing good to fair vigor. There is significant decay in the trunk. There are large dead branches.

Recommendation: Prune for crown cleaning and crown thinning

50. 29" American elm showing good vigor. One main limb has failed presumably due to excess weight.

Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce weight on heavy branches.

51. 26" DBH American elm showing good vigor. Decay exists on the tension side of the main limb to the west. There are scattered dead branches.

Recommendation: Prune for crown cleaning. Prune decayed main limb to the west for crown thinning to reduce the failure potential.

52. 33" DBH American elm showing good vigor. There are scattered dead branches. Decay is entering the tension side of the main limb to the west.

Recommendation: Prune for crown cleaning. Prune limb to the west for crown thinning to reduce the failure potential.

53. 30" DBH American elm showing good to fair vigor. A vehicle injury on the trunk shows good callus. There are scattered dead branches.

Recommendation: Prune for crown cleaning

54. 33" DBH American elm showing good to fair vigor. An old vehicle injury on the trunk shows significant decay. A more recent vehicle injury shows good callus. There is a column of decay exists in the main upright limb on the non-tension side. It is not significant in terms of failure potential.

Recommendation: Prune for crown cleaning.

55. 18" DBH American elm showing fair vigor. There is a vehicle injury on the trunk that shows good callus. There is small branch dieback.

Recommendation: Prune for crown cleaning

56. 25" DBH American elm showing fair vigor. There is a vehicle injury at the base on the north side. This injury shows good callus.

Recommendation: Prune for crown cleaning

57. 26" DBH American elm showing poor to fair vigor. The lack of vigor is probably a result of an infection of Dutch Elm Disease.

Recommendation: Prune for crown cleaning.

58. 24" DBH American elm showing good to fair vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

59. 26" DBH American elm showing fair vigor. There is small branch tip dieback.
Recommendation: Prune for crown cleaning.

60. 25" DBH American elm showing good to fair vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

61. 23" DBH American elm showing good vigor. This tree has been severely topped.
Recommendation: Prune for crown cleaning.

62. 25" DBH American elm showing fair to good vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

63. 25" DBH American elm showing fair to good vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

64. 26" DBH American elm showing fair to good vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

65. 26" DBH American elm showing fair vigor. There is small branch dieback.
Recommendation: Prune for crown cleaning.

66. 24" DBH American elm showing poor vigor. The lack of vigor is most likely due to an infection of Dutch Elm Disease.
Recommendation: Take down to the ground.

67. 28" DBH American elm showing poor vigor. The lack of vigor is most likely due to an infection of Dutch Elm Disease.
Recommendation: Take down to the ground.

68. 32" D65. 26" DBH American elm showing fair vigor. There is small branch dieback.
Recommendation: Prune for crown cleaning.
BH¹ American elm (*Ulmus americana*). This tree shows good vigor². There are accumulated dead branches up to 6" in diameter. A 10" diameter branch over the highway is severely decayed. Decay also exists in the trunk.
Recommendation: Prune for crown cleaning: the removal of dead branches ½" in diameter and larger. Prune for crown thinning to reduce weight, wind sail, and improve overall structure. Remove 10" diameter limb over the highway back to the trunk.

69. 25.5" DBH American elm showing good vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

70. 25" DBH American elm showing good to fair vigor. Decay exists in the trunk and in a main limb to the north.

¹ DBH, Diameter at Breast Height – 4.5' above ground level or below first main branch attachment.

² Vigor is a measure of a tree's overall growth rate and its inherent ability to withstand insect and disease infestations. It is not a measure of structural strength or stability. Vigor ranges from Excellent to Good, Fair, Poor to Dying and Dead.

Recommendation: Prune for crown cleaning.

71. 30.5" DBH American elm showing good to fair vigor. There are scattered dead branches. A large area of bark was removed in a vehicle accident. Approximately $\frac{1}{4}$ of the trunk circumference has been killed. There is some decay in the lower trunk however it is not extensive. Extensive decay exists in the main branch to the north.

Recommendation: Prune for crown cleaning.

72. 26.5" DBH American elm showing fair vigor. A large area of bark has been removed by a vehicle accident, approximately $\frac{1}{2}$ of the tree's circumference.

Recommendation: Prune for crown cleaning.

73. 22" DBH American elm showing fair vigor. Two large limbs have died. The death was probably not cause from Dutch Elm Disease. The trunk has approximately 20% of the bark killed by a vehicular accident.

Recommendation: Prune for crown cleaning.

74. 22.5" DBH American elm showing good to fair vigor. Significant decay exists in the lower trunk however failure is unlikely because the tree has been topped severely.

Recommendation: Prune for crown cleaning.

75. 28" DBH American elm showing fair to good vigor. There is one large dead branch over the walking path. Significant decay exists in the trunk.

Recommendation: Prune for crown cleaning. Prune for crown thinning to achieve a more upright growth habit to reduce the failure potential by removing horizontal limb to the northeast back to the parent limb.

76. 28.5" DBH American elm showing fair vigor. There are large dead branches up to 6" in diameter over the walking path. A small area of bark was removed due to a vehicular accident, less than 5% of the trunk circumference.

Recommendation: Prune for crown cleaning.

77. 27" DBH American elm showing good to fair vigor. A beehive exists in the trunk of this tree. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

78. 27" DBH American elm showing good vigor. Significant decay exists in the trunk however failure potential is low because the tree has been topped severely.

Recommendation: Prune for crown cleaning.

79. 26.5" DBH American elm showing fair vigor. Extensive decay exists in the trunk however the failure potential is low because the tree has been topped severely.

Recommendation: Prune for crown cleaning.

80. 26.5" DBH American elm showing good vigor. Decay exists in the main trunk at the first branch attachment in a limb over the walking path and another limb over the highway. Failure potential is low for both branches as the limbs have been headed back severely.

Recommendation: Prune for crown cleaning.

81. 25.5" DBH American elm showing good vigor. Decay exists at the root collar on the west side. It does not appear extensive at this time.

Recommendation: Prune for crown cleaning.

82. 21" DBH American elm showing good vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

83. 27" DBH American elm showing good vigor. There are scattered dead branches. Decay exists in the main stem at the first branch attachment. The decay appears to be extensive. Decay also exists in the tension side of a limb over the highway.

Recommendation: Prune for crown cleaning and crown thinning. Install two cables to reduce the failure potential of the decayed limb.

84. 19.5" DBH American elm showing good to fair vigor. There is evidence of Dutch Elm Disease in sprouts along the trunk, less than 1% of the foliage.

Recommendation: Prune for crown cleaning.

85. 20" DBH American elm showing good vigor. There is evidence of Dutch Elm Disease in sprouts along the trunk, less than 5% of the foliage.

Recommendation: Prune for crown cleaning.

86. 24" DBH American elm showing good vigor.

Recommendation: Prune for crown cleaning.

87. 21" DBH American elm showing good vigor. There is an area of decay on the root collar, east side. It does not appear to be extensive.

Recommendation: Prune for crown cleaning.

88. 19" DBH American elm showing good vigor.

Recommendation: Prune for crown cleaning.

89. 22" DBH American elm showing good to fair vigor. There are scattered dead branches over the walking path. An old vehicle injury on the lower trunk shows good callus growth.

Recommendation: Prune for crown cleaning.

90. 21" DBH American elm showing good vigor. A vehicle injury on the lower trunk is almost sealed with wound wood.

Recommendation: Prune for crown cleaning.

91. 21" DBH American elm showing fair to good vigor. Decay exists at the main branch attachment and appears extensive. The failure potential is moderate due to the fact that the branches are not heavy.

Recommendation: Prune for crown cleaning.

92. 22" DBH American elm showing good to fair vigor.

Recommendation: Prune for crown cleaning.

93. 23" DBH American elm showing good vigor. There are small dead branches.

Recommendation: Prune for crown cleaning.

94. 21" DBH American elm showing fair to good vigor. There are small dead branches.

Recommendation: Prune for crown cleaning.

95. 24" DBH American elm showing good to fair vigor. A bacterial gall is growing on the south side of the trunk. This gall should not affect health or structural strength of the tree. Decay exists at the base of both main branch attachments. It is most extensive in the north limb.

Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce strain on decayed areas by removing live branches up to 3" in diameter.

96. 24" DBH American elm showing good to fair vigor. Decay exists at the root collar on the north side. It does not appear extensive. Decay exists in the trunk below the main branch attachment. It does appear to be extensive.

Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce strain on decayed trunk by removing branches up to 6" in diameter.

97. 25.5" DBH American elm showing good to fair vigor. There are scattered dead branches. There is an area of decay in the lower trunk. It is moderate to severe. Decay exists at the base of the main limb to the east and is moderate to severe.

Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce strain on main stem by removing branches up to 4" in diameter. Install a cable to reduce the failure potential of the main limb to the east.

98. 25" DBH American elm showing good vigor. Decay exists in the lower trunk. The failure potential is high.

Recommendation: Take down to the ground.

99. 23" DBH American elm showing good vigor. There are small dead branches.

Recommendation: Prune for crown cleaning.

100. 22.5" DBH American elm showing good vigor. There is one large dead branch over the walking path.

Recommendation: Prune for crown cleaning.

101. 24" DBH American elm showing good to fair vigor. There is moderate decay in the trunk. A wound on the trunk shows good callus.

Recommendation: Prune for crown cleaning.

102. 25" DBH American elm showing fair vigor. There are large dead branches over the highway up to 8" in diameter. There are accumulated dead branches over the walking path up to 4" in diameter. Decay exists in the lower trunk on the east side and in the main stem on the west side. Neither area appears to be extensive at this time.

Recommendation: Prune for crown cleaning.

103. 21.5" DBH American elm showing good to fair vigor. Decay exists in the lower trunk and appears to be moderate with good callus development around the wound. There is decay at the base of a 10" diameter limb to the west over the highway.

Recommendation: Prune for crown cleaning. Prune to remove 10" diameter limb over the highway back to the trunk.

104. 23" DBH American elm showing good to fair vigor. There are scattered dead branches.

There is a vehicle injury on the trunk which occupies approximately 10% of the circumference.

Recommendation: Prune for crown cleaning.

105. 26" DBH American elm showing good vigor. There is a small vehicle injury on the trunk. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

106. 23.5" DBH American elm showing good vigor. There is moderate decay in the trunk.

Recommendation: Prune for crown cleaning. Prune for crown thinning to achieve a more upright growth habit to reduce strain on trunk.

107. 20.5" DBH American elm showing good vigor. There is a small vehicle injury on the trunk. It shows good callus. One 8" diameter limb failed recently, within the last two years, presumably due to weight and wind.

Recommendation: Prune for crown cleaning. Prune to remove broken branch stub back to tight cambium to promote re-sprouting.

108. 25" DBH American elm showing fair vigor. There is a small vehicle injury on the trunk.

Recommendation: Prune for crown cleaning.

109. 21.5" DBH American elm showing fair vigor. There is a large injury on the south side of the trunk. It appears to have happened decades ago. The trunk is probably hollow with a column of sound wood up to 10" in thickness. The failure probability is low.

Recommendation: Prune for crown cleaning.

110. 21.5" DBH American elm showing fair vigor. Decay exists in the trunk and is moderate to severe. The failure potential is low.

Recommendation: Prune for crown cleaning.

111. 22.5" DBH American elm showing fair vigor. There are large dead branches over the highway. A significant injury on the trunk is almost completely sealed. The failure potential is low.

Recommendation: Prune for crown cleaning.

112. 20" DBH American elm showing fair to good vigor. There is a significant injury on the trunk that is completely sealed. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

113. 23" DBH American elm showing good vigor. There is a small injury on the trunk that is completely sealed. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

114. 21.5" DBH American elm showing good to fair vigor. There is a significant injury on the trunk that has completely sealed. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

115. 23" DBH American elm showing good vigor. There are scattered dead branches. A low limb over the walking path is heavy with foliage and wood weight. There is a vehicle injury on the trunk that has almost completely sealed.

Recommendation: Prune for crown cleaning and crown thinning.

116. 20.5" DBH American elm showing good vigor. There are scattered dead branches.

Recommendation: Prune for crown cleaning.

117. 20" DBH American elm showing good vigor. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

118. 21" DBH American elm showing good to fair vigor. There is a significant injury to the trunk that has almost completely sealed. The failure potential is low.
Recommendation: Prune for crown cleaning.

119. 19.5" DBH American elm showing good to fair vigor. There is a large injury on the trunk that has almost completely sealed. The failure potential is low.
Recommendation: Prune for crown cleaning.

120. 22.5" DBH American elm showing good vigor. There is an old injury on the trunk that has almost completely sealed. The failure potential is low. There is a newer injury on the trunk that shows good callus and has not developed any decay.
Recommendation: Prune for crown cleaning.

121. 19" DBH American elm showing good vigor. The top has been removed.
Recommendation: Prune for crown cleaning and crown thinning to begin crown restoration.

122. 19.5" DBH American elm showing good vigor. Moderate decay exists in the trunk. There are scattered dead branches.
Recommendation: Prune for crown cleaning.

123. 29" DBH American elm showing good to fair vigor. There is significant decay below the main branch attachment. There are scattered dead branches and indications of Dutch Elm Disease in one small limb over the highway.
Recommendation: Prune for crown cleaning. Prune for crown thinning to reduce strain on the decayed trunk.

GLOSSARY OF TERMS

Crown cleaning – The removal of dead, dying, diseased, weakly attached and low vigor branches from the canopy or crown of a tree.

Crown restoration or restructuring – A pruning process whereby selected sprouts are removed leaving the more dominant, strongly attached sprouts to remaining and become permanent branches. This process generally takes several prunings over a period of up to 10 years.

Crown thinning – A pruning process whereby live foliage is removed from the tree. ANSI A-300 Standards call for crown thinning when limbs are heavy, dense or crowded.

DBH – A standard measurement of the Diameter of the trunk measured at Breast Height (an old forestry term), or 54" above the ground. Multiple trunked trees are usually measured below the first main crotch.

Vigor – Based on the recent growth rate of the tree, vigor is an indicator of the tree's inherent ability to withstand disease and insect attack.

BRITTON TREE SERVICES, INC. CONDITIONS

Britton Tree Services, Inc. is an established tree care company serving the Napa Valley and surrounding areas since 1976. All crew leaders are experienced climbers who are ISA Certified Arborists and/or Tree Workers. No hooks, or gaffs, are used in climbing trees to be saved. Work is performed to current American National Standards Institute pruning standards (ANSI A-300). Britton Tree Services guarantees customer satisfaction with our work. However, because trees are biological organisms that are subject to environmental forces beyond our control, we cannot predict with absolute certainty the safety or structural integrity of any tree, nor can we guarantee it.

All tree work described herein includes chipping of brush and debris, unless otherwise specified. Wood is left stacked in fireplace lengths on site, near the tree. Payment for extra labor required to move wood to another site on the property, which has not been previously agreed to and written on the work order, will be the responsibility of the client. Any and all dump fees for removing wood or debris from the site shall be charged to the client. Local fees for encroachment and other permits required for the work are charged to the client. Prices quoted for tree work are valid for 6 months from the date of the report or work order.

Extra labor or material costs resulting from unforeseeable circumstances, such as metal or concrete embedded in a tree or underground pipes or irrigation lines that have not been disclosed by the client, shall be charged to the client.

Estimates for root collar examinations include a complete excavation and examination of the tissue for disease or decay. If extensive surgery is required, costs may exceed the estimate given. Expected additional costs will be discussed with the client prior to proceeding with the additional work.

Britton Tree Services, Inc. is fully insured for \$2,000,000 General Liability, Auto and Property Damage, and Worker's Compensation for all employees. Britton Tree Services, Inc. General Liability carrier is Hartford Insurance Company, they can be reached at 800-447-7649. A certificate of insurance will be supplied upon request. Britton Tree Services, Inc. is a licensed contractor, with a C61/D49 Specialty License for Tree Services, #693647.

Any questions concerning a Contractor may be referred to the Registrar of the Board, whose address is:

Contractors' State License Board
P.O. Box 26000
Sacramento, CA 95826

Local references available upon request.

Arborist Disclosure Statement

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information you provide.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

Name of client: City of St. Helena

Address: _____

Telephone number: _____

City of St. Helena accepts the proposal and have received and read a copy of this Disclosure Statement:

Client Signature: _____

Date: _____

APPENDIX C:

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Stemming from over 100 years of preservation ethics in both the United States and Europe, The Secretary of the Interior's Standards for the Treatment of Historic Properties are easily understood principles developed to aid in the protection of our nation's irreplaceable cultural resources. These standards may be applied to buildings, sites, structures, and objects.

These Standards provide concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations, but cannot be used solely to make essential decisions about which features of a historic property should be saved and those that might be changed. Once an appropriate treatment is selected, however, the Standards can provide a philosophical consistency to the work.

The Standards consist of four distinct but interrelated approaches to the treatment of historic properties – Preservation, Restoration, Rehabilitation, and Reconstruction. Choosing the appropriate treatment for a historic building or landscape is critical. This choice will always depend on multiple factors, including historical significance, physical condition, proposed use, and intended interpretation. However, since Sheldon Jackson College is a significant resource in American history and has been designated as a National Historic Landmark, the approaches of Preservation or Restoration will most likely be called for. Buildings that contribute to the significance of a collection of historic resources, but are not individually listed in the National Register or as a National Historic Landmark, more frequently will undergo Rehabilitation for a compatible new use. The Reconstruction approach is not a recommended treatment unless there are no other viable options available, and even in this case, great care should be taken when reconstructing a resource.

Regardless of the treatment, code requirements will need to be taken into consideration, but if hastily or poorly designed, code-required work may jeopardize a building's materials as well as its historic character. Therefore, if a building needs to undergo a seismic retrofit for example, modifications to the historic appearance should be minimal. Abatement of lead paint and asbestos within historic buildings requires particular care in order to keep important historic finishes from being adversely affected. Additionally, alterations and new construction needed to meet accessibility requirements under the Americans with Disabilities Act of 1990 should be designed to minimize material loss and visual change to a historic building.

The approaches of Preservation and Rehabilitation, as defined by the Secretary of the Interior, are described below:

Preservation

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, plumbing systems, and other code-required work to make properties functional is appropriate within a preservation project.

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

When to use Preservation as an approach:

When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment.

Rehabilitation

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the

old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

When to use Rehabilitation as an approach:

When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment.

APPENDIX D:
ELM TREE SELECTION



ST. HELENA ELM TUNNEL TREE SELECTION

Two elm tree cultivars have been selected for replacement planting within the elm tunnel. Both trees are elm hybrids that have shown tolerance for resistance to Dutch elm disease when tested in Northern California in high stress disease conditions. All elm trees are susceptible to disease. Several cultivars have shown higher tolerance and are considered more likely to be successful. The selection team included Jim Haller, City of St. Helena Arborist, Jeanne Gorham, Caltrans District Landscape Architect and Don Rivers, Caltrans Regional Maintenance Manager. Dr. Larry Costello, UC Davis was consulted as a technical expert in elm tree research. Dr. Costello has been studying and conducting research on Dutch elm resistance in California for over 20 years. Dr. Costello shared his research findings through correspondence and a phone conference. A field meeting with Dr. Costello at a test plot in Atherton, CA was held to visually confirm desired habit and branching structure.



Ulmus 'Frontier'
(U Carpinifolia x U parvifolia)

19 year old tree in Atherton, CA
disease resistance test plot.



Ulmus 'Accolade'
(U japonica x U wilsoniana)

5 year old tree in Atherton, CA
disease resistance test plot.





Report to the City Council
Council Meeting of December 12, 2017

Agenda Section: Discussion

Subject: Review and Approval of City Council's Housing Solutions Goal and 12-Month Objectives

**CEQA Exempt
Determination:**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By:

Approved By:

BACKGROUND

On November 14, 2017, the City Council reviewed five broad three-year organizational goals and associated 12-month strategic objectives to accomplish the goals developed at a facilitated public workshop on October 4.

DISCUSSION

At the meeting of November 14, 2017, the City Council directed the City Manager to work with Vice Mayor White, Council Member Koberstein, and Mary Stephenson (Our Town St. Helena) to review and update specific objectives associated with the City Council's "Identify Solutions to Improve Access to Housing" Goal. The working group met on November 17 and again November 27 to develop a revised list of strategic objectives recommended for City Council adoption (attached).

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Review and approve 12-Month objectives associated with the City Council's Housing Solutions goal.

ATTACHMENTS

[DRAFT Housing V02 11-27](#)

3-YEAR GOAL: Stabilize, Maintain and Improve Access to Housing

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By January 15, 2018	City Manager (Lead) + Vice Mayor White + Council Member Koberstein	Present City Council with recommended professional staffing strategy and citizen-based decision making strategy to achieve the objectives of the adopted goal.				
2. January 15 – February 28, 2018	Professional Staff (Lead) City Manager + Vice Mayor White + Council Member Koberstein	Prepare white paper on community housing needs, constraints and solutions drawing from multiple existing sources including, without limitation: adopted Housing Element, published demographic and economic data, community case studies, RHNA numbers, Calderon requirements, City ADU and second home data, housing needs analysis documents, stakeholder interviews, review of existing City regulatory powers, treatises, innovative programs, revenue sources and best practices. Prioritize work force housing component findings and rent stabilization issues– see items 4 and 8 below.				Address housing in terms of life cycle and economic needs, as well as regulatory mandates
3. By February 28, 2018	City Manager (Lead) + Vice Mayor White + Council Member Koberstein	Identify and present for City Council consideration: tax, impact fee, other revenue and finance measures; and interim zoning regulations consistent with CA Code 65858 that require prioritization due to budgetary or other time constraints and/or unmitigated threats to housing and transportation				Includes revisit of Ad Hoc Revenue Committee recommendations and survey information
4. February 28, 2018	City Manager + Consultant + City Attorney + Vice Mayor White + Council Member Koberstein	Present findings regarding existing work force housing need and quantify work force housing/transportation generation characteristics; and regulatory mitigation measures. Present proposed interim ordinance for Council consideration and potential adoption (requires 4 votes)				

5. By March 15, 2018	City Manager + Facilitator Jean Holsten + Consultant	Convene community meeting to discuss white paper findings regarding housing needs, constraints and to brainstorm solutions related to City regulatory/intervention strategies and other strategies related to maintenance of existing and development of new housing stock.				
6. By March 31, 2018	City Council	Convene a citizen-stakeholder based Housing Task Force Committee to review and prioritize recommendations received by Housing consultant.				
7. By April 15 – September 15, 2018	Task Force + Housing Consultant + City Manager	Build on white paper and item #5 to identify actionable and achievable short and long-term housing solutions; evaluate use/sale of public land assets, if any, based on SHAPE Committee recommendations.				Use focus groups, surveys and other participatory means as deemed appropriate.
8. By April 30, 2018	City Manager + City Attorney+ Vice Mayor White + Council Member Koberstein	Evaluate and recommend for City Council consideration rent stabilization ordinance options to maintain mobile home park as affordable housing option.				
9. By May 1, 2018	Citizens Housing Task Force + Housing Consultant	Provide City Council with recommendations on time sensitive regulatory and finance solutions to address housing objectives.				Finance solution recommendations may feed into budget considerations
10. By May 1 - September 1, 2018	City Manager + Vice Mayor White + Council Member Koberstein	Introduce work plan and items for Council action on item #9				
11. By September 30, 2018	Citizens Housing Task Force + Housing Consultant	Provide City Council with recommendations on long-term housing solutions to address housing objectives.				

12. By November 30, 2018	City Manager + Vice Mayor White + Council Member Koberstein	Introduce work plan and items for Council action on item #10				
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