



AMENDED 12-7-18
City of St. Helena
Regular City Council Meeting
Tuesday, December 11, 2018 @ 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 four 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 4 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. PRESENTATIONS AND PUBLIC RECOGNITIONS
 - 6.1. St. Helena Chamber of Commerce update by President and CEO Amy Carabba
7. STAFF BRIEFING
 - 7.1. Elm Tunnel Update
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 a resolution duly approving and adopting publicly available pay schedules in accordance with the

9 - 13

requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classifications

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Staff recommends City Council duly approve and adopt publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classification, and make no other changes to the salary schedules for other classifications.

[Staff Report - Pdf](#)

- 8.2. Consideration and Proposed Approval of a Resolution Rescinding Resolution 2018-75 Rules of Procedure for the Conduct of Council Meetings and Re-establishing City Council Standards of Conduct, and Re-establishing Rules of Procedure for the Conduct of Council Meetings and Re-establishing City Council Standards of Conduct 15 - 55

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff recommends adopting the resolution.

[Staff Report - Pdf](#)

- 8.3. Consideration and Proposed resolution (1) amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include R19-05, Emergency Oak Avenue Storm Drain Repair Project; (2) authorizing a budget of \$450,000 for R19-06; (3) awarding a construction contract to Ghilotti Construction for R19-06 for an amount of \$350,000; (4) authorizing the City Manager to execute the contract; (5) authorizing the Director of Public Works to approve change orders up to \$100,000; and (5) authorizing a transfer for the total amount of expenditures for R18-06, up to \$450,000, from (a) Gas Tax Funds 225, 226, 227, 228, 229, (b) Road Maintenance and Rehabilitation Fund 230 (SB1), and (c) Storm Drain Impact Fee Fund 742 to Roads CIP Fund 741 upon completion of R19-06 57 - 90

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: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Adopt a resolution (1) amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include R19-06, Emergency Oak Avenue Storm Drain Repair Project; (2) authorizing a budget of \$450,000 for R19-06; (3) awarding a construction contract to Ghilotti Construction for R19-06 for an amount of \$350,000; (4) authorizing the City Manager to execute the contract; (5) authorizing a transfer for the total amount of expenditures for R18-06, up to \$450,000, from (a) Gas

Tax Funds 225, 226, 227, 228, 229, (b) Road Maintenance and Rehabilitation Fund 230 (SB1), and (c) Storm Drain Impact Fee Fund 742 to Roads CIP Fund 741 upon completion of R19-06.

[Staff Report - Pdf Contract](#)

- 8.4. Bimonthly Update on City Council Goals and Strategic Objectives 91 - 105

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Receive and file.

[Staff Report - Pdf](#)

- 8.5. *NEW ITEM 12-7-18 107 - 131

Consideration and proposed adoption of a resolution authorizing (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$37,802.86 to design and prepare bid documents for Capital Improvement Project R19-03, Sulphur Creek Erosion Repair and (2) a budget transfer from Fund 700 (Flood Control Capital) to Fund 741 (Streets CIP) for total costs associated with this PSA for a not-to-exceed amount of \$37,802.86.

CEQA Determination: This project qualifies for a Class 6 Categorical Exemption 'Information Collection' under Section 15306 of CEQA. Any future project will require additional analysis and a formal determination regarding the environmental impacts of that project.

Prepared By: Edrees Argand, Junior Assistant Engineer

Recommendation:

Staff recommends City Council adopt a resolution authorizing (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$37,802.86 to design and prepare bid documents for Capital Improvement Project R19-03, Sulphur Creek Erosion Repair and (2) a budget transfer from Fund 700 (Flood Control Capital) to Fund 741 (Streets CIP) for total costs associated with this PSA for a not-to-exceed amount of \$37,802.86.

[Staff Report - Pdf](#)

- 8.6. *NEW ITEM 12-7-18 133 - 136

Consideration and proposed approval of a resolution approving out-of-state travel for Firefighter Nick Solakian and Firefighter Jose Rodriguez to attend the design meeting for the St. Helena Fire Department's Type 6 engine in New London, Wisconsin, December 12-15, 2018.

CEQA Determination: Not a CEQA project

Prepared By: John Sorensen, Fire Chief

Recommendation:

Staff recommends City Council adopt the resolution approving out-of-state travel for Firefighters Nick Solakian and Jose Rodriguez to attend the Type 6 Engine Design Meeting with EJ Metals in New London, Wisconsin, December 12-15, 2018.

[Out-of-state travel for Nick Solakian & Jose Rodriguez - Pdf](#)

- 8.7. *NEW ITEM 12-7-18 137 - 146
 Consideration and proposed approval of a resolution approving temporary closure of Adams Street and authorizing possession of open alcoholic beverages on those public streets for the 2019 Inaugural Neighborhood Community Table Event scheduled for May 11, 2019 from approximately 5:00 p.m. to 9:00 p.m.
- CEQA Determination: Categorically Exempt, Section 15323
 Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
 Recommendation:
 Approve Resolution authorizing temporary closure of Adams Street, east of Library Lane from May 10, 2019 at 6:00 p.m. to May 12, 2019 at 6:00 p.m.
[Staff Report - Pdf](#)
- 8.8. Consideration and proposed approval of a Resolution accepting the certification of the vote for the November 6, 2018 St. Helena General Municipal Election (Staff report provided 12-7-18) 147 - 164
- CEQA Determination: Not a CEQA project
 Prepared By: Cindy Tzaferopoulos, City Clerk
 Recommendation:
 Adopt the resolution accepting the certification of the vote for Mayor, Council Members and Measure E.
[Staff Report - Pdf](#)
9. PUBLIC HEARINGS
- 9.1. None
10. NEW BUSINESS
- 10.1. Recognition of Outgoing Mayor Alan Galbraith and Vice Mayor Peter White
 (A recess in recognition of outgoing Mayor Alan Galbraith and Vice Mayor Peter White will be held.)
- 10.2. Oath of Office administered by City Clerk Cindy Tzaferopoulos to Mayor-Elect Geoff Ellsworth and Council Member-Elect Anna Chouteau and Council Member Paul Dohring
- 10.3. New Mayor and Council Members are seated
- 10.4. Consideration of the Vice Mayor Nomination Made by the Mayor and Requiring Council Approval 165
- CEQA Determination: Not a CEQA project
 Prepared By: Cindy Tzaferopoulos, City Clerk
 Recommendation:
 Mayor nominates Vice Mayor for Council approval.
[Staff Report - Pdf](#)
- 10.5. Procedure For Filling Council Vacancy Created By Council Member 167 - 171

Ellsworth's Election As Mayor

CEQA Determination: Not a CEQA project
Prepared By: Thomas B. Brown, City Attorney
Recommendation:
Receive the report and provide direction.

[Staff Report - Pdf](#)

- 10.6. First Reading and Introduction of an Ordinance Authorizing the City Council To Suspend Enforcement of the City's Curfew Ordinance (SHMC Chapter 9.12) By Resolution, and Review of Draft Suspension Resolution For Adoption Upon Effective Date of Ordinance 173 - 185

CEQA Determination: Not a CEQA project
Prepared By: Thomas B. Brown, City Attorney
Recommendation:

1. Introduce and conduct the first reading of the ordinance authorizing the City Council to suspend, by resolution, enforcement of the City's Curfew Ordinance, SHMC Chapter 9.12, by title only and waive further reading.

2. Consider, discuss and provide direction for draft resolution suspending the City's enforcement of the Curfew Ordinance.

[Staff Report - Pdf](#)

[12-11-18 REVISED St. Helena Ordinance Granting Council Authority To Suspend Ordinances and Municipal Code Provisions 4819-1708-2747 v.1](#)

- 10.7. Consideration and Discussion for Camp Wildfire Victim Assistance 187 - 193
[Colorado man donates RV to Camp Fire family of six Chico Enterprise-Record](#)
[Public Comment.Pat Friday](#)

- 10.8. Provide Direction on Draft Request for Proposals (RFP) Scope of Work for Feasibility Planning/Visioning of City Hall, Library and Recreation Facilities 195 - 200

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Discuss and provide direction to the City Manager.

[Staff Report - Pdf](#)

- 10.9. *NEW ITEM 12-7-18 201 - 231
Consideration and proposed adoption of a resolution: (1) approving a Professional Services Agreement with BKF for St. Helena Downtown Street Improvements in an amount not to exceed \$529,000 and authorizing the City Manager to execute the agreement; (2) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R18-81; and (3) authorizing a budget increase of \$234,000 to design in CIP Project R18-81 in FY 2019/20 with funding allocated from FY 2019/20 SB1 and Gas Tax funds.

CEQA Determination: CEQA will be completed as part of project design
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt a resolution: (1) approving a Professional Services Agreement with BKF for St. Helena Downtown Street Improvements in an amount not to exceed \$529,000 and authorizing the City Manager to execute the agreement; (2) authorizing the City Manager to execute all grant related documents pertaining to CIP R18-81; and (3) authorizing a budget increase of \$234,000 to design in CIP Project R18-81 in FY 2019/20 with funding allocated from FY 2019/20 SB1 and Gas Tax funds.

[Staff Report - Pdf](#)

- 10.10. Authorization Of The City Council To Review Otherwise Confidential Customer Water Usage Data For Purpose of Verifying Compliance With Water Use Agreements or Conditions of Project Approval By: 233 - 254

- (1) Introduce and Conduct the First Reading of the Ordinance Adding Sections 13.04.215 and 13.12.120 To The St. Helena Municipal Code ("SHMC");
- (2) Direction To The Planning Commission To Review The Proposed Amendment Of SHMC Section 17.08.060; and
- (3) Adoption of Draft Resolution Designating City Council Subcommittee To Review Water Customers' Usage Data, Effective Upon Effective Date of Ordinance

CEQA Determination: Not a CEQA project

Prepared By: Thomas B. Brown, City Attorney

Recommendation:

1. Introduce and conduct the first reading of the ordinance (**Attachment 2**) authorizing the City Council to access otherwise confidential water customer water usage data for the purpose of verifying customer compliance with water use agreements and water neutrality requirements by title only and waive further reading.
2. Consider, discuss and approve or provide other direction for the draft resolution (**Attachment 3**), which would be effective upon the effective date of the ordinance (**Attachment 2**), implementing the new ordinance by creating Council working group to access otherwise confidential water customer water usage data for the purpose of verifying customer compliance with water use agreements and conditions imposed or representations made during the land use approval process.
3. Direct Planning Commission to consider and make a recommendation concerning the draft ordinance amending the Zoning Ordinance, SHMC section 17.08.060.

[Staff Report - Pdf](#)

- 10.11. Consideration of Refunding the City of St. Helena's 2005B Wastewater and 2006A Water Bonds 255 - 257

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:
Discuss and provide direction to the City Manager.
[Staff Report - Pdf](#)

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

11.1.	January City Council Meetings: 1/8 (staff reports due 12/21) 1/22 (staff reports due 1/4) 1/22 Special Joint CC/PC Fair Housing
	<i>PH or NEW BUSINESS:</i>
	1/8 Council appointments – Admin
	1/8 City Council meeting calendar – Admin
	1/8 Public Works Reorganization
	1/8 Fire Department Informational Update
	1/8 Draft Truck Ordinance Safety Exception Waiver Process
	1/8 Dash Data Contract Amendment – Admin
	1/22 CAFR - Fin
	1/22 Mid-Year Qtrly Finance Report
	1/22 Qtrly Grant Report
	1/8 Social Host Ordinance

12. ADJOURNMENT

The next Regular City Council meeting is scheduled for January 8, 2019, 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 November 30, 2018.



Cindy Tzaferopoulos, 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 11, 2018

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution duly approving and adopting publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classifications

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Reviewed By: Kathy Robinson, Human Resources & IT Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

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

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

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the

appropriate retirement compensation. To ensure that the City remains compliant with its obligation under Section 570.5 staff will, at a minimum, biannually present pay schedules to City Council to be duly authorized and approved. The biannual presentations to the City Council coincide with the start of a new fiscal year and at the beginning of each calendar year, as these times have historically coincided with the ratification of negotiated memorandum of understandings with the City's labor unions.

DISCUSSION

On January 1, 2019, the California minimum wage increases from \$11.00 per hour to \$12.00 per hour. The increase to the State minimum wage impacts the compensation schedule for all part-time Casual Worker positions. The increases to the base hourly rate have been updated and are also reflected in Attachment 2. City of St. Helena Publicly Available Salary Schedule Duly Approved and Adopted December 11, 2018 and effective January 1, 2018.

The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that position title, pay rate, and time base for each employee position the City has in the CalPERS system to be included in a publicly available compensation schedule. Per the CCR, the City Council, part-time seasonal employees, and prior positions (retired and/or vacant) are included in the salary schedules and will continue to be included in all future updates.

FISCAL IMPACT

There are no financial impacts to the budget as the minimum wage increases for January 2019 were considered and budgeted for FY 2018/19.

RECOMMENDED ACTION

Staff recommends City Council duly approve and adopt publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classification, and make no other changes to the salary schedules for other classifications.

ATTACHMENTS

[1. Bi-Annual Duly Adopt and Approve Comp Schedule Reso
2019-01-01 Publicly Available Salary Schedules FY 2018-19 FF\(FT-PT\)-
CasualWorkers-ElectedOfficials](#)

**CITY OF ST. HELENA
RESOLUTION No. 2018-**

Duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedule for all part-time Casual Worker classification

RECITALS

- A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- C. The pay schedule must identify the position title for every employee position, the pay rate for each position title, and the applicable time base for the pay rate; and
- D. The City Council of the City of St. Helena desires to approve and adopt a publicly available pay schedule, showing all established employee positions and pay rates, in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5.

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

- 1. That the City of St. Helena Publicly Available Salary Schedule which includes revised salary schedule for all part-time Casual Worker classification contained in Exhibit A is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and
- 2. That the revised City of St. Helena make no changes to the salary schedules for other classifications; and
- 3. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website, and will be made available for public inspection for not less than five years.

Approved at a regular meeting of the St. Helena City Council on December 11, 2018 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Ellsworth: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopolous, City Clerk

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
Fire Department (full-time and part-time), Casual Workers (part-time), and Elected Officials
 Approved and Adopted December 11, 2018
 Includes a minimum wage increase to Casual Worker Classification effective July 1, 2018
 FY 2018-2019

Position	Timebase*	A	B	Steps C	D	E
<u>Full-time Fire Department Positions</u>						
Firefighter	Annual	55,432.00	58,204.00	61,114.00	64,169.00	67,378.00
	Monthly	4,619.33	4,850.33	5,092.83	5,347.42	5,614.83
	Bi-weekly	2,132.00	2,238.62	2,350.54	2,468.04	2,591.46
	Hourly	26.65	27.98	29.38	30.85	32.39
Engineer	Annual	58,204.00	61,114.00	64,169.00	67,378.00	70,747.00
	Monthly	4,850.33	5,092.83	5,347.42	5,614.83	5,895.58
	Bi-weekly	2,238.62	2,350.54	2,468.04	2,591.46	2,721.04
	Hourly	27.98	29.38	30.85	32.39	34.01
Captain	Annual	61,114.00	64,169.00	67,378.00	70,747.00	74,284.00
	Monthly	5,092.83	5,347.42	5,614.83	5,895.58	6,190.33
	Bi-weekly	2,350.54	2,468.04	2,591.46	2,721.04	2,857.08
	Hourly	29.38	30.85	32.39	34.01	35.71
Assistant Chief	Annual	64,169.00	67,378.00	70,747.00	74,284.00	77,998.00
	Monthly	5,347.42	5,614.83	5,895.58	6,190.33	6,499.83
	Bi-weekly	2,468.04	2,591.46	2,721.04	2,857.08	2,999.92
	Hourly	30.85	32.39	34.01	35.71	37.50

Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Fire Department Positions</u>						
Firefighter	Hourly	26.65	27.98	29.38	30.85	32.39
Engineer	Hourly	27.98	29.38	30.85	32.39	34.01
Captain	Hourly	29.38	30.85	32.39	34.01	35.71
Assistant Chief	Hourly	30.85	32.39	34.01	35.71	37.50
Fire Marshal ⁽¹⁾	Hourly					47.93

Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Positions</u>						
Casual Worker I	Hourly	12.00	13.70	15.66	17.89	20.43
Casual Worker II	Hourly	15.34	16.10	16.90	17.75	18.63
Casual Worker III	Hourly	19.58	20.55	21.57	22.65	23.76
Casual Worker IV	Hourly	24.98	26.22	27.52	28.90	30.32
Casual Worker V	Hourly	31.87	33.45	35.11	36.87	38.72

Position	Timebase*					
<u>Elected Positions</u>						
Mayor ⁽¹⁾	Annual					3,600.00
Vice Mayor ⁽¹⁾						
Council Member ⁽¹⁾						
Planning Chairperson ⁽¹⁾	Annual					1,200.00
Planning Vice Chairperson ⁽¹⁾						
Planning Commissioner ⁽¹⁾						

⁽¹⁾ Positions do not have a pay range

*Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent.



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: Consideration and Proposed Approval of a Resolution Rescinding Resolution 2018-75 Rules of Procedure for the Conduct of Council Meetings and Re-establishing City Council Standards of Conduct, and Re-establishing Rules of Procedure for the Conduct of Council Meetings and Re-establishing City Council Standards of Conduct

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafoopoulos, City Clerk

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On June 12, 2018, the City Council adopted updates to its Rules of Procedure for the Conduct of City Meetings and Standards of Conduct. The purpose of these protocols is to provide an effective environment for the City Council to provide leadership. It is expected the document will be reviewed on a regular basis and amended from time to time. At the meeting of October 23, 2018, direction was provided to consider language additions related to private conversations. The Council designated Council Member Dohring and Mayor Galbraith to serve as Council liaisons to work on conceptual language. At the meeting of November 13, 2018, the City Council discussed the proposed amendment and directed staff to include the following language:

3.3 Code of Ethics and Conduct

(e) Elected and Appointed Officials' Conduct With Each Other and the Public in Private Encounters

1. Continue Respectful Behavior in Private

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions, and set forth above in subsections (a) through (d), should be maintained in private conversations, including telephone calls, texts, e-mails or other forms of communication. Council Members and appointed officials shall refrain from abusive conduct, intimidation, bullying tactics, personal charges, or verbal attacks upon the character or motives of other members or the public.

2. Be Aware of the Insecurity (Non-Confidentiality) of Written Notes, Texts, Voicemail and E-mail

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speakerphone in a full office? What would happen if this E-mail or text message were forwarded to others? Written notes, voicemail messages, texts and E-mail should be treated as potentially "public" communication.

3. Understand that Even Private Conversations can have Public Presence

Elected and appointed officials are always on display — their actions, demeanor, fitness, mannerisms, language and timing and form of communication are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, late-night e-mails will be questioned and casual comments between individuals before and after public meetings noticed.

DISCUSSION

The attached resolution memorializes the City Council's direction from the November 13, 2018 meeting.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Staff recommends adopting the resolution.

ATTACHMENTS

[2018 Rules of Procedure and Conduct Resolution-12.11.18](#)

[2018 Rules of Procedure and Conduct-Final for 12.11.18 Exhibit A](#)

[Rosenberg's Rules of Order Simple Parliamentary Procedures for the 21st Century](#)

CITY OF ST. HELENA

RESOLUTION NO. 2018-

**RESCINDING RESOLUTION NO. 2018-75
ADOPTING RULES OF PROCEDURE FOR
THE CONDUCT OF COUNCIL MEETINGS
AND CITY COUNCIL STANDARDS OF
CONDUCT, AND RE-ESTABLISHING
RULES OF PROCEDURE FOR THE
CONDUCT OF COUNCIL MEETINGS AND
RE-ESTABLISHING CITY COUNCIL
STANDARDS OF CONDUCT**

RECITALS

- A. WHEREAS, City Council Rules of Procedure for the Conduct of Council Meetings are established to provide an effective environment for the City Council to provide leadership; and
- B. WHEREAS, City Council Standards of Conduct are established to provide guidance to Council Members to assist in fully understanding the role and scope of the responsibilities of office; and
- C. WHEREAS, City Council reviews City Council Rules of Procedure for the Conduct of Council Meetings and reviews City Council Standards of Conduct and revise as deemed necessary.

RESOLUTION

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

- 1. Resolution No. 2018-75 Adopting Rules of Procedure for the Conduct of Council Meetings is hereby rescinded; and
- 2. City Council Rules of Procedure and Standards of Conduct are adopted and hereby made part of this resolution. Attached hereby as Exhibit A.

Approved at a Regular Meeting of the St. Helena City Council on December 11, 2018, by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith , Mayor

Cindy Tzafoopoulos, City Clerk

Exhibit A - City Council Rules of Procedure and Standards of Conduct

Exhibit A



CITY COUNCIL

RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

&

STANDARDS OF CONDUCT

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APPENDIX

Exhibit–*Rosenberg’s Rules of Order*: Simple Parliamentary Procedures for the 21st
Century

1. PURPOSE

The purpose for establishing City Council Protocols is to provide an effective environment for the City Council to provide leadership. The protocols may be amended by resolution adopted by a majority vote of the Council Members and should be reviewed on a regular basis to ensure that the document remains helpful to the Council by providing a framework for effective leadership.

The protocols set forth herein are not intended to limit the inherent power and general legal authority of the City Council. Any of the protocols herein may be waived by a majority vote of the Council Members when it is deemed that there is good cause to do so based upon the particular facts and circumstances.

1.1 Council-Manager Form of Government

The City of St. Helena operates according to the Council-Manager form of government which vests authority in an elected City Council which, in turn, hires an appointed executive, the City Manager. The City Council is composed of five members elected from the City on a nonpartisan basis to serve overlapping four-year terms. The Mayor is elected at-large to serve a two-year term as presiding officer at City Council meetings and as the official head of the City for legislative and ceremonial purposes. The City Manager is appointed by the City Council and serves at the pleasure of that body.

The City Council is the City's legislative and policy-making body. Acting as a whole, the City Council is responsible for setting the direction of City policy and for adopting ordinances, resolutions and other orders as necessary for governing the City. The City Manager is responsible for the overall administration of the City, which includes implementation of the general policies set by the City Council in addition to the day-to-day operation of all City functions. The City Manager, with the help of the Staff, provides the City Council with the information needed to fulfill its policy-making role.

The Council-Manager form of government separates legislative and executive responsibilities in a manner similar to state and federal governments. This system provides "checks and balances" of both policy and administrative branches of government by limiting the power of each.

1.2 City Council Vision and Mission Statement

Vision Statement

The City of St. Helena will strive to be economically sustainable, and continue to be a family-friendly, diverse and safe community which prudently manages its financial and human resources, continues to upkeep and improve its infrastructure, ensures its water security, provides a full

range of housing, business, cultural and recreational opportunities and embraces and retains its historic, small-town character, beautiful natural environment and high quality of life.

Mission Statement

The City of St. Helena is dedicated to serving the needs and desires of our citizens by:

- Maintaining and improving our short and long-term economic sustainability
- Offering excellent professional services to all customers
- Establishing, improving and maintaining City infrastructure
- Maintaining and encouraging an environmentally sustainable community
- Preserving and embracing the historic, small-town, rural character of St Helena
- Expanding and improving recreational services and facilities and cultural opportunities
- Encouraging a wide range of innovative, well-designed housing available for residents of all ages and income levels
- Facilitating full civic participation and ongoing communication
- Strengthening partnerships with the private, non-profit and public sectors

(See Resolution Number 2016-47, dated April 12, 2016.)

2. RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

2.1 Regular Meeting

The Council shall hold a Regular Meeting on the second and fourth Tuesday of each month, except that the Council may by motion at a Regular Meeting and with adequate public notice, either cancel that meeting or reschedule it to some other date.

Regular Meetings shall be held at the Vintage Hall Board Room, 465 Main Street, St. Helena, and shall begin at 6:00 p.m. If it is necessary to hold a closed session prior to the start of a Regular Meeting, the closed session may begin earlier than the normal starting time to allow the Regular Meeting to begin at 6:00 p.m. The closed session shall begin in an open meeting and the Council shall adjourn to closed session.

2.2 Special, Emergency, and Adjourned Meetings

(a) **Special Meetings.** The Mayor or the Vice Mayor in the Mayor's absence or a majority of the members of the Council may at any time call

a Special Meeting. At least twenty-four hours before a Special Meeting, written notice of the meeting stating its time and place and the subjects to be considered shall be (a) delivered to the Mayor and each Councilmember personally or by any other means; (b) posted on the Council's principal bulletin board and place of meeting; and (c) emailed to the agenda subscribers. Only those items of business specified in the notice may be considered at a Special Meeting called in this manner.

(b) **Emergency Meeting.** The Council may hold an Emergency Meeting in emergency situations as set forth in the City's Municipal Code and State Law.

(c) **Adjourned Meeting.** A properly called Regular, Special, or Emergency Meeting may be adjourned to a time and place specified. A copy of the notice of adjournment shall be posted as specified on the door of the place where the meeting was held within twenty-four hours after the time of the adjournment. Further notice need not be given of an adjourned session of a properly called Regular, Special, or Emergency Meeting.

2.3 Regular Meeting Agenda

(a) **Setting and Posting of Agenda.** The agenda of business to come before the Council at a Regular Meeting shall normally be closed at the end of eighteen business days preceding the meeting. Under State Law the agenda for a Regular Meeting must be posted at least seventy-two (72) hours prior to the scheduled convening of the Regular Meeting, and no items may be added to the agenda fewer than seventy-two (72) hours prior to the meeting except as may be allowed by State Law. The City Council endeavors to publish the meeting agenda at least ten days prior to the meeting.

(b) **Placing Items on the Council Agenda.** Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Any Council Member may request that an item be considered on a future agenda during that portion of the City Council meeting and, upon agreement by a second Council Member concurring that Staff time and City resources should be expended on the item, the item shall be placed on the soonest practical regularly scheduled Council meeting as determined by the City Manager. A member of the public may request that an item be placed on a future agenda during Public Forum or through other communication with a Council Member. Staff reports may not be prepared on Council Member requested items until Council discussion has occurred and direction provided by the Council unless Staff otherwise determines. If Council action is contemplated, proposed action shall be included in the Staff report. The City Manager may also add any item of business to a future agenda in his or her sole discretion.

(c) **Agenda Packet Distribution.** Each Councilmember shall be furnished a copy of the agenda and the package of agenda material by

5:00 p.m., on the Friday eleven days preceding a Regular Meeting, and the agenda and agenda materials shall be available for public inspection and distribution or copying at that time. Each Councilmember may opt out from receiving a paper agenda and instead receive and review the agenda electronically on a City issued iPad. Any agenda materials not included in the agenda package by 5:00 p.m., that Friday shall be separately identified, and the Council may by majority vote continue such agenda item until the following meeting to allow for proper study of the materials.

(d) **Order of Agenda.** The business of the Council shall be taken up for consideration in substantially the following order except as may be otherwise ordered:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Forum
5. Reports by Staff and City Council, Future Agenda Items and AB 1234 Reports
6. Presentations and Public Recognitions
7. Staff Briefing
8. Consent Items and Items Removed from Consent
9. Public Hearings
10. New Business
11. Items likely to be placed on the next or future meeting agenda.
12. Adjournment

(e) A copy of the agenda and the package of agenda materials shall be made available for public inspection at City Hall and at the St. Helena Public Library at or near the time they are circulated to the City Council.

2.4 Public Testimony and Comments Before the Council

(a) **Addressing the Council Generally.** Each person addressing the Council may give his or her name and address (optional) in an audible tone of voice for the record. Each person's comments are limited to four minutes except as provided in section (b) regarding land use Public Hearings. In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group. Speakers may not concede their allotted time to another speaker. The Mayor may extend time for the speaker.

(b) **Addressing Council at Land Use Public Hearings.** An applicant appellant at a land use Public Hearing shall be permitted to address the Council for 15 minutes following the Staff report. If there is a spokesperson for the opposition, the spokesperson shall be permitted to speak for 15 minutes. All other speakers are limited to four minutes each. Applicant shall first be permitted five minutes at close of public comments for rebuttal. If the applicant is the appellee the appellant shall have 15 minutes, the applicant appellee shall have 15 minutes, the appellant five minutes, and the applicant appellee five minutes.

(c) **Presentation by Spokesperson.** Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Council, and, in case additional matters are to be presented at the time by any other member of the group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetition before the Council.

(d) **Irrelevant Testimony.** The Mayor shall rule out of order any testimony not relevant to the agenda item then under discussion.

(e) **Protocol.** The purpose of public testimony is for Councilmembers to benefit from the views of the public. Comments from the public should be directed towards the Council. Councilmembers and Staff should avoid entering into a dialogue with members of the public who may address the Council. Questions raised by members of the public may be referred to Staff.

(f) **Public Comment on Agendized Items.** Members of the public are entitled to speak on any item on the agenda during a Public Hearing on the subject matter opened by the Mayor. Each person is entitled to speak on any agenda item only once at any meeting, and the right to speak at the appropriate time waives any further right to address the Council on that item at that meeting. Participation in debate on any item before the Council shall be limited to members of the Council, although Councilmembers may ask members of the public for additional information.

(g) **Public Comment on Non-Agendized Items.** Members of the public are entitled to speak on matters of municipal concern not on the agenda, during consideration of that portion of the meeting agenda entitled "Public Forum" when that item is called by the Mayor. Each person is entitled to speak on non-agendized items 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 may take place unless and until the matter properly appears on the agenda.

2.5 Roll Call and Voice Votes

A roll call vote shall be taken on the approval of the Consent Calendar, the introduction of ordinances, and the adoption of ordinances, resolutions, and orders for the payment of money. Roll call votes shall be entered in the minutes of the Council showing those members voting yes, those voting no, and those abstaining or absent.

Any other motion may be passed by voice vote provided, however, that any Councilmember may request a roll call vote on any items to be voted on.

2.6 Consent Items

Those items on the agenda considered routine by the City Manager shall be grouped together under "Consent Items" and the recommended actions approved by a single vote of the Council. At the request of any Councilmember or any other person, a Consent Item shall be considered separately following approval of the remaining "Consent Items." Items approved under the heading "Consent Items" will appear in the Council minutes in their proper form, as if approved item by item.

2.7 Reports

Under the agenda heading "Reports" the City Manager, other City Staff, and Councilmembers may make reports on matters not on the agenda. Also at this time, Councilmembers or Staff may identify issues or agenda items that need to be addressed by the City Attorney during the meeting, and may propose future agenda items.

2.8 Closing Time of Council Meetings

Council meetings shall adjourn by 10:00 p.m. However, the Council may by majority vote extend the meeting up to an additional thirty minutes (10:30 p.m.) if the Council deems such extension necessary. A unanimous Council vote shall be required to extend the meeting past 10:30 p.m. and adjourn by 11:00 p.m. Otherwise, the meeting shall be adjourned to another day acceptable to the Council, or unfinished business may be continued to the next regular meeting.

2.9 New Business

The Council shall not consider any resolution, motion, or matter which does not affect the conduct of the business of the City of St. Helena or its corporate powers or duties as a municipal corporation nor shall the Council consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of the State or Nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of St. Helena or its officers or employees as such.

2.10 Office of the Mayor

The Mayor shall preside at meetings of the Council, shall be entitled to vote on all matters, and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. The Mayor will recognize members that wish to speak.

The Mayor shall have the following powers:

- a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
- b) To enforce the Council's rules regarding public testimony and to determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- c) To ensure that the public has reasonable opportunity to be heard;
- d) To entertain and answer questions of parliamentary law or procedure;
- e) To call a brief recess at any time;
- f) To adjourn in an emergency;
- g) To appoint a Vice Mayor subject to Council approval who shall serve during the term of the Mayor, and becomes the Mayor Pro Tempore in the Mayor's absence.

2.11 Office of Mayor Pro Tempore

A Councilmember who serves as Mayor pro tempore shall be entitled to vote on all matters and shall be considered a Councilmember for all purposes, including the determination of whether a quorum is present. In the Mayor's absence, the Mayor pro tempore shall have the Mayor's powers and duties. If the Mayor should become physically or mentally unable to perform the duties of his or her office, the other Councilmembers may by unanimous vote declare the Mayor is incapacitated and confer the Mayor's powers and duties on the Mayor pro tempore.

When the Mayor declares that he or she is no longer incapacitated, and a majority of the Council concurs, the Mayor shall resume the exercise of his or her powers and duties. If both the Mayor and the Mayor pro tempore are absent from a meeting, the Council may elect from among its members a temporary chair to preside at the meeting.

2.12 Action by the Council

Action by the Council shall be by motions made and voted upon. A motion shall require a second. The Mayor and any other Councilmember may make or second a motion. A substantive motion is out of order while another substantive motion is pending.

2.13 Adoption by Majority Vote

A motion shall be adopted by a majority of the votes cast, a quorum being present, unless otherwise required by these rules or the laws of California. Resolutions, orders for the payment of money, and all ordinances require at least three votes for passage.

2.14 Discussion

The City Council shall address an agenda item as follow:

- (a) Staff shall introduce the agenda item and present the Staff report.
- (b) City Council shall ask questions of Staff.
- (c) The Mayor will invite public comment on the item.
- (d) Having received all public testimony, the Council will deliberate on the matter.
- (e) If appropriate, the Mayor will entertain a motion, including any motion proposed by the Mayor.
- (f) If a motion has received a second, the Mayor shall state the motion and if any Council Member wishes for the discussion, open for additional Council discussion.
- (g) The Mayor shall preside over the discussion according to the following general principles:
 - 1. The maker of the motion is entitled to speak first;
 - 2. A person who has not spoken on the issue shall be recognized before someone who has already spoken;
 - 3. To the extent possible, the discussion shall alternate between opponents and proponents of the measure.

2.15 Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

2.16 Procedural Motions

- (a) In addition to substantive proposals, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption.
- (b) To Adjourn. The motion may be made only at the conclusion of action of a pending substantive matter; it cannot interrupt deliberation of a pending matter.
- (c) To Take a Brief Recess.
- (d) Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.
- (e) To Suspend the Rules. The motion requires for adoption a vote of a majority of the quorum of the Council. The Council may not suspend provisions of the rules that are state requirements imposed by law on the Council.
- (f) To Divide a Complex Motion and Consider It by Paragraph.
- (g) To Call the Previous Question. The motion is not in order until every member has had an opportunity to speak once.
- (h) To Continue an Item to a Future Meeting Certain.
- (i) To Refer to Staff for Action.
- (j) To Amend. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if the amended motion has the same effect as rejection of the original motion. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last amendment is disposed of by a vote.
- (k) To Reconsider. The motion must be made by a member who voted with the prevailing side, and only at the meeting during which the original vote was taken, including any continuation of that meeting through adjournment to a time and place certain, or at the next Regular Meeting unless intervening actions taken based on the original action make such reconsideration impracticable. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.
- (l) To Rescind or Repeal a Previous Action. A motion to rescind or repeal a previous action is not in order if the rescission or repeal is forbidden by law or made inappropriate by virtue of actions taken in accordance with the previous action.
- (m) To call for a Straw Vote. The Mayor, at the Mayor's discretion, may call for a Straw Vote among members on any item prior to inviting public testimony or Council comment.

2.17 Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before a vote, with or without the consent of any “seconded” of the motion. However, any other Councilmember may ask to be considered the introducer of the motion and, if again seconded, debate may continue without further interruption.

2.18 Duty to Vote

Every member must vote on every item unless prevented from doing so by virtue of an actual or potential conflict of interest under applicable State Law. Any member who believes he or she has a conflict or potential conflict of interest must announce such at the initiation of discussion or when such conflict or potential conflict becomes apparent, and shall refrain from any part in the debate, deliberations, or voting on that issue, except as allowed by State Law.

2.19 Introduction and Passage of Ordinance

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the Council. The Mayor shall read the title of the ordinance, after which a roll call vote shall be taken to introduce the ordinance. The City Clerk shall then read the ordinance in its entirety unless such reading is waived by a separate motion adopted by unanimous vote of the Councilmembers present. An ordinance, other than an urgency, may not be passed within five days of its introduction or alteration. Corrections of typographical or clerical errors are not alterations.

2.20 Closed Sessions

- (a) The Council may hold closed sessions only as provided for by law and according to the provisions herein.
- (b) As part of any regular or special City Council meeting as appropriate, the City Council, the City Attorney, and relevant Staff may discuss and agree upon the need for any future closed sessions, including the legal authority for the closed session and the nature of the matter to be discussed, in adequate detail to meaningfully inform the public while maintaining required confidentiality and any applicable attorney-client privilege. Where the City Manager and City Attorney agree that the nature of a matter requires consideration in closed session, the requirement for prior open session discussion shall not apply.
- (c) The City Council agenda for any regular or special Council meeting shall include general information about closed sessions as follows:

The City Council will convene in open session at the stated time, but will then adjourn to address any closed sessions items listed on the agenda. The public is invited to address the Council with comment on any listed closed session item immediately prior to Council's adjournment into closed session or consistent with any other provisions permitting public comment. The Council will reconvene in Public Session at 6:00 p.m. or at the first Council meeting following any closed session. At that time, if appropriate and as required under the Brown Act, any actions taken during the preceding closed session will be announced by the City Attorney or Mayor. If necessary, the Council may reconvene in closed session to continue discussion of listed items following the completion of open session business.

- (d) The City Council agenda for any regular or special Council meeting at which the Council will adjourn to closed session shall provide notice of that closed session as provided for under the Brown Act and shall include a narrative description of the legal authority for the closed session and the nature of the matter to be discussed in adequate detail to inform the public while maintaining required confidentiality or any applicable attorney-client privilege. Reporting out of closed session shall be consistent with the requirements of Brown Act, and may be of greater detail than required when the disclosure of such detail is not inconsistent with maintaining required confidentiality and any applicable attorney-client privilege.

2.21 Quorum

A majority of the actual membership of the Council, including the Mayor but excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

2.22 Telephonic Attendance Of Council Members At Council Meetings

- (a) The City Council Procedures provisions concerning Telephonic Attendance shall apply to all Boards and Commissions as well as the City Council. Requests by Council Members to attend a Council meeting via telephonic appearance are actively discouraged. Telephonic attendance shall only be permitted in the event of extraordinary events such as a medical, family or similar emergency requiring a Council Member's absence. In addition, at least a quorum of the Council must participate from a location within the City (Government Code Section 54953(b)(3)).

- (b) If these two threshold requirements are met, the Council Member who will be appearing telephonically must ensure that:
 - 1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.
 - 2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
 - 3. The teleconference technology used is open and fully accessible to all members of the public, including those with disabilities.
 - 4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council from the remote location that they would if they were present in Council Chambers.
 - 5. The teleconference location must not require an admission fee or any payment for attendance.
 - 6. If the Council Member determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting via teleconference.
- (c) Approved Teleconference Guidelines for Council Members:
 - 1. One-week advance written notice must be given by the Council Member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. Cellular telephones shall not be used to participate in teleconferenced meetings.
 - 2. The Council Member is responsible for posting the Council agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by faxing or mailing the agenda to whatever address or fax number the Council Member requests; however, it is the Council Member's responsibility to ensure that the agenda arrives and is posted. If the Council Member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the one-week advance written notice above.

3. The Council Member must ensure that the location will be publicly accessible while the meeting is in progress.
4. The Council Member must state at the beginning of the Council meeting that the 72-hour posting requirement was met at the location and that the location is publicly accessible. The Council Member also must describe the location. Furthermore, the City Clerk will provide Council with a quarterly report detailing the telephone charges associated with teleconferenced meetings.

2.23 Public Hearings

Public Hearings shall be scheduled and notice published without any action required by the City Council, excepting that the Council may, if it so desires, scheduled a Public Hearing on an item of interest for a date certain. In order to accommodate members of the public responding to a noticed Public Hearing, such Hearings will, to the extent practicable, begin at 6:00 p.m. At the time designated for the Public Hearing, or soon after as is practicable, the Mayor shall direct the attention of the Council Members to the Staff report and Staff may respond to questions from Council members, after which the Mayor shall formally open the Public Hearing and members of the public shall be allowed to speak in accordance with the rules set forth elsewhere in these Rules of Procedure. When the allotted time expires, or when no one wishes to speak who has not done so, the Mayor shall declare the hearing closed.

Following the close of the Public Hearing, the Council may discuss or take action on the matter in accordance with these rules. The Mayor may in his or her discretion allow questions and/or comments from the public after close of Public Hearing.

2.24 Appointments to Committees and Boards

The City Clerk posts a Notice of Vacancy in the City designated posting locations, the City's website and sends a Media Release to the St. Helena Star advertising vacancies to Commissions, Committees and Boards.

Applicants must submit a completed application to the City Clerk and shall be interviewed by the Council at a special meeting prior to a regular meeting. Applicants are requested to list references on their applications and individual Council Members may contact those references as part of the interview process. Council Members contacting references should disclose this information during the appointment process.

Council reviews applicants for appointments to Commissions, Committees and Boards based on interviews and qualifications. Council shall rank all applicants from highest to lowest and appoint by ballot process. Mayor shall nominate applicants and appointments are subject to approval by the majority of Council.

Depending on the qualifications of the applicants and the needs of the City, there may be times when the City Council does not appoint an applicant who has applied. If an applicant is not appointed, the City Clerk will automatically readvertise for the vacant position(s) to seek additional applicants.

2.25 Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

All procedural matters not otherwise provided for in or controlled by state law or by any ordinance, resolution, rule or regulation of the City shall be governed by Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century (attached as Exhibit). However, no ordinance, resolution, or other action of the Council shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Council to observe or follow such rules. Certain procedures relating to motions, agenda item discussion, debate, and courtesies contained in *Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century* are incorporated into this document, except to the extent they are modified by this Protocol document.

3. CITY COUNCIL STANDARDS OF CONDUCT

3.1 Policy Purpose

The St. Helena City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of St. Helena's City government.

3.2 Ethics

The citizens and businesses of St. Helena are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

- (a) **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of St. Helena and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
- (b) **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of St. Helena in the performance of their public duties.
- (c) **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the Staff or public.
- (d) **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
- (e) **Conduct at Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
- (f) **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.
- (g) **Communication.** Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
- (h) **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in

which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

(i) **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

(j) **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City Staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

(l) **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any

Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(m) **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of St. Helena, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.

(n) **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of St. Helena City government as outlined in the St. Helena City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City Staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City Staff; nor shall they impair the ability of Staff to implement Council policy decisions.

(o) **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.

(p) **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to Staff.

3.3 Code of Ethics and Conduct

The Code of Ethics and Conduct are designed to describe the manner in which elected and appointed officials should treat one another, City Staff, constituents, and others they come into contact with while representing the City of St. Helena.

(a) Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

1. Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

2. Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

3. Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

4. Demonstrate effective problem-solving approaches

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(b) Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a

public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. *Be welcoming to speakers and treat them with care and gentleness.*
 - a. While questions of clarification may be asked, the official's primary role during public testimony is to listen.
2. *Be fair and equitable in allocating public hearing time to individual speakers.*
 - a. The chair will determine and announce limits on speakers at the start of the public hearing process.
3. *Practice active listening*
 - a. It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.
4. *Maintain an open mind*
 - a. Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
5. *Ask for clarification, but avoid debate and argument with the public*
 - a. Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

(c) Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City Staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. *Treat all Staff as professionals*

- a. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Staff is not acceptable.
2. *Do not disrupt City Staff from their jobs*
- a. Elected and appointed officials should not disrupt City Staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City Staff meetings unless requested by Staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate Staff, and hampers Staff's ability to do their job objectively.
3. *Never publicly criticize an individual employee*
- a. Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about Staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding Staff to the City Manager or the Mayor.
4. *Do not get involved in administrative functions*
- a. Elected and appointed officials acting in their individual capacity must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
5. *Do not solicit political support from Staff*
- a. Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City Staff. City Staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
6. *No Attorney-Client Relationship*
- a. Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her Staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City

Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

(d) Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. *Respect Role of Liaison to City's Boards, Committees and Commissions*

Several of the City's Boards, Committees and Commissions have a Council Member who serves as its Council liaison. The City Council will collectively review and approve liaison appointments annually. Council Members serving as liaisons should act as an advisor and resource to committee/board/commission members and the committee/board/commission's Staff liaison when issues regarding process, procedure, attendance, interpersonal or public relations arise.

2. *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers (whether or not they are serving as liaisons), nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with Staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

3. *Be respectful of diverse opinions*

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and

Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

4. *Keep political support away from public forums*

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

(e) Elected and Appointed Officials' Conduct With Each Other and the Public in Private Encounters

1. *Continue Respectful Behavior in Private*

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions, and set forth above in subsections (a) through (d), should be maintained in private conversations, including telephone calls, texts, e-mails or other forms of communication. Council Members and appointed officials shall refrain from abusive conduct, intimidation, bullying tactics, personal charges, or verbal attacks upon the character or motives of other members or the public.

2. *Be Aware of the Insecurity (Non-Confidentiality) of Written Notes, Texts, Voicemail and E-mail*

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speakerphone in a full office? What would happen if this E-mail or text message were forwarded to others? Written notes, voicemail messages, texts and E-mail should be treated as potentially "public" communication.

3. *Understand that Even Private Conversations can have Public Presence*

Elected and appointed officials are always on display — their actions, demeanor, fitness, mannerisms, language and timing and form of communication are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, late-night e-mails will be questioned and casual comments between individuals before and after public meetings noticed.

3.4 Enforcement and Sanctions

(a) *Acknowledgement of Code of Ethics and Conduct*

Upon assuming office each Councilmember, and each Board, Committee and Commission Member ("Member"), shall sign a statement affirming that he or she has been provided with and has read the Code of Ethics and

Conduct. Each Councilmember, Board, Committee and Commission Member, shall adhere to the Code of Ethics and Conduct as well as the Council's Rules of Procedure. Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) Ethics Training for Local Officials

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members shall report annually to the City Clerk with respect to his or her compliance with State or City mandated requirements for ethics training. Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees and may be subject to sanctions.

(c) Behavior and Conduct

The St. Helena Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the St. Helena City Council, Boards, Committees and Commissions. Each Member him or herself has the primary responsibility to assure that he or she understands and satisfies the ethical standards, so that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention. Without violating Brown Act serial meeting requirements, individual Members should point out to the offending Member perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the process under 3.4(e) 1-10 shall govern.

(d) Council Authority

Under California law, the Council does not have the legal authority to remove Members elected or appointed to the City Council or to otherwise deprive them of their office. However, as provided in Section 3.4(e) 9., a majority of the Councilmembers may remove a Councilmember from any or all Council honorary and/or ceremonial positions and ad-hoc and standing committees, as well as from positions with other governmental agencies or other organizations they hold by virtue of appointment by the City Council.

(e) Process to Address Alleged Violation of Code of Ethics and Conduct

1. *Complaint.* Where any person has substantial evidence that a Member has materially violated the Code of Ethics and Conduct, he or she may file a written statement with the City Clerk who will then provide it to the City Council, and the affected Member. The name of the complainant shall initially be redacted and kept confidential and not disclosed until it has been determined as provided in Section 3.4(e) 2 that there is substantial evidence that the Member has materially violated the Code of Ethics and Conduct.

“*Substantial evidence*” means evidence that reasonably supports a conclusion. It does not mean simply any evidence, nor does it include mere opinions. It must be reasonable in nature, credible, and of solid value.

2. *Hearing Officer.* Upon receipt of a Complaint as provided in Section 3.4(e) 1., or upon the direction of the City Council, the Mayor, in consultation with the City Manager, shall make a preliminary determination whether there is substantial evidence to support a conclusion that a Member has materially violated the Code of Ethics and Conduct, thereby warranting the further proceedings below. If the Mayor either submitted the Complaint or is the subject of the Complaint, the Vice Mayor (and who is not the subject of the complaint) shall make the preliminary determination as provided above.

If the Mayor (or, where the Mayor is disqualified as set forth above, the Vice Mayor) makes the initial determination that there is substantial evidence to support a conclusion that a Member has materially violated the Code of Ethics and Conduct, thereby warranting the further proceedings, he or she, in consultation with the City Manager, shall appoint an independent Hearing Officer to review and investigate the Complaint. If the Mayor either submitted the Complaint or is the subject of the Complaint, the Vice Mayor (and who is not the subject of the complaint) shall appoint the Hearing Officer as provided above.

In the event both the Mayor and Vice Mayor are disqualified as set forth above or otherwise unable to carry out the duties under this Section, the Council member with the longest tenure shall do so. If two or more Council members have equal tenure, the Council member (who is not the subject of the Complaint) shall be selected by a process of drawing straws supervised by the City Clerk.

3. *Investigation.* To the extent reasonably practicable, the Hearing Officer shall investigate and report, within not more than thirty (30) days, as to whether there is substantial evidence in support of an allegation that a Member has materially violated the Code of Ethics and Conduct. If the Hearing Officer concludes that there is not substantial evidence to support an alleged violation, or that the violation was not material, he or she shall so report to the Council and the matter shall be deemed dismissed unless the Council directs that a public hearing be held pursuant to Section 3.4(e) 5. If the Hearing Officer concludes that there is substantial evidence to support an alleged material violation of the Code of Ethics and Conduct, he or she shall issue a report (“Report”) to the City Council and the Member. The Hearing Officer shall allow the affected Member a reasonable opportunity to provide any written comments, evidence and/or

arguments which the Hearing Officer shall consider in the investigation and Report.

4. *Enforcement.* The City Council, in its sole discretion, shall enforce the Code of Ethics and Conduct against Members depending upon the extent and severity of the violation by means of either (i) a warning (ii) a written reprimand; (iii) censure; (iv) removal from assignments; or (v) other action as deemed appropriate to the City Council, including without limitation disavowal and/or disapproval of the Member's violation and/or other action and/or statement. The following procedure shall be utilized:
5. *Receipt of Report.* As reasonably practicable, within 30 days after receipt of the Report, the Council will hold a public hearing after which it will determine, among any other determination the Council may deem appropriate, whether the Complaint should be dismissed, a warning should be issued, a written reprimand should be issued, censure issued, or the Member should be removed from his or her office (only for Members other than Council members) or assignments. The City shall provide written notice of the public hearing and opportunity to be heard to the affected Member. The City Council determination shall be set forth in written findings that the Council may direct staff to prepare for subsequent Council approval.
6. *Dismissal.* Where the Council, based on the Report and any statement from the affected Member, determines that it is clear that no violation occurred or that only a trivial or de minimus violation occurred, or that the Complaint was motivated by revenge or other improper motive, the Council may dismiss the Complaint.
7. *Warning.* Where the Council, based on the Report and any statement from the affected Member, determines that there is some evidence that only a minor violation or a questionable practice has occurred, the Council may issue a written warning to the affected Member specifying the violation(s) and requesting corrective action.
8. *Reprimand.* Where the Council, based on the Report, any statement from the affected Member, and other evidence accepted, determines that there is substantial evidence that the Member has materially violated one or more provisions of the Code of Ethics and Conduct, the Council may adopt a resolution reprimanding the affected Member for their conduct, stating that any violations shall cease, and requesting corrective action. The affected Member may file a rebuttal to the Reprimand with the City Clerk which will become a matter of public record.
9. *Censure.* Where the Council, based on the Report, any statement from the affected Member, and other evidence accepted at a public hearing of the matter, determines that there is substantial evidence that the Member has materially violated one or more provisions of the Code of Ethics and Conduct, and that such violation(s) impugn the integrity or dignity of the City or that such violations are egregious or chronic in nature, then the Council may adopt a resolution

censuring the affected Member by condemning his or her actions, removing the Member from all appointive positions representing the City in front of other governments and agencies, demoting the affected Commissioner, Committee or Board member appointed by the City Council who holds a position of chairperson or vice chairperson, stating that the violations shall cease, and demanding corrective actions. The affected Member may file a rebuttal to the Censure with the City Clerk which will become a matter of public record.

10. *Removal from Office.* Notwithstanding any of the provisions in this Section 3.4, the City Council may remove any Commissioner, Committee or Board member appointed by the City Council at its pleasure, and nothing in the Code of Ethics and Conduct or these rules effects or diminishes such power nor vests such Commissioners or Board members with any additional rights.

3.5 Implementation

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

Example:

I affirm that I have read and understand the City of St. Helena Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

Exhibit

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century



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Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

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Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..." A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."

2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook.

motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: Consideration and Proposed resolution (1) amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include R19-05, Emergency Oak Avenue Storm Drain Repair Project; (2) authorizing a budget of \$450,000 for R19-06; (3) awarding a construction contract to Ghilotti Construction for R19-06 for an amount of \$350,000; (4) authorizing the City Manager to execute the contract; (5) authorizing the Director of Public Works to approve change orders up to \$100,000; and (5) authorizing a transfer for the total amount of expenditures for R18-06, up to \$450,000, from (a) Gas Tax Funds 225, 226, 227, 228, 229, (b) Road Maintenance and Rehabilitation Fund 230 (SB1), and (c) Storm Drain Impact Fee Fund 742 to Roads CIP Fund 741 upon completion of R19-06

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: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On Monday November 26, 2018, Public Works staff was notified by a private contractor that a large piece of 24" clay storm drain had broken off on Oak Avenue immediately north of Mitchell Drive with storm water inundating the trench. The location had been previously trenched and plated for future utility tie-in work related with a private development project at 1111 Main Street. However, when the contractor had remobilized to the site on Monday they discovered the trench was full of water by the series of storms over the Thanksgiving Holiday and was undermining the street. Public

Works worked around the clock Monday into Tuesday to pump out the trench, backfill sections of the trench, and apply a temporary fix until permanent repairs could be made.

DISCUSSION

On November 29, 2018 at approximately 7:30am, the Public Works Department discovered that the temporary Storm Drain repair and bypass made on Oak Avenue had been inundated and over-run by excessive runoff that began with overnight rain and was later exacerbated by an early morning storm cell that moved through downtown. The issue continued with additional rainfall throughout the day with Public Works crews bypass pumping upstream of the break at Spring Street and blocking upstream storm drain inlets to minimize flow and additional underground erosion of Oak Avenue.

While the initial cause of the clay storm drain failure on November 26, 2018 is still under investigation, the entire clay section of pipe from Spring Street to a drain inlet at Mitchell Drive is considered compromised due to visible surface cracks and the amount of clay material that was washing up at the initial repair site during the intense rain storm. In addition, PG&E's records indicate that the age of the utility infrastructure in the immediate vicinity is circa 1930's therefore additional work may be encountered as excavation begins.

Public Works contacted three contractors and received an immediate response from Ghilotti Construction of Santa Rosa who could mobilize and begin work within 24 hours of being notified. Their initial estimate was \$350,000 based on time and materials to remove and replace the 24" clay storm pipe with industry standard 24" HDPE as well as backfill and place asphalt. Public Works is requesting a contingency of \$100,000 in order to authorize change orders for additional work that may occur beyond the current estimate. Ghilotti Construction is forecasting 10 hour work days including Saturday and Sunday in order to complete the work within 10 days pending no other complications.

Public Works staff will continue to operate the storm drain bypass at Spring Street around the clock as long as storm water and surface water continue to be a problem. They will also coordinate directly with Ghilotti Construction on the repair work. Public Works secured noise ordinance approval from the Police Department in advance of Ghilotti Construction beginning work and will continue to coordinate with the Police Department for Nixle updates and traffic control assistance as necessary.

Delaying the work would have resulted in extensive undermining of Oak Avenue including essential utilities. And due to forecasted weather conditions at the time this staff report was being written, work needed to be expedited immediately without waiting an additional day for scheduling a special City Council meeting. Pursuant to the City Council's delegated authority to the City Manager, Municipal Code Section 3.04.170 (Emergencies), the City Manager has authorized this emergency work to proceed and is seeking ratification of the contract and budget retroactively.

FISCAL IMPACT

The contract is structured as a time and materials contract with an initial not-to-exceed amount of \$350,000. The Public Works Director is requesting a contingency of \$100,000 in order to process any necessary change orders for unforeseen circumstances. The repairs will be funded by Gas Tax Funds, Road Maintenance and Rehabilitation (SB1) Funds, and Storm Drain Impact Fee Funds. Funds are available for the transfer.

RECOMMENDED ACTION

Adopt a resolution (1) amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include R19-06, Emergency Oak Avenue Storm Drain Repair Project; (2) authorizing a budget of \$450,000 for R19-06; (3) awarding a construction contract to Ghilotti Construction for R19-06 for an amount of \$350,000; (4) authorizing the City Manager to execute the contract; (5) authorizing a transfer for the total amount of expenditures for R18-06, up to \$450,000, from (a) Gas Tax Funds 225, 226, 227, 228, 229, (b) Road Maintenance and Rehabilitation Fund 230 (SB1), and (c) Storm Drain Impact Fee Fund 742 to Roads CIP Fund 741 upon completion of R19-06.

ATTACHMENTS

[Attachment 1 Resolution R19-05](#)

[Attachment 2: Photo of Broken Pipe Section](#)

[Attachment 3: Photo of Temporary Repair in Progress 11/27/18](#)

CITY OF ST. HELENA

RESOLUTION No. 2018-

Resolution (1) amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include R19-05, Emergency Oak Avenue Storm Drain Repair Project; (2) authorizing a budget of \$450,000 for R19-05; (3) awarding a construction contract to Ghilotti Construction for R19-05 for an amount of \$350,000; (4) authorizing the City Manager to execute the contract; (5) authorizing the Director of Public Works to approve change orders up to \$100,000; and (5) authorizing a transfer for the total amount of expenditures for R18-06, up to \$450,000, from (a) Gas Tax Funds 225, 226, 227, 228, 229 , (b) Road Maintenance and Rehabilitation Fund 230 (SB1), and (c) Storm Drain Impact Fee Fund 742 to Roads CIP Fund 741 upon completion of Project R19-06

RECITALS

- A. The City of St. Helena operates and maintains critical storm drain infrastructure throughout the City to safely convey stormwater to avoid damage to property and roads; and
- B. On November 29, Public Works discovered that a section of existing 24" clay storm drain on Oak Avenue within the vicinity of Spring Street and Mitchell Drive had been compromised and was undermining portions of Oak Avenue after a series of rain storms; and
- C. Three contractors were contacted and Ghilotti Construction of Santa Rosa was able to respond and mobilize to the site within twenty-four hours of being notified; and

- D. After assessing the emergency project, Ghilotti Construction estimated the construction cost based on time and materials to be \$350,000;
- E. Per St. Helena Municipal Code Section 3.04.170, the City Manager authorized this as emergency work and is seeking ratification of the construction contract and budget retroactively

RESOLUTION

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

1. Finds the repair of the storm drain system on Oak Avenue to be exempt from the California Environmental Quality Act pursuant to CEQA section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities; and
2. Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include R19-06, Emergency Oak Avenue Storm Drain Repair Project; and
3. Authorizing a budget of \$450,000 for R19-05, Emergency Oak Avenue Storm Drain Repair Project; and
4. Awarding the R19-06, Emergency Oak Avenue Storm Drain Repair Project to Ghilotti Construction for an amount of \$350,000 retroactively; and
5. Authorizing the City Manager to execute a construction contract in the amount of \$350,000 with Ghilotti Construction for R19-06, Emergency Oak Avenue Storm Drain Repair Project retroactively; and
6. Authorizing the Director of Public Works to approve change orders up to \$100,000; and
7. Authorizing the Finance Director to make the following Fund Balance transfers for the total expenditures for an amount not-to-exceed \$450,000 from (a) Gas Tax Funds 225, 226, 227, 228, 229, (b) Road Maintenance and Rehabilitation Fund 230 (SB1), and (c) Storm Drain Impact Fee Fund upon completion of CIP R19-06.

Approved at a Regular Meeting of the St. Helena City Council on December 11, 2018, by the following vote:

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

APPROVED: ATTEST:

_____	_____
Alan Galbraith , Mayor	Cindy Tzaopoulos, City
Clerk	





CITY OF ST. HELENA
1480 Main Street, St. Helena, CA 94574

CONSTRUCTION SERVICES AGREEMENT

Job Name: Oak Avenue Emergency Storm Drain Repair

Agreement No. PW 2019

DATE:

1. IDENTIFICATION OF CONTRACTOR:

Company: Ghilotti Construction Company, Inc.
246 Ghilotti Av
Santa Rosa, CA 95407

License: 644515

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A. [To include drawings, technical specifications, etc.]

3. **COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is **\$350,000.00** to be paid as (**check one**): (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ☒ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of **\$350,000.00**. All payments (**check one**): ☒ shall ☐ shall not be subject to a five percent (5%) retention.

4. **SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Commencement Date: November 29, 2018.

Substantial Completion Date: Within 20 calendar days of Commencement Date.

Final Completion Date: Within 30 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

- A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other

contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

- A. Appendix A – Scope of Work
- B. Appendix B – General Conditions
- C. Appendix C – Insurance
- D. Appendix D – Construction Performance Bond
- E. Appendix E – Construction Labor and Materials Payment Bond
- F. Appendix F – Supplemental Conditions, if applicable

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

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

CONTRACTOR:

Signature

Ali Yazdi

Print Name & Title

Date

12/5/18

General Manager

OWNER: **City of St. Helena**

Signature

Mark T. Prestwich, City Manager

Date

12/6/2018

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

Appendix A to Construction Services Agreement

SCOPE OF WORK

Time and materials to remove and replace approximately 600' from Spring Street to Mitchell Drive of 24" clay storm pipe with industry standard 24" HDPE as well as backfill and place asphalt.

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.00 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Each billing furnished shall include the current billing amount, the cumulative contract amount, and the amount remaining in the contract. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.
- 2.01 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by

any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.

- 2.02 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation.
- 2.03 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.04 Conflicts of Interest and Anti-Fraud and Anti-Corruption Policies**
- 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.
 - C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public

Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in Napa County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** *[Applies if Bid is submitted on or after March 1, 2015 or if Agreement is awarded on or after April 1, 2015]* Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
- 2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible

for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[\$5,000,000]** each occurrence and **[\$10,000,000]** general aggregate, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **[\$5,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **[\$2,000,000]** each accident, **[\$2,000,000]** per disease and **[\$2,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of St. Helena, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[\$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Insurance policies in Appendix C shall contain an endorsement containing the following terms:
 - 5.01 City of St. Helena, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
 - 5.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above.
7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

Premium is for Contract Term and is Subject
to Adjustment Based on Final Contract Price

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND Bond #070208085 Premium \$4,284.00

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, City of St. Helena, a General Law City and municipal corporation of the State of California (Owner) has awarded to Ghilotti Construction Company, Inc. as Principal a Construction Services Agreement dated the 29th day of November, 2018 (Agreement), titled THE St. Helena Emergency Storm Drain Repair, PW 2019 PROJECT in the amount of \$ \$350,000.00, which Agreement is by this reference made a part hereof, for the work described as follows:

(Describe Agreement Work) St. Helena Emergency Storm Drain Repair, PW 2019

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Construction Services Agreement
2018

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of November, 2018.

CONTRACTOR AS PRINCIPAL

Ghilotti Construction Company, Inc.
Company: (Corp. Seal)

Signature

Ali Yazdi

Name

General Manager

Title

246 Ghilotti Avenue

Street Address

Santa Rosa, CA 95407

City, State, Zip Code

SURETY

Liberty Mutual Insurance Company
Company: (Corp. Seal)

Signature

Jana B. Pilgard

Name

Attorney in Fact

Title

175 Berkeley Street

Street Address

Boston, MA 02116

City, State, Zip Code

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 Placer

On November 30, 2018 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Jana B. Pilgard,
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 Kathy Rangel (Seal)



Premium is for Contract Term and is Subject
to Adjustment Based on Final Contract Price
Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

Bond #070208085 Premium Included

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the City of St. Helena, a General Lay and municipal corporation of the State of California (Owner) has awarded to Ghilotti Construction Company, Inc. as Principal a Construction Services Agreement, dated the 29th day of November, 2018 (Agreement), titled THE St. Helena Emergency Storm Drain Repair, PW 2019 PROJECT located at 1306 Mitchell Drive, St. Helena, CA 94975 in the amount of \$ \$350,000.00, which Agreement is by this reference made a part hereof, for the work described as follows:

(Describe Agreement Work) St. Helena Emergency Storm Drain Repair, PW 2019

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$ \$350,000.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of November, 2018.

CONTRACTOR AS PRINCIPAL
Ghilotti Construction Company, Inc.
Company: (Corp. Seal)

Signature

Name

Ali Yazdi

General Manager

SURETY
Liberty Mutual Insurance Company
Company: (Corp. Seal)

Signature

Jana B. Pilgard

Name

Construction Services Agreement
2018

_____ Title	_____ Attorney in Fact Title
_____ 246 Ghilotti Avenue Street Address	_____ 175 Berkeley Street Street Address
_____ Santa Rosa, CA 95407 City, State, Zip Code	_____ Boston, MA 02116 City, State, Zip Code

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 Placer

On November 30, 2018 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Jana B. Pilgard,
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 Kathy Rangel (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8140448

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Julie A. Shiroma; Stephen D. Bender; Dona Lisa Buschmann; J. Buschmann; Edward D. Johnson; Robert D. Laux; Karina Palmer; Jana B. Pilgard; Kathy Rangel

all of the city of Sacramento, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of November, 20 18.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/29/2018

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 have ADDITIONAL INSURED provisions or 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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Cass Hamann PHONE (A/C, No. Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS: chamann@wsandco.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Executive Risk Indemnity, Inc.	35181
INSURED Ghilotti Construction Company, Inc. 246 Ghilotti Avenue Santa Rosa CA 95407		INSURER B : Federal Insurance Company	20281
		INSURER C : American Guarantee and Liability Insurance	26247
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 31294076

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 ☒ PROJECT ☐ LOC OTHER:	Y	Y	54303067	3/31/2018	3/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	54303066	3/31/2018	3/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			AUC027634501	3/31/2018	3/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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	54303068	4/2/2018	4/2/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GCC Job #1932, St. Helena Agreement # PW 2019. The City of St. Helena, its agents, officers, officials, employees, and volunteers are additional insured per form attached. Coverage is primary & non-contributory per forms attached. A waiver of subrogation applies per forms attached. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of St. Helena 1480 Main St St. Helena CA 94574	CANCELLATION 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
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ACORD 25 (2016/03)

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Policy No. 54303066

COMMERCIAL AUTOMOBILE**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
 1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:
 2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

- (1) You or your authorized representative, if you are an individual;
- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance

applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Policy No 54303066

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

POLICY NUMBER: 54303067

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

POLICY NUMBER: 54303067

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54303067

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED	
BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy No. 54303067

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:
 - a. Copyrighted "advertisement"; or
 - b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or "waste".
4. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease;

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on ^{4/2/18}
(DATE) at 12:01 A. M. standard time, forms a part of

Policy No. 54303068 of the
(NAME OF INSURANCE COMPANY)

issued to
Ghilotti Construction Co.
Endorsement No.

Cass Hamann

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

Where required by written contract



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/29/2018

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

AGENCY Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	PHONE (A/C, No, Ext): 415-391-2141	COMPANY XL Specialty Insurance Company 1450 East American Lane, 20th Floor Schaumburg IL 60173
FAX (A/C, No): 415-989-9923	E-MAIL ADDRESS: chamann@wsandco.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: GHILCON-01		
INSURED Ghilotti Construction Company, Inc. 246 Ghilotti Avenue Santa Rosa CA 95407		LOAN NUMBER
		POLICY NUMBER UM00055675MA18A
EFFECTIVE DATE 03/31/2018		EXPIRATION DATE 03/31/2019
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS						
Installation Floater (Builder's Risk)					\$1,000,000	\$2,500

REMARKS (Including Special Conditions)

GCC Job #1932, St. Helena Agreement # PW 2019. The City of St. Helena, its agents, officers, officials, employees, and volunteers are additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of St. Helena 1480 Main St St. Helena CA 94574	ADDITIONAL INSURED ☐	LENDER'S LOSS PAYABLE ☐	LOSS PAYEE ☐
	MORTGAGEE ☐		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

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Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: Bimonthly Update on City Council Goals and Strategic Objectives

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In late 2017, the City Council adopted three-year goals and established 12-month strategic objectives to guide the organization's work.

DISCUSSION

Consistent with the City Council's direction, a bimonthly status report has been prepared to provide an update on attainment of the Council's objectives. The attached grid outlines the status of each objective and, where appropriate, includes comments to provide additional information about strategic objectives.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

[FINAL - 2017-18 Strategic Objectives - Updated 11 December 2018](#)

3-YEAR GOALS & 12-MONTH STRATEGIC OBJECTIVES

November 2017 – November 2018

3-YEAR GOAL: Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship & Public Health						
DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By January 31, 2018	City Engineer + Mayor Galbraith & Vice Mayor White	Prepare and present 5-year street capital improvement program (CIP) to City Council for approval.	X			Draft presented to City Council on January 23, 2018 and approved February 13, 2018.
2. By April 30, 2018	City Engineer + Public Works Project Manager (Lead)	Prepare construction bid documents for Oak Avenue bathroom project.	X			Bid plans and specs approved April 24, 2018; City Council approved the project on June 26, 2018 and directed staff to bid the project. Construction is anticipated to commence in Fall 2018 with completion in Spring 2019.
3. By June 30, 2018	City Engineer (Lead) + HR/IT Director	Implement Public Works Asset Management Software.	X			Project Manager/Consultant (Beehive) planning meeting held March 6, 2018. Formal launch in June 2018 with Water Distribution crew.
4. By August 31, 2018	City Engineer	Identify the scope of work and funding requirements necessary to complete tertiary upgrade to City's wastewater facility.	X			Discussed at August 28, 2018 City Council meeting.

5. By October 31, 2018	Planning & Community Improvement Director (Lead) + Recreation Director + Mayor Galbraith and Vice Mayor White + Two Parks & Recreation Commissioners + Landscape Architect	Develop a community supported plan and funding strategy to renovate Lyman Park post submittal of SHAPE Committee recommendations.			X	Meeting held March 15, 2018 to establish and brief members of the Steering Committee for this initiative. Council has allocated \$50,000 for near-term improvements to Lyman Park bathrooms and postponed consideration of improvements until a decision is made on future design of a new building on the City Hall property.
6. By October 31, 2018	City Engineer	Initiate construction of the Upper York Creek Dam removal project.			X	Water Board permit and US Army Corp permit now secured. Easements still needed for the downstream trap work. Phase 1 construction of downstream sediment traps anticipated in May/June 2019. Phase II permit resubmittals anticipated to be completed by February 2019 with 100% plans, specs and cost estimate.
7. By October 31, 2018	City Engineer (Lead) + Finance Director	Identify the funding requirements and strategy to provide for long term maintenance and repair of City sidewalks.			X	Additional time is needed.
8. By May 30, 2018 (and annually thereafter)	City Engineer	Complete annual update of the citywide CIP.	X			Approved at May 8, 2018 Council Meeting.
9. By March 31, 2018	City Engineer	Initiate design of Crinella Pump Station improvement.	X			RFP closed week of February 8. Award of design contract approved at April 10, 2018 Council meeting.
10. By August 31, 2018	City Engineer	Initiate Kennedy Court/La Quinta Repaving Project	X			Construction bid awarded June 26, 2018. Notice to proceed issued for August 27, 2018. Paving portion of project complete.
11. By March 31, 2018	City Engineer	Complete RFP and Initiate Water and Sewer Master Plan.	X			RFP released March 16, 2018. Contract awarded August 14, 2018.

12. By April 30, 2018	City Attorney (Lead) + City Engineer + Councilmembers Dohring and Ellsworth	Evaluate feasibility of modifications to existing agreements with large water users to establish firm caps in order to safeguard water supply.			X	Existing agreements have been reviewed by City Attorney. Initial discussions with working group held. Additional time is needed.
13. By November 30, 2018	Finance Director (Lead) + City Engineer + Councilmembers Ellsworth and Dohring	Follow through on Ad Hoc Utility Rate Committee observations - Begin process to understand and optimize data capture and collection to potentially consider rate tiers and surcharges and improve rate equity among users and ratepayers - Install wastewater meters for wineries and other users with unique characteristics to improve cost of service/fee nexus			X	Additional time is needed.
14. (Added)	Parks & Recreation Director + City Attorney	Expanded prohibition of smoking definition to include use of electronic smoking devices and electronic cigarettes to the City's smoking regulations.	X			Approved July 24, 2018.
15. (Added)	City Engineer	Per Council direction in August 2018, staff is working with Riechers Spence & Associates (RSA) on a scope of work to complete the 2015 intersection realignment design and study, including review with Caltrans.		X		
16. (Added)	City Engineer	City Council authorized replacement of bathroom and locker room trailers, and a new roof at the Public Works Corporation Yard.	X			Work is now complete.
17. (Added)	City Engineer	City prepared RFP for downtown streetscape and sidewalk project engineering and design services.	X			Interviews held with prospective firms on November 29, 2018.

3-YEAR GOAL: Enhance Organizational Performance

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By January 31, 2018	Planning & Community Improvement Director (Lead) + Mayor Galbraith and Vice Mayor White + Planning Commission Chair Kistner	Complete RFP, recommend/approve consultant and initiate preparation of an Environmental Impact Report for City General Plan.	X			Consultant approved at City Council Meeting of January 9, 2018. Joint CC/PC kickoff meeting held Feb 20. Council action taken 3/27.
2. By October 31, 2018	HR/IT Director + Consulting Attorney	Complete update to Employee Handbook and present to the City Council recommended updates to City Policies.			X	An initial draft of the updated Employee Handbook has been received and is under staff review. Once complete, it will be necessary for staff will meet/confer with City bargaining units on the updated Handbook before it is presented to the City Council for approval.
3. By August 31, 2018	City Clerk (Lead) + HR/IT Director	Complete RFP, recommend/approve consultant and funding to complete document scanning in order to deploy public portal within City website to access City records via laserfiche.	X			RFP issued May 7, 2018; responses due June 8, 2018. Contract awarded July 24, 2018.
4. By August 31, 2018	City Building Inspector (Lead) + Planning & Community Improvement Director + Councilmember Ellsworth and Vice Mayor White	Implement a robust Code Enforcement Program that is efficient, readily understandable, and predictable by updating code provisions and establishing dedicated staff resources (funding) to it and provide recommendations for improving the adjudicatory process.			X	Council authorized additional resources to assist with Code Enforcement by partnering with the County of Napa for up to 8 hours per week of code enforcement assistance. Additional time necessary to complete contract with County.

5. By September 30, 2018	Staff Planner (Lead) + Planning & Community Improvement Director,	Review and document status and scale of large existing non-conforming businesses within the community.			X	Staff has completed initial review of Beringer Winery & received draft report from attorney. This item requires additional time due to its complexity.
6. By September 30, 2018	Planning & Community Improvement Director (Lead) + Councilmembers Dohring and Koberstein + Architect (TBD)	Draft and present citywide design guidelines to the City Council for adoption and provide recommended improvements to design review process.			X	Design Guidelines workshops and community survey complete. Staff is currently compiling data from the meetings and survey and will then review Draft Guidelines with design professionals for feedback.
7. By August 31, 2018	HR/IT Director	Prepare/present to the City Council an employee succession plan and/or strategy to help retain employees and minimize turnover costs.			X	This item requires additional time.
8. By April 30, 2018	Finance Director	Implement Forensic Audit recommendations on policy and procedure improvements.	X			Procurement Card Policy approved by City Council on February 13, 2018. Fuel Card policy approved March 13, 2018. Fraud Policy approved May 8, 2018. Travel policy updates are incorporated into the draft Employee Handbook. City Financial Policy, Investment Policy, Accounts Payable Policy, and Cash Controls Policy will be presented to City Council on Oct. 23, 2018.
9. By November 30, 2017	Finance Director	Complete water contracts compliance review.	X			2015, 2016 & 2017 data posted to City website regarding usage compliance.

10. By April 30, 2018	City Clerk (Lead) + City Manager + Councilmember Dohring and Mayor Galbraith	Review and update City Council Protocols/Rules of Conduct.	X			Working group met January 16, 2018. Presented to City Council on May 22, 2018; City Council approved on June 12, 2018. Council Protocols/Rules of Conduct were amended on November 13, 2018.
11. By December 31, 2017	Police Chief + Fire Chief (Lead)	Conduct community Post-Fire Community workshop to solicit citizen emergency preparedness suggestions + prepare/present to the City Manager and City Council.	X			Workshop held November 17, 2017. Findings & recommendations presented at April 24, 2018 Council Meeting.
12. By April 30, 2018	Police Chief	Complete 21 days of directed enforcement to improve compliance with Truck Ordinance.	X			Letters mailed to City commercial businesses/signs installed. Directed enforcement began in April. Complaints reported to be down significantly. Consideration of possible safety exception to be discussed August 28, 2018.
13. By June 30, 2018	Police Chief	Recruit and train a second session of Police Volunteers to compliment the 6 current Volunteers, bringing the number to at least 10.			X	One additional volunteer started June 2. Efforts to recruitment continue.
14. By October 31, 2018	Police Chief	Conduct semi-annual bicycle safety campaigns to include media outreach, public education, and bike rodeos.	X			Police handed out certificates at Chokolatte on May 18, 2018 for Bike to Work Day. Bike Rodeo held during Harvest Festival.
15. By July 31, 2018	Planning & Community Improvement Director (Lead) + Councilmembers Dohring and Koberstein + Member of Planning Commission	Introduce pre-application conferences for Planning Applicants			X	Additional time needed.
16. By June 30, 2018	Planning & Community Improvement Director (Lead) + City Attorney	Prepare recommended updates to City's Sign Ordinance.	X			Planning Commission reviewed draft ordinance. City Council first reading of proposed ordinance planned for June 12, 2018. Ordinance approved October 13, 2018.

17. (Added)	City Manager	Fee Waiver Authority Ordinance	X			Approved June 12, 2018.
18. (Added)	Finance + City Manager + Mayor Galbraith + Councilmember Dohring	Provide recommendations to amend City's non-profit grant program.	X			Planning meeting held May 30, 2018. Revised grant approved October 23, 2018..
19. (Added)	Mayor Galbraith + Council Member Dohring + City Manager	Policy on the Management of Legal Services	X			Approved May 8, 2018.
20. (Added)	Police Chief	Police Department planned and held a National Night Out Celebration on August 7, 2018	X			Event attracted more than 150 attendees.
21. (Added)	Public Works Director	Council approved use of Napa Valley Transportation Authority pre-qualified on-call engineer/architect and project delivery services list.	X			Approved June 26, 2018.
22. (Added)	Fire Chief + Finance Director + City Manager	Restructured Part-Time Firefighter payscale and completed recruitment of two full-time Firefighters to improve service response times and operational readiness.	X			Approved June 26, 2018.
23. (Added)	City Manager	City Council authorized hiring Interim Police Chief for 12 months on October 9, 2018.	X			
24. (Added)	Fire Marshal	Council requested Fire Marshal/Fire Chief present Fire Marshal Succession Plan.	X			Presented at August 14, 2018 City Council meeting.

3-YEAR GOAL: Ensure Long Term Economic Sustainability While Safeguarding St. Helena's Unique Culture & Quality of Life

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By May 31, 2018	City Manager + Public Works Management Analyst	Complete SHAPE Committee analysis and near and long-term plan for funding, construction/renovation/disposition of civic assets.	X			Committee commenced meeting on November 16, 2017 & held approx. 20 meetings, two Community Workshops and two rounds of focus groups. Final report presented June 12, 2018.
2. By June 30, 2018	Finance Director (Lead) + City Engineer + Planning & Community Improvement Director + Recreation Director + Willdan	Complete and present for City Council adoption Impact Fee Study.			X	Additional time is necessary due to competing priorities. Preliminary City Council discussion held October 9, 2018.
3. By September 30, 2018	Finance Director + Councilmember Ellsworth	Present for City Council consideration a policy and procedure to receive charitable gifts and endowments on behalf of the City.			X	Additional time is necessary.
4. By March 31, 2018	Finance Director + Consultant + SHAPE Committee	Complete update to Long Range Financial Forecast taking into consideration city facilities condition assessment.	X			Presented to SHAPE Committee on February 28 and City Council on March 13, 2018.
5. By June 30, 2018	Fire Chief (Lead) + HR/IT Director	Identify options/solutions to ensure continuity of part-time fire operations.	X			City Council Workshop on Fire Operations held May 3, 2018. Two professional firefighters added to proposed FY 2018-19 budget.
6. By January 31, 2018	Finance Director + Consultant	Complete the California Municipal Financial Health Diagnostic tool.	X			Diagnostic completed and presented to City Council and SHAPE Committee on December 12 & 13, 2017.

7. By July 31, 2018	City Manager (Lead) + Planning & Community Improvement Director + Council Members Koberstein and Dohring+ Chamber of Commerce + Two Planning Commissioners (as needed) + Property owners	Obtain fresh insights/community input and develop local solutions to revitalize downtown to create resilience, including: • Work with local merchants and property owners to catalogue and understand issues and forces related to vacant and underutilized commercial space; • Intervene to assist in securing tenants for vacant buildings; • Take advantage of Urban Land Institute Advisory Services & American Institute of Architects Programs; and • Review and evaluate Zoning Code to evaluate opportunities that improve processes for businesses to open and operate.			X	Downtown market analysis study approved by City Council on March 27, 2018. Interviews initiated with tenants and property owners on March 28 and 29. Report to City Council submitted July 24, 2018. City Council adopted Downtown Economic Strategy September 25, 2018. Additional time is needed to review and update Zoning Code.
8. By June 30, 2018	Finance Director (Lead) + City Manager	Present to City Council for review, a General Fund operating budget option with conservative assumptions that maintains a minimum General Fund reserve of 35-40%.	X			Staff presented data to City Council on May 9, 2018 Budget Study Session.
9. By October 31, 2018	Finance Director	Complete financial recovery tasks related to 2017 Fire Complex.	X			OES confirmed
10. By August 31, 2018	City Manager + City Council	Evaluate SHAPE Committee recommendations and identify next steps	X			Joint City Council/SHAPE Committee workshop held June 25, 2018 to review recommendations. City Council Workshop held September 17, 2018 and approved a Civic Infrastructure Strategy to guide next steps.
11. By April 30, 2018	Finance (Lead) + City Manager	Evaluate and present options to increase City revenue for City Council consideration.			X	Postponed due to competing priorities.
12. (Added)	City Manager	City Council approved cost-containment strategies to discontinue sick leave conversion for department directors and mid-managers that join the organization after May 8, 2018.	X			Approved by City Council May 8, 2018.
13. (Added)	Finance Director + Consultant	Completed actuarial analysis of City pension costs in the wake of CalPERS discount rate and actuarial/amortization period changes to determine City's unfunded liability.	X			Presented at August 24, 2018 City Council meeting.

3-YEAR GOAL: Commit to Full Public Participation, Ongoing Communication & Regional Collaboration

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By November 30, 2017	City Manager + HR/IT Director (Lead)	Launch & manage quarterly community newsletter.	X			St. Helena's Informational Newsletter (SHINE) was launched Fall 2017.
2. October 2017 Forward	City Council + City Manager + All Department Directors	Encourage active and diverse participation in government affairs.		X		Ongoing
3. October 2017 Forward	City Council + City Manager + All Department Directors	Utilize a process oriented decision-making style to: - Create meaningful opportunities for citizen and community engagement (Ad Hoc Water Rate Committee model), considering magnitude of the undertaking - Develop alternative forums for informal discussion, Council question and answer - Utilize standing committees / commissions as fact finders and resources to develop recommendations on targeted issues within their area of expertise - Leverage knowledge, ideas and manpower of residents, non-profits, and special interest groups		X		Ongoing
4. By June 30, 2018	City Manager + Council Member Ellsworth + LAFCO Executive Officer	Invite a representative from Napa County and the communities of Calistoga, Angwin, Yountville, Napa, American Canyon and Vallejo to a meeting to discuss approaches to how to initiate regional engagement/dialogue on housing, transportation, environmental impacts, water, etc.			X	Additional time is necessary to plan.
5. By January 31, 2018	Police Chief	Establish monthly "Coffee with a Cop" open forum gatherings.	X			
6. By September 30, 2018	City Engineer	Conduct a public workshop to solicit community feedback on the concept of a comprehensive approach to improving traffic and pedestrian safety.			X	Additional time is needed due to competing priorities.

7. By December 12, 2017	City Arborist in consultation with Beautification Committee	Review and provide City Council with informational update on Elm Tunnel Management Plan informational in consultation with Beautification Committee.	X			City Council presentation held December 12, 2017. City staff met with Beautification Committee before meeting and again January 10, 2018 to discuss Elm Tunnel. Council directed staff to hire an arborist to update the Elm Tunnel Plan.
8. By April 30, 2018	HR/IT Director	Prepare and complete Request for Proposals (RFP) process for City website update and present options to City Council for consideration.			X	City Manager recommends postponing to 2019 to complete Citywide Compensation & Classification Study per new SHEA MOU and considering a "re-skinning" alternative and use of mobile application to reduce expenses and project complexity, and improve customer service.
9. (Added)	Recreation Director	A "Thanks & Gratitude Community Potluck" is scheduled for October 18 from 4-6pm.	X			
10. (Added)	City Manager	City-sponsored Retail Strategies Workshops have been scheduled for the Business Community on October 24, November 6, and December 11.	X			
11. (Added)	City Manager	Staff will be hosting informational drop-in format open houses for Measures E & I on October 15 (6-7pm), October 17 (2-3pm), and October 27 (10-11am).	X			Measures E + I approved on November 6, 2018.

3-YEAR GOAL: Stabilize, Maintain and Improve Access to Housing

DUE DATE	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.	X			Consultant Agreement approved by City Council on January 23, 2018. Kickoff meeting held January 30 th .
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.			X	City Council overview presented May 22, 2018. Formal findings/white paper presentation provided at June 26, 2018.Council Meeting.
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			X	Includes revisit of Ad Hoc Revenue Committee recommendations and survey information. Additional time is necessary.
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)			X	Additional time is necessary.

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.			X	Three community workshops are contemplated to be planned after the June 26, 2018 to review white paper findings.
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.			X	Working group is recommending enhancement of workshops as alternative public engagement strategy. Additional time is necessary.
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.			X	Use focus groups, surveys and other participatory means as deemed appropriate. Additional time is necessary.
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.	X			Rent Stabilization Ordinance concept discussed at July 24, 2018 Council Meeting. Informational Community Workshop held August 30, 2018. Council policy discussion held October 9, 2018. First Reading of Ordinance held November 13, 2018. Ordinance approved November 27, 2018.
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.			X	City Council placed 1% TOT "Measure E" on November 2018 ballot. Informational Community Open Houses scheduled for October 15 (6-7pm), October 17 (2-3pm), and October 27, 2018 (10-11am). Measures E+I approved November 6, 2018.
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			X	Additional time is necessary.

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.			X	Additional time is necessary.
12. By November 30, 2018	City Manager + Vice Mayor White + Council Member Koberstein	Introduce work plan and items for Council action on item #11.			X	



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: *NEW ITEM

Consideration and proposed adoption of a resolution authorizing (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$37,802.86 to design and prepare bid documents for Capital Improvement Project R19-03, Sulphur Creek Erosion Repair and (2) a budget transfer from Fund 700 (Flood Control Capital) to Fund 741 (Streets CIP) for total costs associated with this PSA for a not-to-exceed amount of \$37,802.86.

CEQA Determination: This project qualifies for a Class 6 Categorical Exemption 'Information Collection' under Section 15306 of CEQA. Any future project will require additional analysis and a formal determination regarding the environmental impacts of that project.

Prepared By: Edrees Argand, Junior Assistant Engineer

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

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena contracted with Waterways Consulting, Inc. to provide ten years of post-construction monitoring and adaptive management for the City of St. Helena Flood Control Project that was completed in 2010. The monitoring includes a portion of Sulphur Creek located approximately 100 feet upstream of the confluence with the Napa River. Minor erosion was discovered at this location in December 2012, in Year 2 of post-construction monitoring, and has since been monitored annually. It wasn't until December 2017 (Year 7) that the erosion had expanded up the bank and riprap had begun to roll down the slope, settling at the toe and on the eroded slope face.

Rock armoring was originally proposed along the north bank toe of Sulphur Creek to protect this area from erosion. However, the resource agencies would not allow the use of hard structures at this location due to concerns regarding impacts to California freshwater shrimp habitat. Since the agencies would not permit armoring of the Sulphur Creek bank toe, riprap was installed at the face of the floodwall and covered with earthen fill. The riprap was installed at this location to provide supplemental protection in the event that the biomechanical slope stabilization elements along the toe of the bank were insufficient to protect against erosion.

DISCUSSION

City staff solicited a proposal from Waterways Consulting, Inc. to design and prepare bid documents to stabilize the Sulphur Creek erosion. Pursuant to St. Helena Municipal Code Sections 3.04.320-340, professional services shall be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing, and other professional qualification necessary for more than a satisfactory performance of the services required. Based on prior and current work that Waterways Consulting, Inc. has provided for the City on the Flood Control Project, Waterways Consulting has demonstrated the level of experience, competence, staffing and other services required and described in the scope of work provided, and recommends that a professional service agreement with Waterways Consulting, Inc. be procured through negotiated contract.

FISCAL IMPACT

Funds for this project were approved for the CIP Project R19-03, Sulphur Creek Erosion Repair in the adopted FY 2019-23 Streets CIP budget for a total not-to-exceed amount of \$130,000 from Fund 700 - Flood Control Capital.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$37,802.86 to design and prepare bid documents for Capital Improvement Project R19-03, Sulphur Creek Erosion Repair and (2) a budget transfer from Fund 700 (Flood Control Capital) to Fund 741 (Streets CIP) for total costs associated with this PSA for a not-to-exceed amount of \$37,802.86.

ATTACHMENTS

[Attachment 1 Resolution \(2\)](#)

[Attachment 2: Professional Services Agreement Waterways](#)

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution authorizing (1) the City Manager to execute a Professional Service Agreement with Waterways Consulting, Inc. in the amount of \$37,802.86 to design and prepare bid documents for Capital Improvement Project R19-03, Sulphur Creek Erosion Repair and (2) a budget transfer from Fund 700 (Flood Control Capital) to Fund 741 (Streets) for total costs associated with the PSA for a not-to-exceed amount of \$37,802.86.

RECITALS

- A. The City of St. Helena contracted with Waterways Consulting, Inc. to provide ten years of post-construction monitoring and adaptive management for the City of St. Helena Flood Control Project that was completed in 2010. The monitoring includes a portion of Sulphur Creek located approximately 100 feet upstream of the confluence with the Napa River.; and
- B. In December 2017, Year 7 of post-construction monitoring, erosion expanded up the bank and riprap began to roll down the slope of Sulphur Creek, settling at the toe and on the eroded slope face; and
- C. If erosion continues there is some uncertainty that rock will settle in the optimum location and provide for the desired erosion protection therefore professional design and bid documents services are required to make necessary repairs; and
- D. City staff solicited a proposal from Waterways Consulting, Inc. to design and prepare bid documents to stabilize the Sulphur Creek erosion; and
- E. The City of St Helena Municipal Code requires that professional services be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required; and
- F. Based on prior and current work that Waterways Consulting, Inc. has provided to the City on the Flood Control Project, staff believes that Waterways has demonstrated the level of experience, competence, staffing and other services required and described in the scope of work provided, and recommends that a professional service agreement be procured through negotiated contract; and

G. Funds for this project were approved in the FY 2019-23 CIP budget for a total not-to-exceed amount of \$130,000.

RESOLUTION

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

1. The City Council approves the Professional Services Agreement with Waterways Consulting, Inc. in the amount of \$37,802.86 to design and prepare bid documents for Capital Improvement Project R19-03, Sulphur Creek Erosion Repair; 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 budget transfer from Fund 700 (Flood Control Capital) to Fund 741 (Streets CIP) for total costs associated with this PSA for a not-to-exceed amount of \$37,802.86.

Approved at a Regular Meeting of the St. Helena City Council on December 11, 2018, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Ellsworth: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Waterways Consulting, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Sulphur Creek Erosion Repair, City Project R19-03**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$37,802.86, 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. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice

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Waterways Consulting Inc., R19-03

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

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

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

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

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

written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, 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) (collectively, "Liabilities"), 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

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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, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement.

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 AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

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

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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.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Waterways Consulting, Inc
 509a Swift Street
 Santa Cruz, California 95060

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 – ATTORNEYS' FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: 

By: _____

Name: MATT WEID

Name: Mark T. Prestwich

Title: Secretary

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

EXHIBIT A
SCOPE OF WORK
SULPHUR CREEK EROSION REPAIR
CITY PROJECT NO. R19-03
CITY OF ST. HELENA

Project Objectives

The major objectives of this project are to evaluate an area of erosion along the north bank of Sulphur Creek and prepare designs to stabilize the area.

Detailed Work Plan

The goal of Waterways involvement will be to assist the City of St. Helena with evaluating an area of erosion along the north bank of Sulphur Creek and preparing designs to stabilize the area. The eroded area is located approximately 100 feet upstream of the confluence with the Napa River. This channel segment is part of a larger Flood Control Project along the Napa River that was constructed during 2009 and 2010.

Rock armoring was originally proposed along the bank toe to protect the area from erosion. However, the resource agencies would not allow the use of hard structures at this location due to concerns regarding impacts to California freshwater shrimp habitat. Since the agencies would not permit armoring of the Sulphur Creek bank toe, riprap was installed at the face of the floodwall and covered with earthen fill. The riprap was installed at this location to provide supplemental protection in the event that the biomechanical slope stabilization elements along the toe of bank were insufficient to protect against erosion.

Erosion was first observed at the area of concern after a high flow event during December 2012. The area has been monitored annually since then. During December 2017, after the start to a very wet 2016-2017 winter, it was observed that the area of erosion had expanded up the bank and riprap had begun to roll down the slope, settling at the toe and on the eroded slope face. If erosion continues there is some uncertainty that rock will settle in the optimum location to provide the desired erosion protection. To address this concern, Waterways will prepare engineered designs to stabilize the area.

Waterways will reach out to the resource agencies to discuss the project's history and determine what permits and environmental documents (e.g. biological assessment, CEQA) will be required for the proposed stabilization work.

Time has not been included in this scope for construction support (e.g. construction staking, construction observation). It is important to have an engineer experienced with stream restoration project involved during the construction process to help ensure proper implementation of a project. Once Waterways has a better idea of the project components and

permitting requirements, Waterways will prepare a budget amendment for providing construction related services.

Scope of Work

Task 1 - Project Management and Administration

The task 1 budget covers time spent performing project management and administration duties, including correspondence, coordination, and documentation. Effective project management and administration are critical to ensuring that your work is performed on schedule, on budget, and to a high level of quality, using pertinent available information.

Task 2 - Meetings

Waterways anticipates 3 meetings will be required to complete the work:

The first meeting will occur during the topographic survey under Task 3. Waterways will meet with City staff at the project area to discuss proposed approaches to stabilizing the area and project opportunities and constraints. The resource agencies will also be invited to this meeting to view the project area and discuss project permitting.

The second meeting will be a teleconference and will occur after completion of the 65% level designs. This meeting will serve as an opportunity to present the design to the City.

The third meeting will also be a teleconference and will occur after completion of the draft 100% designs and specifications. This meeting will serve as an opportunity to answer any questions the City has prior to preparation of the final plans and specifications.

Deliverables: Meeting Notes and Monthly Invoices (.pdf)

Task 3 – Topographic Mapping

Waterways will survey the eroded portion of the Sulphur Creek bank and the channel upstream and downstream, including the floodwall, the pathway to the north of the floodwall, and existing improvements adjacent to the floodwall on the residential lots that may affect site access. The survey extent will be sufficient to prepare project designs and model site hydraulics. The survey detail will be sufficient for generation of one foot contours. Mapped data will include topography, utilities visible above ground, existing improvements, trees over 6" diameter, and significant geomorphic parameters. The survey will be tied to existing control set by Waterways for long-term flood conveyance monitoring at the project area.

Deliverables: A topographic basemap will be included in the project design drawings (.pdf & .dwg)

Task 4 – Hydrology and Hydraulic Mapping

Waterways will review the FEMA Flood Insurance Study (FIS) that was used to obtain peak flow rates for the original project design, including any updates issued since that time. If determined to be necessary, additional work will be completed for determining peak flow rates

(2-, 5-, 10-, and 25-year) and will include a flood-frequency analysis based upon adjacent gauged watersheds or regional regression equation calculations.

Waterways will review the hydraulic model prepared for the original design to assess channel hydraulics along the eroded portion of Sulphur Creek. Model geometry and Manning's n-values will be updated as necessary to reflect current conditions along Sulphur Creek. The hydraulic model will assist us in estimating the velocity and depth of the water in the creek during several peak flow events (2-, 10-, and 100-year). This information will assist us in designing bank stabilization elements.

Waterways scope of services does not include preparation of a no-rise analysis, CLOMR, or other reporting to FEMA or the Napa County Flood Control and Water Conservation District. If requested, those services will be performed under an amended agreement.

Task 5 – 65% Designs and Estimate

The 65% drawings will be sufficiently accurate and complete to determine project layout, impacts, opportunities, constraints and quantities. The 65% cost estimate will be in a format that represents the final bid form, with measurement and payment specified for individual work items. The 65% drawings will be used for project permitting/required approvals from the resource agencies. The 65% Drawings will include the following:

- Title Sheet and Location Map
- Existing site topography
- Proposed Site Improvements
- Typical cross sections
- Quantities & materials
- Limits of disturbance
- Technical Specifications for materials and placement (to be included on plans)
- Typical details for key project features
- Dewatering plan (as necessary)
- Site access plan
- Erosion Control and Construction BMP's

Deliverables:

- 65% level design drawings (.pdf & .dwg)
- Cost estimate (.pdf and .xlsx)

Task 6 – 100% Designs

Waterways will review comments received from the Project Team and the permitting agencies on the 65% Drawings and will incorporate revisions into the 100% Drawings, where appropriate. The 100% Specifications will include all technical specifications for the project, provided in CSI format. The 100% Drawings and Specifications will be provided as drafts for one (1) round of comments prior to preparing final products. The final products will be at a suitable level to competitively bid and construct the project.

Deliverables:

- Design drawings: (.pdf & .dwg)
- Cost Estimate: (.pdf and .xlsx)
- Technical specifications: (.pdf & MSWord)
- Printed and/or wet-signed copies of design documents will be prepared at Client's request and billed at our standard rates (Attached).

Task 7 – Permit Scoping

Waterways will reach out to the resource agencies (i.e. CDFW, RWQCB and Army Corps) to discuss the project and inquire as to what type of approvals/permits and environmental documents (e.g. biological assessment, CEQA) will be required for the proposed project. Our history with the project will be explained to agency staff, including our role in the long-term project monitoring and adaptive management associated with the project. The agencies will be invited to attend an onsite meeting with the City and Waterways so they can see the area first hand and understand the opportunities and constraints that will guide the stabilization design. We hope the permitting/approval process will be simplified by these upfront conversations. As described above, the meeting would occur during the mapping effort, prior to any design work, so that we understand agency staff concerns prior to design preparation.

This task does not include preparation of permit applications or any studies (e.g. biological, cultural, CEQA) that may be required to gain approval for proposed stabilization measures. Once we have met with the agencies and understand their concerns and requirements we can assist the City with determining the most efficient path to move forward. At that time a budget amendment will be prepared for project permitting.

Proposed Cost

All work will be performed on a time and materials basis, with a total project budget not to exceed our estimate, without prior written approval of the Client. Refer to attached Exhibit B for a detailed breakdown of our anticipated budget.

Delivery Schedule

If additional time is needed due to additional work requests or meetings, an updated schedule will be provided to the City.

Permit Scoping:

December 1st – January 2nd

Complete Topographic Mapping and Basemap Prep:

January 15th - This date will be dependent on Resource Agency's staff availability for an onsite

meeting. The project budget includes one meeting to review site conditions and discuss what type of approvals/permits and environmental documents [e.g. biological assessment, CEQA, etc.] will be required at the time the mapping is completed. If this date is modified the timing of tasks following it will need to be adjusted accordingly.

Submit 65% Designs:

February 15th

Receive comments on 65% Designs from City:

March 15th

Submit 100% Designs:

This date will be dependent on the permitting/approvals required by the agencies. 65% designs will be used for permitting and the comments received from the agencies on the 65% designs will be incorporated into the 100% designs.

Additional Services

Waterways will be available for additional services on a time and materials basis, at prevailing rates. Additional services are defined as those that are not specifically identified under the scope of proposed services or those that are required as a result of unforeseen circumstances that arise during the permitting process.

Standard Provisions

1. Waterways shall not be held responsible for the accuracy of existing mapping or data collection performed by others and made available by the Client. If existing products made available by others are found to be inaccurate or incomplete, during the process of our work, our budget, scope, and/or schedule shall be adjusted to account for unexpected expenses or delays incurred as a result of these deficiencies.

2. Waterways Consulting does not provide boundary surveying services. Our scope of services excludes boundary surveying, unless otherwise stated in the scope and budget. When these services are offered by Waterways, it is through a Subconsultant, and will be explicitly identified as such.

3. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Waterways and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

4. After Client's acceptance of the preliminary drawings (30% level of completion), should new information, changed conditions, agency/public comments on the preliminary drawings, or other factors require additional mapping, data collection, graphic modifications, or conceptual changes, the budget may need to be amended to cover these unanticipated costs.

5. The Client shall be responsible for obtaining all necessary easements for both temporary construction-related access and for permanent access and parking, where required.

6. All permitting shall be handled by the Client. Waterways will be available for permitting assistance on a time and materials basis, at the firm's prevailing hourly rates. If permitting agencies request submittal of design reports, detailed hydraulic modeling or calculations, beyond what is deemed by Waterways to be necessary to complete the design, this work will be considered extra, unless specifically outlined in the scope of services.

7. Where the Waterways scope includes preparation of specifications, Waterways will only be responsible for preparation of technical specifications. The Client shall prepare general and front end provisions for the project, if required.

8. Costs have been allocated to individual tasks to determine the total estimated budget. Waterways may reallocate costs among tasks, as needed, as long as the total price is not exceeded for the scope of work proposed, without previous written authorization from the Client.

9. Photocopy and plotting costs are included in the proposed Waterways' price for preliminary and final drawings and specifications in the number of copies shown in the scope of work. The costs of reproduction of publicly distributed draft and final copies will be a vendor charge, which will be billed directly to the Client. Therefore, this cost is not reflected in the proposed

Waterways' price. This approach will be more cost effective for the Client, as it will reduce the Waterways' administrative costs.

10. If Waterways, pursuant to this agreement, produces drawings, specifications, or other documents and/or performs field services, and such drawings, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required will be paid for by Client as extra services.

11. Waterways will not be held responsible for the performance of other project team members contracted directly by the Client. Waterways' fees will not be withheld as a result of unacceptable performance on the part of others.

12. Schedules, Budgets, and Estimates of Cost: Any schedules or completion dates, budgets, or estimates of cost prepared by Waterways represent Waterways' professional judgment based on its experience and available information. Since neither Waterways nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding, permit requirements, or market conditions, Waterways cannot and does not warrant or represent that actual schedules or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Waterways or proposed, established, or approved by Client.

13. Our design services are not typically performed to meet a specific total project cost, as cost is often beyond our control. When an anticipated project budget is expected to guide the design scope of work, this expectation should be included in the Agreement.

14. If the scope of services includes Waterways' assistance in applying for governmental permits or approvals, this work does not include the preparation of additional studies or analysis requested by governmental agencies and not specifically included in our scope (e.g., archeological investigations, wetland delineations, geologic studies, etc.). Waterways' assistance with permit preparation and/or submittal will not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

15. Waterways makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and will not be responsible for any liability that may arise out of performing or failure to perform soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

16. If the scopes of services to be provided by Waterways pursuant to the terms of this agreement includes the preparation of grading drawings but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Waterways for such services pursuant to this agreement.

17. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with the agreement.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Waterways nor the presence of Waterways employees or sub consultants at a construction site shall relieve the contractor and its subcontractors of their responsibilities including, not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

19. Waterways does not provide geotechnical engineering services. If required, these services will be provided by others under a separate agreement with the Client.

20. Our scope of services does not include preparation of a no-rise analysis or certification, CLOMR, or LOMR, unless specifically outlined in the scope of work.

21. Design services do not include preparation of a "Design Report" for Client or agency review, unless specifically noted in the scope of services. If the Client requests the preparation of a design report, or the re-formatting of our internal design calculations for submittal to agencies, these services will be performed on a time and materials basis.

22. If the scope of services includes Waterways' assistance in developing designs to place large woody debris within a waterway capable of mobilizing these materials, Client acknowledges that these materials have the potential to be relocated by large floods, unless constructed with mechanical anchoring devices, such as cable or chain. Client acknowledges that this type of approach is undertaken with the inherent knowledge that placing a buoyant structure in a dynamic environment may result in failure of the structure, for reasons beyond the control of the engineer.

23. Waterways will have no responsibility for the discovery, presence, handling, removal or disposal of hazardous or toxic materials or substances in any form at Project sites, including but not limited to, asbestos, asbestos products or polychlorinated biphenyl (PCB) except for such hazardous or toxic materials or substances introduced on to the project site by Waterways or any damage or injuries resulting from Waterways' negligence.

24. When hazardous or toxic materials or substances are known, assumed or suspected to exist at a site, Client shall take appropriate precautions to protect health and safety of Waterways' personnel, to comply with applicable laws and regulations, and to follow procedures that Client

deems prudent to minimize physical risks to employees and the public. Client shall inform Waterways of any hazardous or toxic materials or substances known by Client to exist at a Project site on which Waterways is providing services.

25. If during the performance of Services on a project, Waterways discovers the existence of unanticipated toxic or hazardous materials or substances which are unsafe and present a risk to Waterways personnel, Waterways may, and without liability therefore, suspend further Services on the project and shall notify Client of Waterways' decision and the reason for suspension of Services.

26. If the scope of services to be provided by Waterways pursuant to the terms of this agreement includes construction observation services, Waterways is not responsible for: continuous inspection or supervision, construction means and methods, project site safety, or contractor's failure to perform. Waterways is not authorized to stop the work of the Contractor or to approve changes to the designs. Waterways may make recommendations during construction, based on unforeseen conditions that could result in Owner-approved changes to the work as shown on the permitted design documents. If such changes are approved by the Owner and implemented by the Contractor, Waterways makes no guaranty that modifications will be acted upon favorably by any governmental agency.

27. Use of Work Product. Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction. Client may use preliminary products for permit review submittals. However, Client is advised that design details may change as designs are finalized. Waterways cannot be held liable for the cost of additional permitting effort or project delays that may result from these changes.

28. The regulatory climate is constantly changing, and expert opinion may differ on the presence and extent of, and potential impacts to, biological resources on a project site. Waterways can only provide our best professional judgment regarding biological resource issues and our interpretation of those resources in the regulatory climate as we understand it. Government regulatory agencies make the final determination regarding the presence and extent of, and potential impacts to, biological resources on a project site. Impacts to sensitive or special-status biological resources without regulatory agency approval may lead to enforcement actions. The landowner assumes responsibility for all actions conducted on the land that may lead to enforcement actions by government agencies. Agency and public concerns cannot be predicted regarding the proposed project. Waterways is not responsible for unforeseen circumstances that may require additional field work, agency consultation, and/or public hearings. If additional services are necessary, Waterways will be available to provide them under an amended scope and budget.

29. Additional Services often Include:

- Services beyond the scope of services in the agreement.
- Services which need to be provided beyond the time schedule set forth in the agreement.
- Services required as a result Client providing incomplete or incorrect project information.
- Services related to redesigning documents or rebidding contracts due to no fault of Engineer.
- Services related to making revisions to drawings and specifications occasioned by substituting materials or equipment.
- Reproduction of reports drawings, and specifications, except as provided under scope of services.
- Providing renderings or models.
- Additional or extended services made necessary by defective, negligent or delayed work by prime contractors or others.
- Additional or extended services during construction made necessary by the acceleration of the progress schedule involving services beyond normal working hours.
- Evaluation of claims or providing testimony in connection with a hearing, arbitration, or litigation.

EXHIBIT B

Sulphur Creek Erosion Repair

		Principal Engineer	Senior Engineer	Staff Engineer	Survey Crew	Budget Allocation
		(Weld)	(Zacharia)	(Baker)	(2 person)	
#	Task Description	\$170	\$140	\$120	\$275	
1	Project Administration	2	8			\$1,460
2	Meetings	2	5			\$1,040
3	Topographic Mapping and Basemap Preparation	1	4	8	12	\$4,990
4	Hydrology and Hydraulic Modeling	2	4	8		\$1,860
5	65% Designs and Cost Estimate	4	24	40		\$8,840
6	100% Designs, Specifications and Estimate (Draft and Final)	2	20	32		\$6,980
7	Permit Scoping	2	14			\$2,300
8	Contingency					\$10,000
Sub Total						\$37,470.00

Direct Expenses	Allocation
Office Expenses	\$100.00
Field Supplies (disposable)	\$50.00
Mileage (@ \$.545/mile)	\$152.60
10% service charge on direct expenses	\$30.26
Subtotal	\$332.86
Total	\$37,802.86



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving out-of-state travel for Firefighter Nick Solakian and Firefighter Jose Rodriguez to attend the design meeting for the St. Helena Fire Department's Type 6 engine in New London, Wisconsin, December 12-15, 2018.

CEQA Determination: Not a CEQA project

Prepared By: John Sorensen, Fire Chief

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The St. Helena Volunteer Fire Department Association (Association) determined in 2017 that the department was in need of a new Type 6 Engine (used primarily for wildland fire calls). The funds to purchase a new Type 6 Engine were successfully raised through donations and the Lobster Feed Fundraiser in 2018. The design and customization will be performed by EJ Metals out of New London, Wisconsin. To ensure that the design meets the needs of our department, two of our most experienced Firefighters were selected to aid in the design and specification process.

DISCUSSION

The Association is paying 100% of the costs associated with the Type 6 Engine and travel costs associated with travel to New London, Wisconsin, including lodging and meals. The City will be responsible paying the daily wages of the two firefighters selected to go.

City Council Resolution 85-44 requires City Council approval for staff out-of-state travel.

FISCAL IMPACT

Salary costs to attend the Type 6 engine design meeting are included in the FY 2018-2019 Fire Department budget.

RECOMMENDED ACTION

Staff recommends City Council adopt the resolution approving out-of-state travel for Firefighters Nick Solakian and Jose Rodriguez to attend the Type 6 Engine Design Meeting with EJ Metals in New London, Wisconsin, December 12-15, 2018.

ATTACHMENTS

[Resolution 2018-xx Out-of state travel solakian & rodriguez](#)

CITY OF ST. HELENA

RESOLUTION NO. 2018-_____

RESOLUTION AUTHORIZING

RECITALS

- A. City Council Resolution 85-44 requires City Council approval for staff for out-of-state travel; and
- B. EJ Metals is hosting a design meeting for The St. Helena Fire Department's new Type 6 Engine; and
- C. The meeting will be held December 12-15, 2018 in New London, Wisconsin; and
- D. Attending the meeting is necessary in the design and functionality of the new engine; and
- E. Firefighters Nick Solakian and Jose Rodriguez have been selected to attend the design meeting; and
- F. Salary costs to attend the meeting are available in the Fire Department's FY 2018/19 budget; and
- G. Travel costs, including airfare, rooming and meals will be paid by the St. Helena Volunteer Fire Department Association.

RESOLUTION

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

- 1. Approves the out-of-state travel for Firefighters Nick Solakian and Jose Rodriguez to Attend a design meeting for a new Type 6 engine in New London, Wisconsin, December 12-15, 2018.

Approved at a Regular Meeting of the St. Helena City Council on December 11, 2018, by the following vote:

Mayor: _____

Vice Mayor : _____

Councilmember: _____

Councilmember: _____

Councilmember: _____

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving temporary closure of Adams Street and authorizing possession of open alcoholic beverages on those public streets for the 2019 Inaugural Neighborhood Community Table Event scheduled for May 11, 2019 from approximately 5:00 p.m. to 9:00 p.m.

CEQA Determination: Categorically Exempt, Section 15323

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The St. Helena Hospital Foundation, Nimbus Arts and the St. Helena Chamber of Commerce are planning an inaugural Neighborhood Community Table event to bring the community together in the spirit of health and connection. The Neighborhood Community Table Event is anticipated to become an annual event.

The event will require a temporary closure of Adams Street, east of Library Lane to the dead end. The closure would occur from May 10th, 2019 at 6:00 p.m. to May 12th, 2019 at 6:00 p.m. with some local access to allow for set up and tear down with the actual dinner taking place on May 11th, 2019 from approximately 5:00 p.m. to 9:00 p.m. The closure would allow for the event and open alcoholic beverages for the duration of the meal event only. The event organizers would be responsible for securing an ABC license for providing alcohol at the event.

DISCUSSION

The Chamber of Commerce will be taking the lead on communicating and coordinating with all adjacent businesses on the south side of Adams Street once an encroachment

permit is approved to ensure alternate access for any commercial driveways affected by the road closure throughout the event.

The event will include large rentals such as executive restrooms, dining tables, and chairs that will begin setup on Friday evening and Saturday morning. There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the actual dinner event. The event itself will be a family style dinner catered by Tre Posti and wine will be served. While the ticket price has not been finalized yet, there will be two tiers in order to make the event accessible to the entire community. The clean-up and pickup will be completed on Sunday, May 12th by 6:00 p.m. The event organizers will be utilizing their own staff and volunteers for the entirety of the event.

The event will require a permit from the Police Department if amplified music is being utilized and will require security should the gathering be planned for an excess of 250 people.

The event organizers will continue to coordinate and update City staff members from the Police and Public Works Departments and follow through with any additional requirements that staff may have for the actual event.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Approve Resolution authorizing temporary closure of Adams Street, east of Library Lane from May 10, 2019 at 6:00 p.m. to May 12, 2019 at 6:00 p.m.

ATTACHMENTS

[Permit Application](#)

[Community Table - Resolution](#)



City of St. Helena
Public Works Department
St Helena, Ca. 94574

August 29th, 2018

Neighborhood Community Table activity outline for May 11th, 2019

The Neighborhood Table is presented by St. Helena Hospital Foundation and St. Helena Chamber of Commerce to bring the community together in the spirit of health and connection, while bringing awareness to the Hospital's mission and animating downtown St. Helena. This project is a collaboration to highlight the work being done by dynamic health and community visionaries who are committed to investing in each of us and our well-being, so that we may heal and create our most vital and connected lives.

To symbolize this idea we will work with Nimbus Arts on 2 public sculptures created by our community. This mosaic activity will culminate in two community mosaic sculptural works, to be placed in downtown St. Helena and the Adventist Health Hospital grounds. This work will provide a thoughtful monument to represent our community connection, a sense of welcome, wellness, and hope for the future.

These collaborative activities will be carried out with the local hospital and health organizations, service groups, community & art centers, and schools, resulting in large-scale community-made sculptural mosaic works.

ENCROACHMENT PERMIT APPLICATION

Public Works Department
1572 Railroad Ave.
St. Helena, CA 94574
(707) 968-2658



OFFICE USE ONLY

Encroachment Permit #: _____

Expiration Date: _____

For Additional Information, or Forms and Documents Please Visit the Public Works Website @ <http://www.cityofstheleena.org/publicworks>

Property and Work DescriptionSite Address: 999 Adams — 899 AdamsRelated Building Permit Number _____ Work/Event Description: Neighborhood Community Table

Partnership with St. Helena Chamber of Commerce, St. Helena Hospital Foundation
 & Nimbus Arts

DIAGRAM OF PROPOSED ACTIVITY attach additional sheet if necessary

Street Closure

See attached photo

Adams Street to the end

corner of Library Lane at Adams
street in Blue

Estimated Start Date May 10th 6:00pm
2019

Estimated Completion Date May 12
2019 6:00pm

Property Owner IOwner Name: City of St. HelenaAddress: 1480 Main StreetCity: St. Helena State: CA Zip: 94574Email: ccook@cityofstheleena Phone #: 707-968-2658**Contractor/Applicant**

All communication from our office will be made to this person via email

Company Name: St. Helena Chamber of Commerce Contact Name: Susan M Dwyer

Contractor License#: _____ Expires: _____

City of St. Helena Business License #: 12021 Expires: 1/31/2019Address: 1320 A Main StreetCity: St. Helena State: CA Zip: 94574Email: susan@stheleena.com Phone #: 707-963-4456

Applicant Check Off List Permit fees are due at the time of application and are NON REFUNDABLE . <i>Incomplete submittals will not be accepted. Encroachment Permit applications are reviewed on a weekly basis. Please allow up to TWO (2) weeks for approval.</i>									
Check Off Major \$500.00 fee paid Proof of Insurance Coverage Copy of Civil Plans for Related Building Permit Traffic Control Plans Site Plans USA Tag #	Check Off Minor \$200.00 fee paid Proof of Insurance Coverage Copy of Civil Plans for Related Building Permit Traffic Control Plans Site Plans								
Conditions: _____									
Standards Attached: _____									
Street Supervisor Approval Signature: _____ Date: _____									
Water Supervisor Approval Signature: _____ Date: _____									
Minimum Insurance Requirements; <table> <tr> <td>General Liability</td> <td>Major Permit 2 Million General Liability/4 million Aggregate</td> </tr> <tr> <td></td> <td>Minor Permit 1 Million General Liability/2 million Aggregate</td> </tr> <tr> <td>Auto Liability</td> <td>Major/Minor Permit 1 Million Auto Liability</td> </tr> <tr> <td>Workers Comp</td> <td>Required</td> </tr> </table> <i>Special Circumstances May Arise Which Could Cause Changes to These Guidelines</i> Attach Certificate of Insurance (COI) and Endorsements The language in the Description section (bottom middle) must state the following: "The City of St. Helena, its agents, officers, officials, employees and volunteers" are named as additionally insured."		General Liability	Major Permit 2 Million General Liability/4 million Aggregate		Minor Permit 1 Million General Liability/2 million Aggregate	Auto Liability	Major/Minor Permit 1 Million Auto Liability	Workers Comp	Required
General Liability	Major Permit 2 Million General Liability/4 million Aggregate								
	Minor Permit 1 Million General Liability/2 million Aggregate								
Auto Liability	Major/Minor Permit 1 Million Auto Liability								
Workers Comp	Required								
Disclosure Statement NOTICE: This application will expire in 180 days from the date of submission if the permit is not pursued in good faith. The permit will expire if work is not started in 180 days or if work is abandoned for more than 180 days. A request for an extension of time must be submitted, in writing, to the Public Works Department within 180 days of issuance, or 180 days from the last approvable inspection. Permit fees are due at the time of application and are NON REFUNDABLE. Incomplete submittals will not be accepted. I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THE PERMIT IS ISSUED WILL ADHERE TO THE CITY OF ST. HELENA CITY STANDARDS. I (We) agree to save, indemnify, and hold harmless the City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers against judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit Signature: <u><i>[Signature]</i></u> Date: <u><i>August 29th, 2018</i></u> ☐ Owner ☐ Contractor <u><i>St Helena Chamber of Commerce</i></u>									





STHELEN-07

AGELARDI

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/05/2018

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 have ADDITIONAL INSURED provisions or 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 Malloy Imrie & Vasconi Insurance Services, LLC 899 Adams Street Suite C St. Helena, CA 94574	CONTACT NAME: PHONE (A/C, No, Ext): (707) 963-2777 FAX (A/C, No): (707) 963-4073 E-MAIL ADDRESS: myagency@mivinsurance.com														
INSURED St. Helena Chamber of Commerce 1320 A Main Street St. Helena, CA 94574	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nova Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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 : Nova Casualty Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

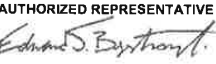
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	CF1-ML-10001310-00	06/24/2018	06/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CF1-ML-10001310-00	06/24/2018	06/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CF1-UM-10000274-00	06/24/2018	06/24/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of St. Helena, its Officers, Officials, Employees, Agents and Volunteers are named as additional insured on the general liability as required by written contract per form CG 20 26 06 13. This insurance is primary and waiver of subrogation is included as required by written contract per policy form AGL09340716. Proof of Hired and Non Owned Auto Liability and Umbrella Liability is also provided.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helena, its Officers, Officials, Employees and Volunteers 1480 Main Street Saint 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 
---	---

ACORD 25 (2016/03)

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POLICY NUMBER: CF1-ML-10001310-00

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**CITY OF ST. HELENA, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS
1480 MAIN ST
SAINT HELENA, CA 94574-1854

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF ST. HELENA

RESOLUTION NO. 2018 -

**APPROVING TEMPORARY CLOSURE OF ADAMS STREET FOR THE
MAY 11, 2019 NEIGHBORHOOD COMMUNITY TABLE EVENT AND
AUTHORIZING POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON
THOSE PUBLIC STREETS**

RECITALS

- A. The St. Helena Hospital Foundation, Nimbus Arts and St. Helena Chamber of Commerce are planning an inaugural Neighborhood Community Table event to bring the community together in the spirit of health and connection;
- B. The Neighborhood Community Table Event is anticipated to become an annual event;
- C. The St. Helena Public Works Department has requested temporary closure of Adams Street from East of Library Lane to the dead end of Adams Street for the event;
- D. Closure of the City street in the area will provide space for event activities;
- E. Vendors will request authorization to sell beer and/or wine at the event. St. Helena Municipal Code Section 9.04.010 authorizes the Council, by permit, to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot;
- F. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer of employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Neighborhood Community Table Event outweigh the anticipated inconvenience to the neighborhood and citizens generally, and authorize closure of:
 - Adams Street from East of Library Lane to the dead end of Adams Street from May 10th, 2019 at 6:00 pm to May 12th, 2019 at 6:00 pm with some local access to allow for set up and tear down with the actual dinner taking place on May 11th, 2019.
2. The possession of open container of beer and/or wine is permitted on public streets and parking lots encompassed by this event.
3. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.
4. The City insurance policy covers this event at no additional cost to the City.
5. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting of the St. Helena City Council on December 11, 2018 by the following vote:

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

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzafoopoulos, City Clerk



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: Consent

Subject: Consideration and proposed approval of a Resolution accepting the certification of the vote for the November 6, 2018 St. Helena General Municipal Election

CEQA Not a CEQA project
Determination:

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Council adopted Resolution 2018-73 on June 12, 2018 calling and giving notice of a General Municipal Election on November 6, 2018.

DISCUSSION

A General Municipal Election was held and conducted in the City of St. Helena, on Tuesday, November 6, 2018, as required by law. Two Mayoral candidates included incumbent Alan Galbraith and Geoff Ellsworth; two uncontested Council Member candidates included incumbent Paul Dohring and Anna Chouteau; and Measure E, a 1% local Transient Occupancy Tax dedicated to housing programs and services.

On December 4, 2018, the Napa County Registrar of Voters canvassed the vote and certified the final count, the results are attached as "Exhibit A". Paul Dohring and Anna Chouteau were successful in their bids for four-year term Council seats; Geoff Ellsworth was successful in his bid for Mayor for a two year-term; and Measure E passed.

Elections Code 10263 provides that upon completion of the canvass and before installing the new officers, the governing body shall adopt a resolution reciting the fact of the election of other matters that are enumerated in Election Code 10264 as follows:

As soon as the result of the election is declared, the elections official of the governing body shall enter on its records a statement of the result:

The statement shall show:

- a. The whole number of votes cast in the city.
- b. The names of the persons voted for.
- c. The measures voted upon.
- d. For what office each person was voted for.
- e. The number of votes given at each precinct to each person and for and against each measure.
- f. The number of votes given in the city to each person and for and against each measure.

FISCAL IMPACT

The FY 2018/19 Adopted Budget includes \$35,000 for Election Expenses. The actual costs for the consolidation of the election are not known at this time.

RECOMMENDED ACTION

Adopt the resolution accepting the certification of the vote for Mayor, Council Members and Measure E.

ATTACHMENTS

[November Election Certification Reso](#)

[November Election Certification Reso Exhibit A](#)

CITY OF ST. HELENA

RESOLUTION NO. 2018-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON
NOVEMBER 6, 2018, DECLARING THE RESULT AND SUCH OTHER MATTERS AS
REQUIRED BY LAW THEREBY DETERMINING THAT GEOFF ELLSWORTH IS
ELECTED TO THE OFFICE OF THE MAYOR, ANNA CHOUTEAU AND PAUL
DOHRING HAVE BEEN ELECTED TO THE OFFICE OF THE CITY COUNCIL OF THE
CITY OF ST. HELENA AND THAT MEASURE E – A BALLOT MEASURE KNOWN
AS THE “INCREASE IN TRANSIENT OCCUPANCY TAX” WERE APPROVED BY
THE VOTERS**

RECITALS

- A. Regular General Municipal Election was held and conducted in the City of St. Helena, County of Napa, State of California, on Tuesday, November 6, 2018 as required by law; and
- B. At said election, in accordance with applicable law, votes were received and canvassed and the results determined; and
- C. Notice of said election was given in time, form, and manner as provided by law; candidates were nominated to fill the vacancies as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes cast, received and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Election Code of the State of California; and

RESOLUTION

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

- 1. The results of the General Municipal Election held on November 6, 2018 shall be entered into the record through the adoption of this resolution.
- 2. That a complete and correct copy of the results of said election as canvassed and certified by the office of John Tuteur, County Registrar of Voters, is attached “Exhibit A” and shows:
 - a. One candidate, Geoff Ellsworth, was elected to serve a two-year term as Mayor.
 - b. Two candidates, Anna Chouteau and Paul Dohring, were elected to serve four-year terms as Council Members.
 - c. As a result of the election, a majority of the voters voting on Measure E relating to Increase in Transient Occupancy Tax did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.
- 3. That the City Clerk is hereby directed to provide a certified copy of this resolution to the Office of the County Registrar of Voters.

4. The City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

Approved and adopted at a Regular Meeting of the St. Helena City Council on December 11, 2018, by the following vote:

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

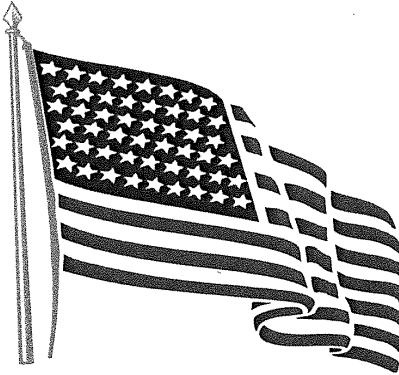
APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Tzafoopoulos, City Clerk

Exhibit A



STATEMENT OF VOTES CAST

NOVEMBER 6, 2018

CANVASS AND STATEMENT OF VOTE FOR THE FOLLOWING OFFICE(S):

MAYOR & CITY COUNCIL OF ST. HELENA

I HEREBY CERTIFY THAT ON DECEMBER 4, 2018 THE OFFICIAL CANVASS WAS COMPLETED FOR THE GENERAL ELECTION HELD ON NOVEMBER 6, 2018 IN THE COUNTY OF NAPA. THE TOTAL NUMBER OF VOTES CAST IN THE RESPECTIVE PRECINCTS IS ATTACHED AND THE TOTALS AS SHOWN ARE TRUE AND CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THIS 4th DAY OF DECEMBER 2018.

JOHN TUTEUR
REGISTRAR OF VOTERS

A handwritten signature of John Tuteur, written in cursive, positioned over a horizontal line.

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

City of St Helena Mayor

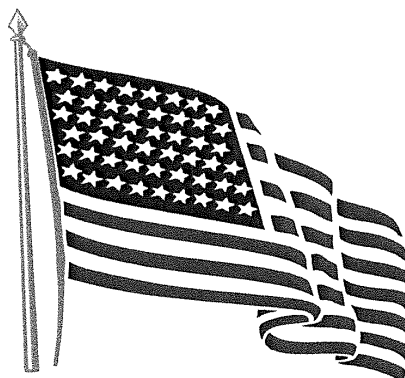
Precinct	Registered Voters	Voters Cast	% Turnout	GEOFF ELLSWORTH	ALAN GALBRAITH	Total Votes
332601	814	636	78.13%	347	251	598
332602	527	427	81.02%	174	230	404
332603	699	588	84.12%	249	316	565
332604	676	547	80.92%	275	236	511
332605	454	338	74.45%	168	136	304
332606	271	245	90.41%	123	108	231
CALIFORNIA	3,441	2,781	80.82%	1,336	1,277	2,613
SUPERVISOR DISTRICT 3	3,441	2,781	80.82%	1,336	1,277	2,613
CITY OF ST HELENA	3,441	2,781	80.82%	1,336	1,277	2,613

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

City of St Helena City Council

Precinct	Registered Voters	Voters Cast	% Turnout	ANNA CHOUTEAU	PAUL DOHRING	Total Votes
332601	814	636	78.13%	382	357	739
332602	527	427	81.02%	287	269	556
332603	699	588	84.12%	395	372	767
332604	676	547	80.92%	347	304	651
332605	454	338	74.45%	204	162	366
332606	271	245	90.41%	153	135	288
CALIFORNIA	3,441	2,781	80.82%	1,768	1,599	3,367
SUPERVISOR DISTRICT 3	3,441	2,781	80.82%	1,768	1,599	3,367
CITY OF ST HELENA	3,441	2,781	80.82%	1,768	1,599	3,367



STATEMENT OF VOTES CAST

NOVEMBER 6, 2018

**CANVASS AND STATEMENT OF VOTE FOR THE FOLLOWING
MEASURE(S):**

**MEASURE D- CITY OF CALISTOGA 1% TOT
MEASURE E- CITY OF ST. HELENA 1% TOT
MEASURE F- CITY OF NAPA 1% TOT
MEASURE H- CITY OF AMERICAN CANYON 1% TOT
MEASURE I- NAPA COUNTY 1% TOT
MEASURE R- TOWN OF YOUNTVILLE
MEASURE S- TOWN OF YOUNTVILLE 1% TOT**

I HEREBY CERTIFY THAT ON DECEMBER 4, 2018 THE OFFICIAL CANVASS WAS COMPLETED FOR THE GENERAL ELECTION HELD ON NOVEMBER 6, 2018 IN THE COUNTY OF NAPA. THE TOTAL NUMBER OF VOTES CAST IN THE RESPECTIVE PRECINCTS IS ATTACHED AND THE TOTALS AS SHOWN ARE TRUE AND CORRECT.

**IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
SEAL THIS 4th DAY OF DECEMBER 2018.**

**JOHN TUTEUR
REGISTRAR OF VOTERS**

A handwritten signature of John Tuteur, written in ink, positioned over a horizontal line. The signature is stylized and appears to be "John Tuteur".

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE D

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
343701	922	674	73.10%	477	145	622
343702	413	327	79.18%	243	65	308
343703	419	330	78.76%	249	62	311
343704	368	247	67.12%	191	45	236
343705	374	281	75.13%	229	38	267
CALIFORNIA	2,496	1,859	74.48%	1,389	355	1,744
SUPERVISOR DISTRICT 3	2,496	1,859	74.48%	1,389	355	1,744
CITY OF CALISTOGA	2,496	1,859	74.48%	1,389	355	1,744

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE E

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
332601	814	636	78.13%	482	108	590
332602	527	427	81.02%	322	81	403
332603	699	588	84.12%	435	125	560
332604	676	547	80.92%	439	76	515
332605	454	338	74.45%	242	69	311
332606	271	245	90.41%	192	42	234
CALIFORNIA	3,441	2,781	80.82%	2,112	501	2,613
SUPERVISOR DISTRICT 3	3,441	2,781	80.82%	2,112	501	2,613
CITY OF ST HELENA	3,441	2,781	80.82%	2,112	501	2,613

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE F

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
121131	168	131	77.98%	84	31	115
121132	489	319	65.24%	199	96	295
121133	600	363	60.50%	273	63	336
121134	248	183	73.79%	118	54	172
121135	615	459	74.63%	323	101	424
121136	743	581	78.20%	389	150	539
121151	271	176	64.94%	132	34	166
121152	948	776	81.86%	495	222	717
121153	183	129	70.49%	86	31	117
121154	84	66	78.57%	43	14	57
121155	282	169	59.93%	111	43	154
121156	417	322	77.22%	212	81	293
121157	431	302	70.07%	215	70	285
121158	527	406	77.04%	283	98	381
121161	380	302	79.47%	154	125	279
121162	629	511	81.24%	302	149	451
121221	264	179	67.80%	124	38	162
121222	76	53	69.74%	41	8	49
121223	110	75	68.18%	57	14	71
121231	36	25	69.44%	17	6	23
121232	237	180	75.95%	132	31	163
121233	635	477	75.12%	348	88	436
121234	524	375	71.56%	272	73	345
121235	432	322	74.54%	226	69	295
121236	405	337	83.21%	240	78	318
121237	102	44	43.14%	26	11	37
121238	556	357	64.21%	258	76	334
121239	567	406	71.60%	286	89	375
121431	683	539	78.92%	321	175	496
121551	152	113	74.34%	84	24	108
121552	233	155	66.52%	101	44	145
121751	341	300	87.98%	219	69	288
121752	645	537	83.26%	325	170	495
221161	302	249	82.45%	161	71	232
221162	461	373	80.91%	231	113	344
221163	362	291	80.39%	173	85	258
221231	329	239	72.64%	190	34	224
221232	368	287	77.99%	192	74	266

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE F

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
421471	2,009	1,540	76.66%	969	432	1,401
421521	8	2	25.00%	1	-	1
421571	790	521	65.95%	340	133	473
421671	709	501	70.66%	293	157	450
521141	881	632	71.74%	442	134	576
521142	897	691	77.03%	475	163	638
521221	246	202	82.11%	147	38	185
521222	134	103	76.87%	72	17	89
521223	700	543	77.57%	394	113	507
521224	487	422	86.65%	299	91	390
521225	214	191	89.25%	121	49	170
CALIFORNIA	43,287	32,042	74.02%	21,263	8,241	29,504
SUPERVISOR DISTRICT 1	13,013	9,669	74.30%	6,496	2,425	8,921
SUPERVISOR DISTRICT 2	15,207	11,483	75.51%	7,411	3,170	10,581
SUPERVISOR DISTRICT 3	1,012	734	72.53%	475	223	698
SUPERVISOR DISTRICT 4	10,496	7,372	70.24%	4,931	1,818	6,749
SUPERVISOR DISTRICT 5	3,559	2,784	78.22%	1,950	605	2,555
CITY OF NAPA	43,287	32,042	74.02%	21,263	8,241	29,504

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE H

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
561141	14	10	71.43%	5	2	7
561340	2,149	1,359	63.24%	853	406	1,259
561341	30	18	60.00%	11	4	15
561342	1,386	907	65.44%	543	292	835
561343	1,100	665	60.45%	385	232	617
561344	839	536	63.89%	301	203	504
561345	1,201	760	63.28%	466	237	703
561346	1,186	727	61.30%	472	210	682
561347	1,074	681	63.41%	441	192	633
561348	225	122	54.22%	79	36	115
561349	2,062	1,226	59.46%	766	372	1,138
SUPERVISOR DISTRICT 5	11,266	7,011	62.23%	4,322	2,186	6,508
CITY OF AMERICAN CANYON	11,266	7,011	62.23%	4,322	2,186	6,508

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE I

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
111131	409	267	65.28%	160	95	255
111151	49	43	87.76%	27	9	36
111152	436	325	74.54%	194	116	310
111431	22	19	86.36%	9	8	17
111751	106	77	72.64%	45	22	67
111752	273	222	81.32%	138	76	214
121131	168	131	77.98%	91	30	121
121132	489	319	65.24%	197	106	303
121133	600	363	60.50%	285	65	350
121134	248	183	73.79%	115	59	174
121135	615	459	74.63%	333	105	438
121136	743	581	78.20%	390	165	555
121151	271	176	64.94%	136	33	169
121152	948	776	81.86%	502	231	733
121153	183	129	70.49%	86	34	120
121154	84	66	78.57%	45	16	61
121155	282	169	59.93%	118	44	162
121156	417	322	77.22%	223	84	307
121157	431	302	70.07%	219	76	295
121158	527	406	77.04%	281	104	385
121161	380	302	79.47%	168	119	287
121162	629	511	81.24%	310	161	471
121221	264	179	67.80%	126	41	167
121222	76	53	69.74%	42	8	50
121223	110	75	68.18%	56	12	68
121231	36	25	69.44%	18	6	24
121232	237	180	75.95%	136	34	170
121233	635	477	75.12%	353	92	445
121234	524	375	71.56%	282	69	351
121235	432	322	74.54%	227	73	300
121236	405	337	83.21%	251	68	319
121237	102	44	43.14%	25	14	39
121238	556	357	64.21%	247	82	329
121239	567	406	71.60%	281	94	375
121431	683	539	78.92%	343	169	512
121551	152	113	74.34%	85	25	110
121552	233	155	66.52%	103	42	145
121751	341	300	87.98%	221	69	290
121752	645	537	83.26%	340	166	506
211161	64	48	75.00%	30	12	42

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE I

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
312401	7	3	42.86%	2	1	3
312601	151	116	76.82%	65	44	109
312602	324	260	80.25%	185	64	249
312701	90	61	67.78%	30	26	56
312702	58	42	72.41%	23	19	42
312703	4	3	75.00%	1	2	3
312704	159	140	88.05%	82	50	132
312705	393	311	79.13%	211	80	291
312706	265	214	80.75%	163	39	202
312707	278	212	76.26%	153	43	196
312708	431	324	75.17%	215	94	309
312709	380	286	75.26%	184	84	268
313701	485	392	80.82%	260	106	366
313702	254	205	80.71%	135	61	196
314701	1,842	1,286	69.82%	824	404	1,228
315701	217	136	62.67%	85	44	129
315702	222	166	74.77%	91	66	157
321671	536	369	68.84%	236	124	360
321672	476	365	76.68%	247	106	353
332601	814	636	78.13%	474	119	593
332602	527	427	81.02%	321	82	403
332603	699	588	84.12%	427	139	566
332604	676	547	80.92%	431	88	519
332605	454	338	74.45%	233	74	307
332606	271	245	90.41%	187	48	235
343701	922	674	73.10%	477	151	628
343702	413	327	79.18%	236	74	310
343703	419	330	78.76%	246	70	316
343704	368	247	67.12%	189	48	237
343705	374	281	75.13%	217	45	262
351611	622	430	69.13%	279	94	373
351612	487	403	82.75%	271	107	378
351613	586	454	77.47%	307	112	419
351614	270	238	88.15%	158	51	209
411221	109	91	83.49%	58	30	88
411411	200	157	78.50%	89	59	148
411412	358	238	66.48%	122	108	230
411413	342	269	78.65%	168	81	249
411414	142	115	80.99%	71	37	108
411415	571	450	78.81%	281	142	423

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE I

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
561340	2,149	1,359	63.24%	863	416	1,279
561341	30	18	60.00%	10	4	14
561342	1,386	907	65.44%	578	281	859
561343	1,100	665	60.45%	393	226	619
561344	839	536	63.89%	312	205	517
561345	1,201	760	63.28%	463	243	706
561346	1,186	727	61.30%	455	228	683
561347	1,074	681	63.41%	452	189	641
561348	225	122	54.22%	73	41	114
561349	2,062	1,226	59.46%	760	392	1,152
CALIFORNIA	78,135	57,132	73.12%	37,767	16,112	53,879
CONGRESSIONAL DISTRICT 5	78,135	57,132	73.12%	37,767	16,112	53,879
SENATE DISTRICT 3	78,135	57,132	73.12%	37,767	16,112	53,879
ASSEMBLY DISTRICT 4	78,135	57,132	73.12%	37,767	16,112	53,879
BD OF EQUALIZATION DIST 2	78,135	57,132	73.12%	37,767	16,112	53,879
SUPERVISOR DISTRICT 1	14,308	10,622	74.24%	7,208	2,822	10,030
SUPERVISOR DISTRICT 2	16,738	12,525	74.83%	8,243	3,622	11,865
SUPERVISOR DISTRICT 3	15,612	11,960	76.61%	8,176	3,080	11,256
SUPERVISOR DISTRICT 4	14,954	10,957	73.27%	7,070	3,246	10,316
SUPERVISOR DISTRICT 5	16,523	11,068	66.99%	7,070	3,342	10,412
CITY OF AMERICAN CANYON	11,266	7,011	62.23%	4,365	2,226	6,591
CITY OF CALISTOGA	2,496	1,859	74.48%	1,365	388	1,753
CITY OF NAPA	43,287	32,042	74.02%	21,663	8,619	30,282
CITY OF ST HELENA	3,441	2,781	80.82%	2,073	550	2,623
TOWN OF YOUNTVILLE	1,965	1,525	77.61%	1,015	364	1,379
UNINCORPORATED	15,680	11,914	75.98%	7,286	3,965	11,251

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE R

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
351611	622	430	69.13%	263	86	349
351612	487	403	82.75%	293	74	367
351613	586	454	77.47%	314	87	401
351614	270	238	88.15%	174	30	204
CALIFORNIA	1,965	1,525	77.61%	1,044	277	1,321
SUPERVISOR DISTRICT 3	1,965	1,525	77.61%	1,044	277	1,321
TOWN OF YOUNTVILLE	1,965	1,525	77.61%	1,044	277	1,321

NAPA COUNTY STATEMENT OF VOTE

November 6, 2018

MEASURE S

Precinct	Registered Voters	Voters Cast	% Turnout	YES	NO	Total Votes
351611	622	430	69.13%	285	71	356
351612	487	403	82.75%	262	111	373
351613	586	454	77.47%	299	114	413
351614	270	238	88.15%	157	52	209
CALIFORNIA	1,965	1,525	77.61%	1,003	348	1,351
SUPERVISOR DISTRICT 3	1,965	1,525	77.61%	1,003	348	1,351
TOWN OF YOUNTVILLE	1,965	1,525	77.61%	1,003	348	1,351



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: **New Business**

Subject: **Consideration of the Vice Mayor Nomination Made by the Mayor and Requiring Council Approval**

CEQA **Not a CEQA project**
Determination:

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In accordance with Resolution 2018-75 (City Council Rules of Procedure), the Mayor nominates one of the Council Members as Vice Mayor, subject to approval by the majority of the City Council. This selection is done at the regularly scheduled meeting following the declaration of the election. The Vice Mayor assumes duties immediately upon his/her appointment and serves for the duration of the Mayor's term of office.

DISCUSSION

The position of the Vice Mayor is created in California pursuant to Government Code § 36802. In an instance when the Mayor is absent or unable to act, the Vice Mayor carries out the Mayor's duties until the Mayor returns or is able to act. While the Mayor and the Vice Mayor have some additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members of the City Council are equal.

FISCAL IMPACT

None

RECOMMENDED ACTION

Mayor nominates Vice Mayor for Council approval.



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: **New Business**

Subject: **Procedure For Filling Council Vacancy Created By Council Member Ellsworth's Election As Mayor**

CEQA **Not a CEQA project**
Determination:

Prepared By: Thomas B. Brown, City Attorney

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At the November 6, 2018 election, Council member Geoff Ellsworth was elected St. Helena Mayor. Council Member Ellsworth's election to Mayor creates a vacancy on the Council. This report outlines the procedures by which the City Council may act to fill the vacancy.

DISCUSSION

1. Is There A "Vacancy" For The City Council To Fill? (Yes.)

A vacancy in an elective office can occur in a number of ways, including death of the incumbent, adjudication that the incumbent is incapacitated and cannot perform the duties of the office, resignation, or the incumbent ceasing to be an inhabitant of the City. (Government Code Section 1770.) A vacancy occurs, as here, when a member of the City Council accepts another elective seat on the Council. (Government Code section 1752.) [\[1\]](#)

2. What Is The City Council Required To Do When There Is A "Vacancy" On The City Council?

Government Code section 36512 and SHMC section 2.04.040 describe the process for filling a vacancy on the City Council. Section 36512(b) provides as follows:

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the

remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

As relevant here under Section 36512(b), a vacancy can be filled either by appointment or by special election; an appointment remains valid for the remainder of the term. The appointment or call for a special election must occur within 60 days from the commencement of the vacancy.

SHMC Section 2.04.040 is also relevant to the analysis for filling a vacancy on the City Council. Section 2.04.040 provides as follows:

If a vacancy occurs on the city council, the council shall, within 30 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 90 days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent. (Emphasis added.)

The 30 days days provided in Section 2.04.040 is the same timeframe established in a prior version of Section 36512(b). Section 36512 was amended in 1993 to establish the 114 day period. (Stats. 1993, ch. 229 (AB 1282)), and again in 2010 to change the 30-day period to the current 60 days. (Stats. 2010, ch. 38 (AB1668).) It appears that Section 2.04.040 was last amended in 1993.

Section 2.04.040 conflicts with Section 36512(b) with respect to the times (1) for determining whether to fill the vacancy by appointment or election and (2) for conducting the election. This inconsistency creates a risk of a preemption challenge based on the principle that state election laws imposing time deadlines generally prevail over inconsistent Municipal Code provisions. John Tuteur, the Napa County Elections Official, has advised us that his office follows the 114 day period specified under Section 36512, and that he is unable to follow the 90 day period. As it appears that Section 2.04.040 was adopted and amended to correspond with Section 36512 in an earlier version, we recommend that the City adhere to Section 36512 to avoid a preemption issue. [\[2\]](#)

In short, the applicable statutes governing the filling of a vacancy on the City Council are Section 36512(b) and Section 2.04.040. These provisions establish the following:

- the City Council is required to fill the vacancy either by appointment or by special election;
- the appointment, or the call for the special election, must occur within 60 days from the commencement of the vacancy;[\[3\]](#)
- the date of the vacancy would be the day Council member Ellsworth is sworn in as Mayor;

- a special election called to fill the vacancy must be held on the next regularly established election date not less than 114 days from the call of the special election;^[4]
- the person appointed or elected shall serve for the remainder of the unexpired term.^[5]

3. If The Council Calls A Special Election, What Are The Dates and The Cost?

The special election to fill a council vacancy shall be held on the next “regularly established election date not less than 114 days from the call of the special election.” (Section 36512(b).)

The term “regularly established election,” as used in Section 36512, is ambiguous. In our view, the term “regularly established election” reasonably may be construed to mean an election established by the City Council following the regular requirements for holding a special election, although this determination is ultimately one for the City Clerk and City Council.

Again, there exists an inconsistency between Section 2.04.040, which specifies that the election must be held not less than 90 days from the call of the election, and Section 36512(b), which specifies a 114 day period.

The Napa County Elections Official, Mr. Tuteur, has advised that he recognizes the 114 day period under state law (Section 36512), and that at present any Tuesday after that 114 day period is available. He estimates that if Council member Ellsworth is sworn in as Mayor at the Council’s meeting of December 11, 2018, and if the Council were to decide to hold an election at its first meeting in January, the election would be no earlier than May 7, 2019 and no later than June 4, 2019. He estimates that the election would cost \$15,000-\$20,000 for a hand count of ballots, and \$20,000-\$30,000 for anything other than a hand count.

4. Who Is Eligible For Appointment To The City Council?

Any person appointed to fill a vacancy on the City Council must be eligible to hold municipal office. In order to be eligible to hold municipal office, a person must be a resident of the City and a registered voter of the City. (Section 34882.)

Unlike the law governing Mayoral vacancies, State law prohibits the City Council from appointing a current Council member to fill a Council vacancy:

[N]o person elected or appointed to the governing body of any city, county, or district having an elected governing body, shall be appointed to fill any vacancy on that governing body during the term for which he or she was elected or appointed. (Section 1752(a).)

Therefore, any appointee to a vacant City Council position must be a person not currently serving as a Council Member.

5. What Is The Appointment Process For Filling A Vacancy On The Council?

No State statute prescribes any particular required process for appointment to fill a Council vacancy. Nor does the Municipal Code or any rule or protocol adopted by Council resolution. The City Council thus may, in its discretion, decide to solicit public input by means of an application process, and interview prospective candidates. The City Council may also decide to consider individuals without a formal application process.

Discussion regarding the appointment process does not require a noticed public hearing. However, the item must be noticed on an agenda in accordance with the Brown Act, and considered in open session. A majority of the City Council may not discuss the appointment process or make an appointment in closed session.

[1] Section 1752 requires such vacancies to be filled pursuant to Section 36512.

[2] Unless the Council perceives policy reasons not to do so, we recommend that the Council amend Section 2.04.040 to make it consistent with Section 36512.

[3] Again, this 60 day period is established in Government Code section 36512, which is inconsistent with the 30 day period under SHMC section 2.04.040.

[4] Again, this 114 day period is established in Government Code section 36512, which is inconsistent with the 90 day period under SHMC section 2.04.040. We follow state law for this number because we are advised that is what Napa County does.

[5] Because the vacancy here will not occur during the first half of Council member Ellsworth's term of office, the provisions of Section 36512(b)(2) do not apply or create any conflict with Section 2.04.040.

FISCAL IMPACT

There will be no direct fiscal impact to the General Fund related to this report. According to Mr. Tuteur's estimate, the cost to the City of conducting an election to fill the vacancy would be between \$15,000 and \$30,000, depending on the process selected.

RECOMMENDED ACTION

Receive the report and provide direction.



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: New Business

Subject: First Reading and Introduction of an Ordinance Authorizing The City Council To Suspend Enforcement of The City's Curfew Ordinance (SHMC Chapter 9.12) By Resolution, and Review of Draft Suspension Resolution For Adoption Upon Effective Date of Ordinance

CEQA Determination: Not a CEQA project

Prepared By: Thomas B. Brown, City Attorney

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

DISCUSSION

At the November 13, 2018 City Council meeting, the Council considered the City's Curfew Ordinance, St. Helena Municipal Code Chapter 9.12. The Council received a staff report (**Attachment 1**) and input from the City Manager and Police Chief. The Council also received testimony and input from the public.

At the conclusion of the presentation from staff and the input from the community, and after Council deliberation, the Council directed staff to prepare an ordinance allowing the Council to suspend the Curfew Ordinance where the Council determines the Curfew Ordinance is not presently needed for the health, safety and welfare of the City.

The attached draft ordinance (**Attachment 2**) provides that authority (as well as the authority to terminate the suspension if the Council later determines the circumstances so warrant), and the attached draft resolution (**Attachment 3**), which will be effective once the draft ordinance is in effect, would exercise that new authority and suspend the enforcement of the Curfew Ordinance.

FISCAL IMPACT

There will be no direct fiscal impact to the General Fund related to this report.

RECOMMENDED ACTION

1. Introduce and conduct the first reading of the ordinance authorizing the City Council to suspend, by resolution, enforcement of the City's Curfew Ordinance, SHMC Chapter 9.12, by title only and waive further reading.
2. Consider, discuss and provide direction for draft resolution suspending the City's enforcement of the Curfew Ordinance.

ATTACHMENTS

[11-13-18 Staff Report - Pdf](#)

[St. Helena Ordinance Granting Council Authority To Suspend Ordinances and Municipal Code Provisions 4819-1708-2747](#)

[Resolution Suspending Enforcement of Curfew Ordinance SHMC Chapter 9.12 4843-4458-2784](#)



Report to the City Council
Council Meeting of November 13, 2018

Agenda Section: Staff Briefing

Subject: Informational Report on St. Helena Municipal Ordinance 9.12, Curfew, and Police Department Enforcement

CEQA **Not a CEQA project**
Determination:

Prepared By: Timothy A. Foley, Chief of Police

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

During the City Council meeting on Tuesday October 23, 2018, City Staff was directed to provide an informational report on the City ordinance covering juvenile curfew (St. Helena Municipal Code section 9.12) and the Police Department's enforcement of this section.

DISCUSSION

In general, California curfew laws are regulations that prohibit minors or those under 18 years of age from being in outdoor public places during certain specified times of the day. Several exceptions to curfew laws exist. These exceptions include:

- When accompanied by a parent or guardian
- Running an errand for a parent or guardian
- Working or going to or from a place of employment
- Responding to some type of emergency
- Returning home from a school, cultural or recreational event

Curfew laws vary by jurisdiction both in hours and penalty (see table below).

Agency*	Start	End	Penalty
St. Helena	10:00PM	6:00AM	Infraction
Calistoga	11:00PM	6:00AM	Misdemeanor
Yountville	10:00PM	Sunrise	Misdemeanor
City of Napa	10:00PM	5:00AM	Misdemeanor
Napa County	11:00PM	Daylight	Misdemeanor

**American Canyon does not have a curfew ordinance.*

The City of St. Helena's curfew ordinance is found in Municipal Code Section 9.12. It is similar to other local ordinances except that the penalty for a violation is an infraction (citation) not a misdemeanor as it is in all other Napa county jurisdictions with ordinances. This can apply to both the juvenile and parent. In all cases parental and/or guardian responsibility is stressed.

In the past three years, the St. Helena Police Department has made contact 41 times with juveniles during the hours restricted by curfew. Thirty one of these encounters were for suspected conduct ranging from vehicle code violations, to noise complaints to shoplifting. Only 10 of these contacts were for a curfew violation alone. However, St. Helena has not issued a citation for a curfew violation in at least the last 10 years. Contact with juveniles who are out in public during the hours restricted by curfew have been made as a result of a citizen complaint/concern or other criminal activity is occurring or suspected. The curfew ordinance has provided a useful tool for our officers to contact a parent or guardian to respond to take charge of the minor.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

[Exhibit B ST Helena Curfew](#)

EXHIBIT B

St Helena Municipal Code Chapter 9.12 Curfew

9.12.010 Curfew hours.

No person under the age of eighteen (18) years may be in, on or about a public street or other public place or any place open to the public in the city between ten (10) p.m. and sunrise of the following day, unless accompanied by a parent, guardian or other adult person having the care, custody or control of such person. This section shall not apply when the person is returning directly home from a meeting, entertainment, recreational activity or dance; when the person is going directly to or returning from work; when the person is upon an errand or emergency directed by his or her parent or guardian or other adult person having the care, custody or control of such person; or when the person is exercising rights protected by the state or federal constitutions. (Ord. 02-3 § 1 (part): prior code § 11.1.010)

9.12.020 Parental responsibility.

Every parent, guardian or other person having the legal care, custody or control of any person under the age of eighteen (18) years who permits such person to violate the provisions of Section [9.12.010](#) is guilty of an infraction. (Ord. 02-3 § 1 (part): prior code § 11.1.020)

9.12.030 Violators to be detained—Parent or guardian must call for minor.

A. A person under the age of eighteen (18) years of age who violates Section [9.12.010](#) may be detained until the arrival of a parent, guardian or other proper person having custody or control.

B. Every parent, guardian or other person having a minor in his or her charge who fails or neglects to go in person or send some suitable person to where the minor is detained, after receiving notice that the minor is detained, is guilty of an infraction. (Ord. 02-3 § 1 (part): prior code § 11.1.030)

9.12.040 Violation—Penalty.

Any person under the age of eighteen (18) years violating the provisions of Section [9.12.010](#) shall be guilty of an infraction and shall be dealt with in accordance with juvenile court law and procedure. (Ord. 02-3 § 1 (part): prior code § 11.1.040)

CITY OF ST. HELENA

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, ADDING SECTION 9.12.050 TO THE ST. HELENA MUNICIPAL CODE TO AUTHORIZE THE CITY COUNCIL, BY RESOLUTION, TO SUSPEND THE ENFORCEMENT OF ST. HENENA MUNICIPAL CODE CHAPTER 9.12, THE CURFEW ORDINANCE.

The City Council of the City of the City of St. Helena ordains as follows:

SECTION 1. Adding Chapter 1.24 to the St. Helena Municipal Code.

Section 9.12.050 is hereby added to the St. Helena Municipal Code to read as set forth in the attached Exhibit A.

SECTION 2. Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to add Section 9.12.050 to the St. Helena Municipal Code is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) pursuant to Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and therefore, the activity is not subject to CEQA.

SECTION 3. Severability.

The City Council hereby declares every section, paragraph, sentence, cause and phrase in this Ordinance is severable. If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4. Effective Date.

This Ordinance shall take effect and be in force 30 days after its adoption, and a summary of this Ordinance shall be published once with the names of the members of the Council voting for and against the Ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

SECTION 5. General Plan Consistency.

The Ordinance is consistent with the General Plan.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the ____ day of _____, ____ and was adopted at a regular meeting of the St. Helena City Council on the ____ day of _____, ____ by the following vote:

Mayor Ellsworth: _____
Vice Mayor ____: _____
Councilmember Chouteau: _____
Councilmember Dohring: _____
Councilmember Koberstein: _____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, _____. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, _____ by the following vote:

Mayor Ellsworth: _____
Vice Mayor ____: _____
Councilmember Chouteau: _____
Councilmember Dohring: _____
Councilmember Koberstein: _____

Exhibit A

Section 9.12.050--Suspension by resolution of the effectiveness or enforcement of this chapter.

The City Council shall have the authority, by Resolution, to suspend the enforcement of this Chapter upon a finding that there is no current need for the enforcement of the Chapter and doing so would serve the public health, safety or general welfare.

CITY OF ST. HELENA

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ST. HELENA SUSPENDING ENFORCEMENT OF THE
CITY'S CURFEW ORDINANCE, SHMC CHAPTER 9.12**

RECITALS

- A. St. Helena Municipal Code ("SHMC") Chapter 9.12 contains the City's Curfew Ordinance.
- B. At the City Council meeting on November 13, 2018, the City Council received a staff report, as well as input from the public, concerning the City's use and enforcement of, as well as the current need for, the Curfew Ordinance.
- C. At the conclusion of the staff report and community input at the November 13, 2018 meeting, the City Council directed staff to prepare an ordinance authorizing the Council to suspend the enforcement of the Curfew Ordinance.
- D. On December 11, 2018 the City Council considered and conducted the first reading of the ordinance authorizing the suspension, by resolution, of the Curfew Ordinance; on January ____, the City Council conducted the second reading of, and adopted the ordinance.

RESOLUTION

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

1. Pursuant to SHMC section 9.12.050, the enforcement of the Curfew Ordinance, SHMC chapter 9.12, is hereby suspended. In adopting this resolution, the City Council finds that there is no current need for the enforcement of the Curfew Ordinance, and the suspension of the Curfew Ordinance serves the health, safety and general welfare of the City and its residents.

Approved at a Regular Meeting of the St. Helena City Council on January 10, 2017, by the following vote:

Mayor Ellsworth: _____

Vice Mayor ____: _____

Councilmember Chouteau: _____

Councilmember Dohring: _____

Councilmember Koberstein: _____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk

CITY OF ST. HELENA

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, ADDING SECTION 9.12.050 TO THE ST. HELENA MUNICIPAL CODE TO AUTHORIZE THE CITY COUNCIL, BY RESOLUTION, TO SUSPEND THE ENFORCEMENT OF ST. HENENA MUNICIPAL CODE CHAPTER 9.12, THE CURFEW ORDINANCE.

The City Council of the City of the City of St. Helena ordains as follows:

SECTION 1. Adding Chapter 1.24 to the St. Helena Municipal Code.

Section 9.12.050 is hereby added to the St. Helena Municipal Code to read as set forth in the attached Exhibit A.

SECTION 2. Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to add Section 9.12.050 to the St. Helena Municipal Code is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) pursuant to Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and therefore, the activity is not subject to CEQA.

SECTION 3. Severability.

The City Council hereby declares every section, paragraph, sentence, cause and phrase in this Ordinance is severable. If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4. Effective Date.

This Ordinance shall take effect and be in force 30 days after its adoption, and a summary of this Ordinance shall be published once with the names of the members of the Council voting for and against the Ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

SECTION 5. General Plan Consistency.

The Ordinance is consistent with the General Plan.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the ____ day of _____, ____ and was adopted at a regular meeting of the St. Helena City Council on the ____ day of _____, ____ by the following vote:

Mayor Ellsworth: _____
Vice Mayor ____: _____
Councilmember ____: _____
Councilmember ____: _____
Councilmember ____: _____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, _____. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, _____ by the following vote:

Mayor Ellsworth: _____
Vice Mayor ____: _____
Councilmember ____: _____
Councilmember ____: _____
Councilmember ____: _____

Exhibit A

Section 9.12.050--Suspension by resolution of the effectiveness or enforcement of this chapter.

The City Council shall have the authority, by Resolution, to suspend the enforcement of this Chapter upon a finding that there is no current need for the enforcement of the Chapter and doing so would serve the public health, safety or general welfare. The Council shall have the authority, by Resolution, to lift the suspension of this Chapter upon a finding that there is new or renewed need for the enforcement of the Chapter and doing so would serve the public health, safety or general welfare.

NEWS > LOCAL NEWS

Colorado man donates RV to Camp Fire family of six

By **CARIN DORGHALLI** | cdorghalli@chicoer.com |

Chico Enterprise-Record

PUBLISHED: November 24, 2018 at 4:30 am | UPDATED:
November 24, 2018 at 11:11 am

CHICO — A Colorado man left his home to give a home to a family in need.

James “Woody” Faircloth sat in dismay in his Denver home as he heard story after story of heartache following the Camp Fire. “I was trying to figure out what we were going to do for Thanksgiving, and from the corner of my eye, I’d been watching the situation in Chico and Paradise,” he said.

ADVERTISING



As Thanksgiving approached, he couldn't bear the thought of reveling in his own good fortunes while families a couple of states away didn't have a home to feast in.

The shortage of temporary housing for evacuees prompted him to find a recreational vehicle to give away. He started a Go Fund Me campaign to raise funds for the project and reached out to nearly 100 RV owners in Colorado to see if any would be willing to donate or discount their RV's for sale. Some turned him down. Most did not respond.

He eventually found someone in Longmont, Colorado, who, after hearing about the cause, agreed to sell his RV for \$2,500 — one-third of the asking price.

After the acquisition, friends and neighbors showed up to Faircloth's house with bags full of "anything they could think of that people would need," he said.

ADVERTISING

Linens, toilet paper, snacks, kitchen utensils, bed sheets and more were donated to make the RV feel more like a home.

After shaking hands with the salesman, Faircloth and his 6-year-old daughter, Luna, set off on their 18-hour trek to Chico the day before Thanksgiving. He had never so much as sat in an RV until the start of their road trip.

The girl grinned, revealing a gap where her two front teeth once were, and said, “God and Santa Claus are gonna be so happy with us.”

To choose a donor, Faircloth posted an ad in a Facebook group, #CampFire, explaining his desire to donate the RV and asking evacuees to share their stories. “I was blown away by the responses. The post got shared thousands of times. Our Go Fund Me blew up,” he said.

Of all the stories he heard, the one that intrigued him most came from Chico woman Kit Oldham. She told him about Jeff Wood’s family of six, the youngest of them just 8 weeks old.

“I have four kids, and I know how hard it is to pull it all together,” Faircloth said.

The young family was one of the first to flee Paradise.

“We had to drive through a wall of fire,” Wood said. “That was by far the most scared I had ever been in my life.”

Their Toyota Prius was packed with the two parents, their 11-year-old son, their 10-year-old son, their 2-year-old daughter and their 8-week-old son.

The search for a new residence seemed hopeless to Wood. “We’ve been searching and looking. It’s really tough. Everyone’s inundated for housing and real estate.”

Faircloth and his daughter arrived in Chico the day after Thanksgiving. He immediately called Wood to set up a meeting in the Raley's parking lot on Notre Dame Boulevard. Wood arrived, parked his car and hesitantly approached the RV with two children in tow, not quite knowing what to say.

Faircloth, an absolute stranger, walked straight up to Wood and held him in a warm embrace. The keys exchanged hands, and an evacuated family, baffled, admired their new home.

News of the exchange swept through social media, prompting people from all over California to donate their RVs to Camp Fire victims. Faircloth now has four more in line to be gifted to families in need. The Go Fund Me campaign surpassed his expectation, so he plans to donate the leftover funds to local relief efforts.

"I feel like I'm overcommitting right now, but I'm not worried about it because this is all unfolding the way it's supposed to unfold."

Tags: **Camp Fire,**
Wildfires



Carin Dorghalli

Carin Dorghalli is
a photographer
and arts &

entertainment editor for the
Enterprise-Record. The Chico
local is an alumna of Chico State
University and holds degrees in
media arts and journalism. She
started at the E-R in 2017.

[Follow Carin Dorghalli](#)
[@carindorghalli](#)

2

Cindy Tzaopoulos

From: Pat Friday <patfriday@comcast.net>
Sent: Monday, December 03, 2018 11:02 PM
To: Alan Galbraith; Peter White; Paul Dohring; Mary Koberstein; Geoff Ellsworth; Cindy Tzaopoulos; Mark Prestwich
Subject: Agenda Item 10.9

Dear City Council and staff,
I would like to add my voice of encouragement to help a family in Paradise with an RV for housing, gifted from the City of St. Helena.

The article from the Chico Enterprise-Record lets us know that it is possible to make something like this happen. We really can help. And, who knows, it might help other towns in Napa consider doing the same.

Thank you for giving it serious consideration,
Pat Friday

Pat Friday
1430 Wallis Court
St. Helena CA 94574
707.484.4579 cell



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: New Business

**Subject: Provide Direction on Draft Request for Proposals (RFP)
Scope of Work for Feasibility Planning/Visioning of City Hall,
Library and Recreation Facilities**

**CEQA Not a CEQA project
Determination:**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In late 2017, the St. Helena City Council convened an 11-member citizens St. Helena Assets Planning Engagement (SHAPE) Committee to analyze the City's built facilities and assist with prioritizing capital improvements and identifying opportunities. The Committee met approximately 20 times between November 2017 and May 2018, issuing a Final Report on May 26, 2018. On September 17, 2018, the City Council provided direction to move forward with:

- Feasibility planning for a new blended-use City Hall facility on the existing City Hall site;
- Space planning and facility visioning for its Library, including possible design modifications; and
- Preliminary planning for a conceptual new Recreation Facility in Crane Park

DISCUSSION

Following the City Council's September 17, 2018 Special Meeting, staff initiated efforts to develop a scope of work to solicit feasibility planning services for a rebuilt City Hall, a reimagined Library and conceptual new Recreation facility. Initially, staff was anticipating this work would be performed separately by individual firms with individual subject matter expertise. However, additional research and discussions with prospective consulting firms indicated the City may yield some economies of scale by working with a

coordinated consortium proposal or single firm with expertise with multiple facilities/disciplines.

Additional discussions were held with representatives of the Library and Recreation community and City Council liaisons Mayor Galbraith and Council Member Elect Anna Chouteau about the possibility of unifying the next phase of facility planning and there was agreement that use of a single Request for Proposal (RFP) would provide an improved means of managing and coordinating the various planning initiatives, and a coordinated approach to public outreach. While the City anticipates there may be synergies with a single firm or consortium proposal utilizing subject matter expertise from different firms, the draft scope of work emphasizes the City will also consider separate proposals from firms interested in only a portion of the planning projects should they be a better fit for the work. Additionally, this approach will provide the City Council with flexibility to prioritize the work of various facilities and consider postponing further study if desired.

Staff is seeking Council review of the draft scope of work (attached) and RFP conceptual timeline. If approved, staff intends to issue the RFP shortly after the Council meeting.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Discuss and provide direction to the City Manager.

ATTACHMENTS

[Draft Scope of Work - Library and Parks Visioning v3](#)

DRAFT

GENERAL INFORMATION

The City of St. Helena is seeking a visionary and qualified firm(s) to provide planning, design, and community engagement services for the desired services outlined below.

In late 2017, the St. Helena City Council convened an 11-member citizens St. Helena Assets Planning Engagement (SHAPE) Committee to analyze the City's built facilities and assist with prioritizing capital improvements and identifying opportunities. The Committee met approximately 20 times between November 2017 and May 2018, issuing a Final Report on May 26, 2018. On September 17, 2018, the City Council provided direction to move forward with:

- Feasibility planning for a new blended-use City Hall facility on the existing City Hall site;
- Space planning and facility visioning for its Library, including possible design modifications; and
- Preliminary planning for a new Recreation Facility in Crane Park

The City anticipates there may be synergies with a single firm or consortium proposal that utilizes subject matter expertise from different firms. However, the City will also consider separate proposals from firms interested in only a portion of the planning projects.

The results from this phase of the project – facilities feasibility planning/visioning (Phase I) will provide the City with information to develop and implement funding plans, begin design documentation (Phase II), and plan construction (Phase III). The method of funding for the conceived projects has not been determined.

QUALIFICATIONS

- In-depth knowledge of traditional and modern City Hall, Library and Recreation services and resources.
- A clear sense of where new amenities/technologies are headed and their potential applications in City Hall, Library and Recreation facility settings.
- Demonstrated knowledge of City Hall, Library and Recreation operations, research, statistical analysis, and experience integrating findings in planning documents.
- Demonstrated professional experience and knowledge of City Hall, Library and Recreation design/operations and space planning/functionality.
- Ability to make project presentations, provide public engagement activities, and work with diverse groups of people representing varied points of view.

SCOPE OF WORK

The project will be managed by the City Manager's Office with assistance from other City departments. The selected consultant(s) is expected to work closely with City staff, City Council, Library Board of Trustees, Library Friends and Foundation, Parks and Recreation Commission, and the broader community.

It is critical the consultant(s) develop a comprehensive outreach and public engagement strategy to ensure broad demographics of the community participate in all phases of the facilities' planning discussion.

Task 1: Assessments/Visioning

City Hall

- Complete needs assessment for City Hall including assessment of the current/future use of space, amenities, staffing and resources.
- In coordination with City's real estate advisor, identify other possible complimentary and financially viable blended uses for a future City Hall facility.
- Consider best practices, forecasted trends in technology, and security to best meet the needs of the community, now and into the future.

Library

- Complete needs assessment for Library including assessment of the current/future use of space, amenities, staffing and resources.
- Evaluate opportunity to incorporate the outside vineyard setting and mountain views for possible outside meeting/programming space.
- Consider best practices and forecasted trends in technology, and consider how the library's physical spaces can be improved to best meet the needs of the community, now and into the future.

Conceptual Recreation Facility

- Complete needs assessment for conceptual Recreation facility including assessment of the current/future use of space, programming, amenities, staffing and resources.
- Complete site assessment/analysis of Crane Park to identified preferred location/options for a conceptual new recreation center.
- Assessment should consider best practices and forecasted trends in recreation services, technology, and related amenities.

All Facilities

Discuss with City Council order of magnitude budget and funding considerations for each building to guide conceptual design discussions.

Task 2: Identification of Preliminary Options

- Based on the findings from Task 1 and, in discussions with the City Council and City Manager regarding order of magnitude budget and funding considerations, develop:
 - A minimum of three preliminary site and building design options for each of the facilities;
 - Identify opportunities for joint uses whenever practical;
 - Develop preliminary project cost models for each of the design options; and
 - Develop an analysis of pros and cons for the each of the recreation site options

OPTIONAL TASK

Task 3: Refinement of Design Options/Detailed Programming

- Refine the design options for each of the facilities and prepare recommendations for the preferred design options to include:
 - Design Documents – program summaries, conceptual site and building plans, massing diagrams, and renderings*
 - Project Cost Models – include comprehensive project costs models that include all appropriate hard and soft costs as well as project contingencies
 - Preliminary implementation strategies that address City priorities and phasing options

*NOTE: City may opt to use selected firm(s) to prepare a Request for Proposals Design Competition for City Hall

PROPOSAL SUBMISSION REQUIREMENTS

The content of your proposal should include the following in summary form:

Project Approach and Work Plan

Describe the strategy for achieving the goals and deliverables of each phase. Include a schedule for completion. Proposals shall separately itemize costs for each of the three facilities.

Consultant Identification and Team

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles and qualifications. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

Related Project Examples and References

Provide recent (within last 10 years) visual examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and e-mail address and telephone number of the client contact.

Hourly Rates

Include an hourly rate schedule for all personnel who may participate in current or future projects.

SELECTION PROCESS:

The selected consultant will be asked to enter into a Professional Services Agreement with the City of St. Helena and comply with the insurance requirements set forth therein. The City Manager's Office will supervise the project and coordinate the work.

Proposals will first be evaluated for qualifications (30%), project approach (30%), schedule (25%), and references (15%). Up to 3 consultants will be invited to provide additional information including the following:

1. A cost proposal detailing the cost per task, total cost per staff personnel, a not to exceed amount for Phase I only, and a lump sum cost, for Phase I only, for each proposed subcontractor included in the proposal.
2. A tour of a project completed in the San Francisco Bay Area in the past 5 years.

California law requires selection of Architectural and Engineering (A&E) contract services based on demonstrated competence and professional qualifications. Negotiations shall begin with the most qualified consultant. Should negotiations not result in a price the City considers to be fair and reasonable, negotiations shall be formally terminated, and the City shall then undertake negotiations with the second most qualified consultant. If the negotiation with the second most qualified firm is not successful, negotiations shall be formally terminated, and the City shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the City. (California Government Code, Chapter 10, Sections 4525 through 4529.5).

Conceptual Timeline

<u>Date/Time</u>	<u>Item</u>
January 16, 2019, 4:00pm	Deadline for Receipt of Proposals
January 23-24, 2019	Interviews
February 12, 2019	Award of Agreement(s) with selected consultant(s)



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: New Business

Subject: Consideration and proposed adoption of a resolution: (1) approving a Professional Services Agreement with BKF for St. Helena Downtown Street Improvements in an amount not to exceed \$529,000 and authorizing the City Manager to execute the agreement; (2) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R18-81; and (3) authorizing a budget increase of \$234,000 to design in CIP Project R18-81 in FY 2019/20 with funding allocated from FY 2019/20 SB1 and Gas Tax funds.

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

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

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On September 25, 2018, a Request for Proposals was released to find qualified consultant(s) to provide engineering, landscape architectural, and design services for CIP R18-81 - St. Helena Downtown Sidewalk Improvements. The project includes two components.

Component One - Streetscape/Landscape

Design of a St. Helena Downtown Streetscape Plan to address the downtown area depicted in Attachments 1 and 2 as well as addressing (1) the connecting public alleyways between Main Street (Highway 29) and Railroad Avenue, (2) the connecting public alleyways on Money Way, and (3) the alleyways between Main Street and Oak Avenue in downtown St. Helena. This is consistent with the Council's recently approved Downtown Economic Strategy to fundamentally enhance downtown public

infrastructure, the pedestrian experience, and foster economic vitality through improved placemaking.

Component Two - Engineering/Design and Construction Plans

The second component is to deliver detailed engineering/design and construction plans for the improvements on Main Street from approximately Mitchell Drive to Pine Street based on the approved Downtown Streetscape Plan. The awarded consultant will be responsible for coordination with the City and Caltrans throughout the process as well as providing public outreach on the project. The downtown sidewalk portion of the project will include, in general, replacement of sidewalks, improving landscaping (trees), street furnishings, bulb outs, irrigation, electrical, and review of existing City sewer and water facilities and replacing services as appropriate.

Currently, CIP R18-81 project is funded by multiple sources: One Bay Area Grant Round II (Federal-Aid), Measure T, and the General Fund. Federal-aid funds are strictly limited to the construction phase of the Downtown Sidewalk Improvements. A separate RFP will be solicited for Construction Management Services when the time is appropriate.

DISCUSSION

On October 25, 2018, five responsive proposals were received for the project: GHD, Tanaka Design, Bellecci and Associates, Kimley-Horn, and BKF. City staff reviewed all proposals and recommended that all five respondents should be interviewed. The interviews were held on November 29, 2018, with an interview panel that included two councilmembers, two downtown merchants/residents, the City Manager, and the Public Works Director. While all the teams interviewed had different approaches, the team proposed by BKF provided the best combination of qualifications, experience, and local knowledge for the project. BKF and their landscape architect, Gates and Associates, provided initial streetscape ideas, public outreach ("Cultivate St. Helena"), and phasing strategies that further reinforced their team's ability to successfully deliver this project.

The project includes public outreach, Planning Commission meetings, and City Council meetings to address the streetscape planning aspects. It is anticipated that public outreach will kick-off in February 2019 with a stakeholder meeting to follow in March 2019. City staff is currently coordinating with Caltrans to begin preliminary design and environmental work on the sidewalk project on Main Street, which is required as part of the federal-aid grant process. Design and environmental work on the sidewalk project will run concurrently with the streetscape planning to keep the project on track with regard to the federal-aid grant deadline for authorizing construction (November 2020). The sidewalk portion of the project is subject to both CEQA and NEPA environmental process and will be completed by the consultant.

Additionally, the City Manager will also be required to sign grant related documents and program agreements for federal-aid grant fund allocation as the project progresses. Staff recommends City Council approve a resolution authorizing the City Manager to sign grant related documents and program agreements related for the federal-aid grant.

FISCAL IMPACT

The Downtown Sidewalk Improvements, City Project No. R18-81 is included in the May 2018 adopted five-year Capital Improvement Program (CIP) and is included as Attachment 3.

BKF's total contract is for an amount not to exceed \$529,000 which includes a \$50,000 contingency for add-ons as a result of the streetscape planning and/or the need to do additional work for the sidewalk portion of the project such as: right of way services, geotechnical, and/or utility potholing. It is important to note that the construction budget will be updated as design progresses and it is anticipated that funds will be added from water and sewer enterprise to replace laterals as necessary.

The preliminary estimates for the design and engineering phase of the streetscape/sidewalk project totaled \$295,000 - evenly split between FY 2018/19 and 2019/20. With the addition of \$50,000 for contingency and completion of the RFP selection process to determine current engineering/design costs, it is necessary to allocate an additional \$234,000 to CIP R18-81 for design in FY 2019/20, for a total design cost of \$529,000. It is anticipated \$147,500 will be expended on design in FY 2018/19 and the remaining \$381,500 will be expended in FY 2019/20. The additional funding is available in FY 2019/20 using Gas Tax and SB1 funds. The funds will be transferred to the Streets CIP Fund 741 in the FY 2019/20 budget cycle.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution: (1) approving a Professional Services Agreement with BKF for St. Helena Downtown Street Improvements in an amount not to exceed \$529,000 and authorizing the City Manager to execute the agreement; (2) authorizing the City Manager to execute all grant related documents pertaining to CIP R18-81; and (3) authorizing a budget increase of \$234,000 to design in CIP Project R18-81 in FY 2019/20 with funding allocated from FY 2019/20 SB1 and Gas Tax funds.

ATTACHMENTS

[Attachment 4: Downtown Streetscape Plan Project Area](#)

[Attachment 5: Downtown Sidewalk Improvements Project Area](#)

[Copy of Streets FY 2019-2023 04232018](#)

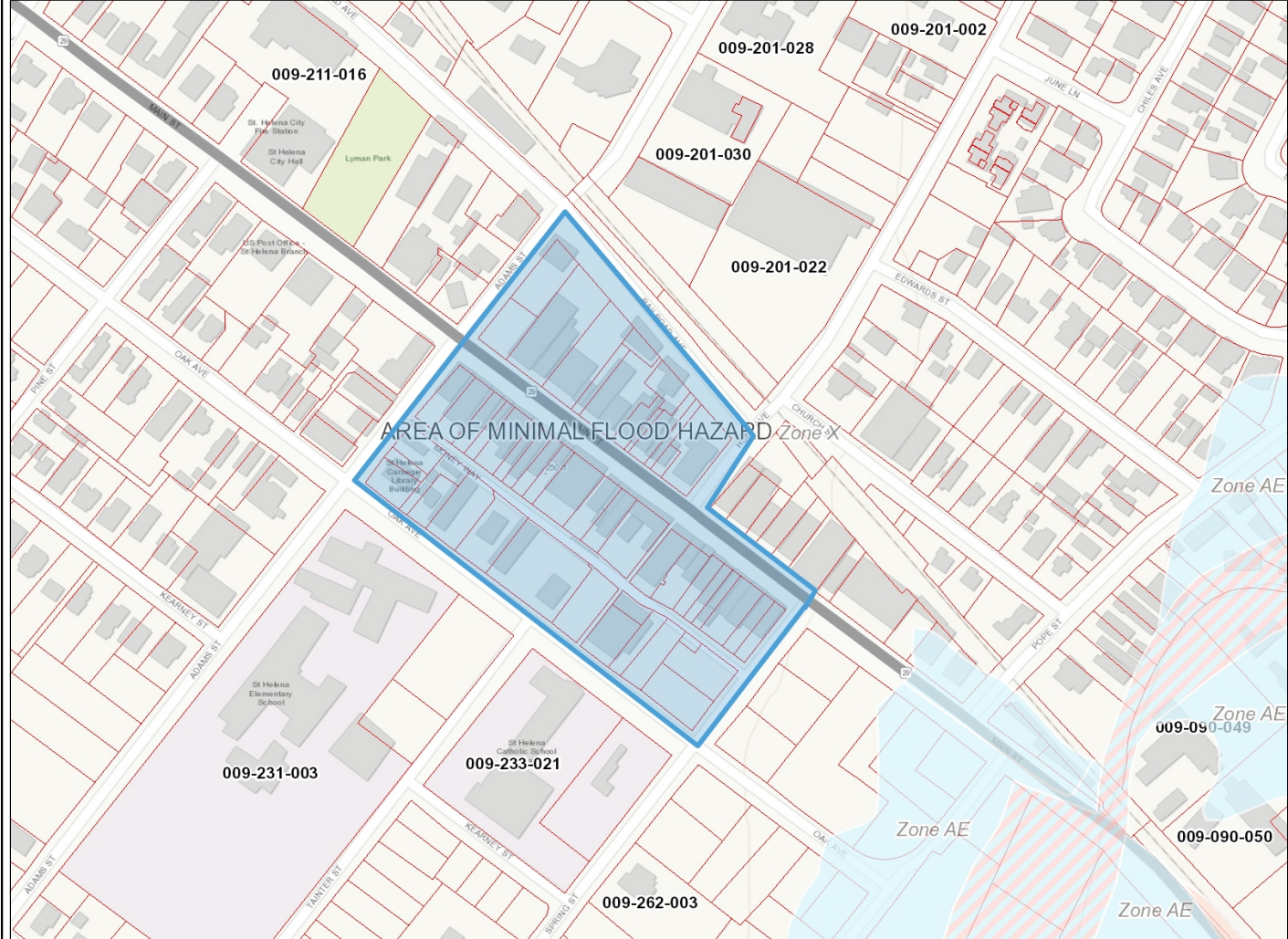
[Reso Sidewalk BKF PSA](#)

[Attachment 2: Professional Services Agreement BKF](#)

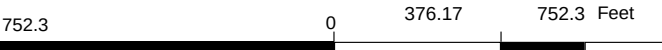
[Attachment 3: Professional Services Agreement Exhibit A and B](#)



St. Helena Downtown Streetscape Plan



- Legend**
- Flood Hazard Zones**
- 1% Annual Chance Flood Hazard
 - Regulatory Floodway
 - Special Floodway
 - Area of Undetermined Flood Hazard
 - 0.2% Annual Chance Flood Hazard
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Risk Due to Level
- Parcels
- County Boundary



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

This map was printed on 9/25/2018

Notes



St. Helena Downtown Sidewalk Improvements



Legend

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

- Parcels
- County Boundary

Notes



Project Title: Downtown Sidewalk Improvements

Address: St. Helena, CA 94574

Project Number: R18-81

Project Purpose and Description:

This is a sidewalk improvement project funded by One Bay Area Grant II program and local funds. The project will replace sidewalks, trees, and implement traffic calming devices on Main Street between Mitchell Drive and Pine Street. Approximately 3,609 linear feet of sidewalk and 17 ADA curb ramps will be replaced.

Financial Overview:

Phase	Prior Years			2019-2023 CIP BUDGET					
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 16/17	FY 17/18	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	FY22/23	Total
Design				\$147,500	\$147,500				\$295,000
Environmental/Planning									\$0
Land & Easements									\$0
Legal Services				\$2,500	\$2,500				\$5,000
Construction Management						\$100,000			\$100,000
Construction Contract						\$1,206,000			\$1,206,000
Contingency						\$100,000			\$100,000
CIP Overheads									\$0
Total	\$0	\$0	\$0	\$150,000	\$150,000	\$1,406,000	\$0	\$0	\$1,706,000

Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected				
	FY 16/17	FY 17/18	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	FY22/23	Total
	FY 16/17	FY 17/18	FY 17/18	FY 18/19	FY19/20	FY20/21	FY21/22	FY22/23	Total
General Fund				\$75,000		\$100,000			\$175,000
Grant - OBAG II						\$1,206,000			\$1,206,000
Measure T				\$75,000	\$150,000	\$100,000			\$325,000
Total	\$0	\$0	\$0	\$150,000	\$150,000	\$1,406,000	\$0	\$0	\$1,706,000

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution (1) approving a Professional Services Agreement with BKF for St. Helena Downtown Street Improvements in an amount not to exceed \$529,000; (2) authorizing the City Manager to execute all grant related documents pertaining to CIP Project R18-81; and (3) authorizing a budget increase of \$234,000 to design in CIP Project R18-81 in FY 2019/20 with funding allocated from FY 2019/20 SB1 and Gas Tax funds.

RECITALS

- A. The City of St. Helena requires engineering and landscape architect services in order to provide plans, specifications, and construction estimates for the St. Helena Downtown Sidewalk Improvements, CIP Project No. R18-81; and
- B. On September 25, 2018, the City issued a Request for Proposals inviting consultants to submit proposals for the St. Helena Downtown Improvements that included streetscape planning and CIP R18-81 design; and
- C. On October 25, 2018, City staff received and reviewed five (5) responsive proposals; and
- D. On November 27, 2018, the City interviewed five firms and found that BKF provided the best combination of qualifications, experience, and local knowledge for the project; and
- E. BKF will meet the City's insurance requirements; and
- F. The project is included in the City Council adopted five-year Capital Improvement Program (CIP) for Fiscal Year 2018/2019; and
- G. A total of \$295,000 is included in CIP R18-81 for design services; and
- H. The proposal from BKF is \$529,000 which includes both streetscape design and construction plans; and
- I. The addition of the streetscape design exceeded the initial design estimates by \$234,000; and
- J. A budget increase for design for CIP R18-81 in the amount of \$234,000 is necessary for FY 2019/20 CIP budget for CIP R18-81; and
- K. Funding for this increase is available through the use of Gas Tax and SB1 funding.

RESOLUTION

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

1. Approves the Professional Services Agreement with BKF for design services in an amount not to exceed \$529,000 and authorizes the City Manager to execute the Professional Services Agreement.
2. Authorizes the City Manager to sign the Caltrans Program Supplement Agreement (PSA) for this specific project in order to receive federal-aid grant funding allocation and other Caltrans related forms specific to this project.
3. Authorizing a budget increase of \$234,000 to design in CIP Project R18-81 in FY 2019/20 with funding allocated from FY 2019/20 SB1 and Gas Tax funds.

Approved at a Regular Meeting of the St. Helena City Council on December 11, 2018, by the following vote:

Mayor: _____
 Vice Mayor: _____
 Councilmember: _____
 Councilmember: _____
 Councilmember: _____

APPROVED:

ATTEST:

 Mayor

 Cindy Tzaopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and BKF(Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as St. Helena Downtown Improvements.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$529,000 (Five Hundred Twenty-nine Thousand Dollars and Zero Cents), 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. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount,

Page 1 of 10

BKF – R18-81

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

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

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

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

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

written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, 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) (collectively, "Liabilities"), 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, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement.

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 AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

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

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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.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant:
 BKF
 1646 North California Boulevard, Suite 400
 Walnut Creek, CA. 94596

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 – ATTORNEYS' FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: Daniel Schaefer
Title: Principal/Vice President

By: _____
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

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

EXHIBIT A – SCOPE OF WORK



WORK PLAN

Our approach to completing the design of improvements to the St. Helena Downtown Improvements Project includes the following elements:

PROGRAM MANAGEMENT AND MEETINGS

BKF will manage the design team as well as track progress, schedule, and budget. We will be responsible for documenting all design decisions and keeping an official record of the project. Furthermore, we will submit monthly progress reports identifying tasks completed, budget status, and issues status. A senior member of our team will perform an independent quality control review of the team's documents prior to each submittal. The review will evaluate constructability, cost, and discrepancies between the disciplines.

We believe that at appropriate phases of the project, meetings are essential to convey ideas and resolve issues. For the St. Helena Downtown Improvements Project, we propose the following meetings per Task.

ELEMENT 1: DOWNTOWN STREETScape PLAN

Task 1: Data Collection

- City of St. Helena: One Kickoff Meeting and One Review Meeting
- Public Utility Company: General public utility meeting to discuss the project

Task 2: Downtown Streetscape Plan

- City of St. Helena: Two Review Meetings; Two City Council Meetings; Two Planning Commission Meetings
- Community/Stakeholders Meeting: BKF will conduct three community/stakeholder meetings with the public and stakeholders. We anticipate the following:

Outreach collateral for print and online which might include: Project logo, flyers, website/social media graphics, mailers, etc.; preparation of meeting agendas, exhibits, presentations, and sign-in sheets; facilitation of stakeholder meetings to gain insight and understand priorities; summary of meetings

Identify appropriate communication channels for stakeholders (City websites, Facebook, Next door, Chamber newsletters, etc.) protocols and policies for social media. Proposal assumes team will provide monthly project updates to City for website post

- Caltrans: One Review Meeting

ELEMENT 2: DOWNTOWN SIDEWALK IMPROVEMENTS

Task 1: Caltrans Local Assistance

- Caltrans: One Review Meeting
- City of St. Helena: One Review Meeting

EXHIBIT A – SCOPE OF WORK



Task 2: Preliminary Engineering

- City of St. Helena: Two Review Meetings and One City Council Meeting
- Business Meeting to develop Staging Strategy: Based on our experience working in retail districts, construction projects can affect local business significantly. We anticipate holding a meeting with local businesses to understand their concerns. We will use the data collected to create a detailed phasing and traffic handling strategy.
- Public Utility Company: General public utility meeting to complete preliminary coordination.

Task 3: Final Engineering

- City of St. Helena: Two Review Meetings; One City Council Meeting
- Caltrans: Two Review Meetings
- Public Utility Company: Final public utility meeting to complete final coordination.

ELEMENT 1: DOWNTOWN STREETScape PLAN

The St. Helena Downtown Streetscape Plan is intended to address the downtown area depicted in Exhibit C and Exhibit D of the RFP as well as addressing the connecting public alleyways between Main Street (Highway 29) and Railroad Avenue, Money Way, and alleyways between Main Street and Oak Avenue in downtown St. Helena.

Task 1: Data Collection

During this task, our team will develop data to understand the project's opportunities and constraints, which will serve as a basis to define the project for use in the environmental assessment and right of way certification. Our objectives during this task include:

- Perform a site assessment to understand topographic, boundary, and utility constraints.
- Review existing pavement conditions and sub grade geotechnical issues.
- Complete an urban design analysis to integrate complete street concepts.
- Review traffic operations along the corridor.

Objective 1 - Initial Site Assessment

- A. Data Collection and Field Review.** The team will research and collect available records from Napa County, the City of St. Helena, and the public utilities to obtain property line, utility data, geotechnical information and traffic information. BKF will field walk the site to create a photographic log along the roadway. During the walk, we will review horizontal and vertical sight distances and note potential areas of conflict. We will take notes of any potential public/private conflicts within rights-of-way and address the need for construction easements during construction and Caltrans encroachment process.

The field reconnaissance will access existing conditions as well as the pedestrian experience. In addition, the Team will review the following: Existing vegetation; signage, storefronts and business types; setbacks; pedestrian connections; historic and special architectural features; driveways, parking, alleys and loading zones.

- B. Right of Way and Surveyed Features.** BKF will complete field surveys along the roadway, acquiring cross sections at 25 foot intervals. We will Caltrans Right of Way Maps to complete a delineation of the right of

EXHIBIT A – SCOPE OF WORK



way. Our team will create base maps including topographic, utility, and preliminary boundary information that will be based on existing as-built plans, right of way and easement maps as provided by the City. Individual properties within the project area will be identified by tax assessor number.

- C. Public Utilities Coordination:** As the project may require the relocation of existing public utilities, BKF will meet with PG&E, Comcast, AT&T, the City of Napa, the City of St. Helena Water System, and the City of St. Helena Sewer/Wastewater System to coordinate relocations and potential upgrades to their facilities.

Deliverables: Base mapping including topography, boundary, and utility information. We will provide the City an electronic and hard copy (1) titled, Task 1, Background Data for St. Helena Downtown Streetscape Plan.

Task 2: Downtown Streetscape Plan

Using the data collected in Task 1, the team will prepare a Conceptual design to define the project for use in engaging the public and Local Assistance. Our objectives during this Task include:

- Complete concept design to define the Basis of Design, conceptual construction cost, and right of way needs;
- identify (not resolve) conflicts between existing conditions and proposed streetscape design; and
- define utilities that the project may relocate.

Objective 1 - Define Project

The conceptual streetscape plans and options for streetscape components will serve as the basis to define the project. The submittal will include the Basis of Design Report, which will summarize the following:

Exhibit showing conflicts between existing conditions and proposed design.

Photometric analysis. We will complete a photometric analysis for the existing lighting system in conformance to the IESNA standards to determine if more lighting is necessary for the project corridors.

Pavement plan with pavement rehabilitation strategies; accessibility exhibit showing areas to upgrade to current standards; striping and signage plan; wayfinding signage; traffic calming (bulb-outs and parklets); connections to rear parking areas; selection and locations of tree grates, trash, seating, bike racks, etc.; sidewalk/crosswalk materials and patterns; lighting and event power; street tree species and irrigation strategy; typical street sections; itemized cost estimate.

Objective 2 - Outreach

Throughout the process Gates will perform basic services which includes the following:

- Outreach Plan
- Outreach collateral for Print and Online which might include: Project logo, flyers, Website/Social Media Graphic, mailers, etc. (4-6 pieces)
- Prepare stakeholders meeting agendas, exhibits, presentations, and sign – in sheets.
- Facilitate 3 stakeholder meetings to gain insight and understand priorities. (2 hours)
- Summary of stakeholder meetings.
- Identify appropriate communication channels for stakeholders (City websites, Facebook, Next door, Chamber newsletters, etc.) protocols and policies for social media. Proposal assumes team will provide monthly project updates to City for post website.

Objective 3 - Enhanced Outreach

As we move forward, Gates will develop a program tailored to support the City's efforts at outreach. After strategizing with the City, the tailored program will be drafted from some of the following enhanced scope items depending on the City's needs and ability to stay within the allocated budget:

EXHIBIT A – SCOPE OF WORK



- Local Youth interns to support outreach
- Translation into Spanish of outreach collateral
- Assist staff to co-conduct stakeholder meeting logistics
- Interactive on-line community survey
- Additional collateral pieces
- Interview key stakeholders (6-8)
- Interactive Map for website
- host and maintain project website linked to City website with monthly updates
- Day long pop – up event
- ½ day event booths
- Social media campaign – schedule, copy and images, hashtags and local tags (Approximately 4/event)
- Tool Kit – instructions and exhibits (digital) for staff or community leader use in presentation to small groups

Objective 4 - Implementation Menu/Phasing of Master Plan (budgeting/menu scenarios):

The Design Team and the City will collaborate on creating an Implementation Menu and Phasing of the Master Plan with approximate costs. This matrix will help the City prioritize the improvements and determine a conceptual phasing plan for the implementation of the improvements.

Deliverables: We will provide the basis of design report, plans, implementation menu, phasing plans, conceptual costs report, and conceptual studies in an electronic and hard copy (1) titled ***Task 2, St. Helena Downtown Streetscape Plan.***

ELEMENT 2: DOWNTOWN SIDEWALK IMPROVEMENTS

The second element is to design and develop construction plans for the Downtown Sidewalk Improvements, City Project No. R18-81 on Main Street from approximately Mitchell Drive to Pine Street that will be based on the approved Downtown Streetscape Plan for work within the sidewalk corridor.

Task 1: Local Assistance Coordination

As a discretionary municipal project, the proposed Downtown Streetscape Plan and Sidewalk Improvements are subject to CEQA and NEPA due to federal funds.

The Downtown Streetscape Plan requires completion of an environmental review process in accordance with CEQA and NEPA. Our team will carry out environmental tasks in accordance with applicable CEQA/NEPA regulations and guidelines, various federal acts, environmental laws at the federal and state level, and the Caltrans environmental review process.

Based on M-Group's review of available materials and information, we are proposing to prepare a Notice of Exemption per CEQA Guidelines, Article 19 Categorical Exemptions. In order to strengthen the exemption justification, all applicable categorical exemptions will be identified including but not limited to Section 15301 Existing Facilities, Section 15302 Replacement or Reconstruction, and Section 15303 New Construction. In addition, the exceptions to the exemptions will be reviewed and documented.

For NEPA purposes, we are proposing to provide environmental services and documentation to support Caltrans in making a NEPA determination, presumed to be a Categorical Exclusion, pursuant to their role as a federal agent on behalf of the Federal Highway Administration (FHWA).

Objective 1: Prepare CEQA Categorical Exemption

EXHIBIT A – SCOPE OF WORK



CEQA Categorical Exemption. The CEQA Guidelines include a list of classes of projects which have been determined not to have a significant effect on the environment and which, therefore, are exempt from the provisions of CEQA. The following classes most closely align with the proposed project:

- Class 1 (Section 15301), Existing Facilities, which includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities
- Class 4 (Section 15304), Minor Alterations to Land, which includes the creation of bicycle lanes on existing rights-of-way.

Given the nature of the proposed improvements, a CE seems most appropriate for this project. M-Group will review the Downtown Streetscape Plan and Sidewalk Improvements, characterize existing conditions and develop a CEQA compliant project description. M-Group will collaborate with the project team and Public Works staff to refine the project description and clarify the extent and limits of construction activities. We will prepare CEQA compliant environmental documentation and draft a Notice of Exemption in accordance with CEQA Guidelines Article 19 Categorical Exemptions. All environmental findings will be assimilated into a concise document itemizing the applicability of the exemption and addressing all exceptions to the exemption. M-Group will coordinate with the project team to file the Notice of Exemption (NOE) with the County Clerk and Office of Planning and Research (OPR).

Deliverables: We will provide the technical documents in an electronic and hard copy.

Objective 2: Prepare NEPA Documentation

M-Group will prepare environmental documentation for the project upon which Caltrans can rely for NEPA purposes. We will assist with assembling and submitting materials to Caltrans including completion of the Categorical Exclusion Checklist. It is expected that the environmental documentation will support a Notice of Exclusion. This Task includes coordination with the project team, technical specialists (as warranted), and Caltrans, and submittal of environmental documents to Caltrans including the Exclusion Checklist and supporting materials.

Deliverables: We will provide the technical documents in an electronic and hard copy.

Objective 3: Prepare Various Technical Memoranda

BKF will prepare the following technical memorandums to support the project based on the field review: Traffic Routing, Thermoplastic Striping, Equipment Staging, Water Quality/ Resources, Hydraulic Study, FAA Airport Notice, and Tree/ Vegetation Protection. We will additionally provide memoranda related to work within the floodplain including a boundary schematic, map, and encroachment report.

Objective 4: Prepare Right of Way Certification - to be completed as part of Task 3

BKF will provide documentation as required by Local Assistance to demonstrate that the project has the necessary right of way clearances to construct the project.

Utility Certification: BKF will identify by potholing high-risk facilities and document public utility relocations necessary to construct the project. We will coordinate with public utilities as necessary for relocation of their facilities.

Prepare Legal Descriptions and Plat Maps for TCE: Based on improvements illustrated in the 75% documents, areas of temporary construction easements will be defined. BKF will prepare legal descriptions and plat maps for up to 20 locations in the project area.

Objective 5: Request for Authorization Process - E76 - to be completed as part of Task 3

With the approval of the environmental review and with acquisition of all rights of way necessary for the project, BKF will compile documents necessary for the Request for Authorization Process (E76). Our dedicated Local Assistance

EXHIBIT A – SCOPE OF WORK



Coordinator, Brock Roby, will support the City to compile the Request for Construction Authorization 13-D, Finance Letter 3-O, Final Field Review Form 7-B, PCE Form, ROW Certification 13-A, and Final PS&E Package

Deliverables: We will provide the technical documents in an electronic and hard copy (1) titled, ***Task 1, Caltrans Local Assistance Coordination for St. Helena Downtown Sidewalk Improvements Project.***

Task 2: Preliminary Engineering

Using the data collected during the Downtown Streetscape Plan Tasks and upon authorization by the City to move forward with the Main Street Sidewalk Improvements, the team will prepare a preliminary design based on the conceptual streetscape plan. Our objectives during this Task include:

- Complete preliminary engineering based on the Basis of Design to further refine construction cost, and right of way needs; resolve conflicts between existing conditions and proposed streetscape design; and confirm utilities that the project may relocate.

Objective 1 – Preliminary Plans

The preliminary (35%) design will serve as the basis to move into final engineering the project. The submittal will include:

- Photometric Analysis (We will complete a final photometric analysis in conformance to the IESNA standards); Drainage Report (BKF will complete a final drainage report documenting hydraulic capacity. The report will indicate strategies for complying with NPDES provision C.3 should the City choose to explore these opportunities); horizontal layout plan; typical cross sections; pavement plan; striping and signage plan; planting plan; special provisions in an outline format; right of way acquisition exhibit illustrating temporary construction easements; public utility relocation exhibits; temporary construction easement exhibits; and cost estimate.

Objective 2 – Confirm Utility Conflicts and Resolutions

BKF will retain a licensed general engineering contractor to pothole underground utilities at strategic locations to define the horizontal and vertical locations. Additionally, depending on the pavement rehabilitation strategy, we may acquire additional data in the roadway to confirm utilities are not located within the proposed structural section. We will acquire the location using traditional survey techniques.

Objective 3 – City Council Meeting

To inform stakeholders and community members of the project, we will host a meeting at City Hall to discuss the proposed project to review and potentially modify or approve the Preliminary Documents. We will modify the documents based on City Council comments.

Deliverables: Upon authorization to proceed by City Council, we will provide an electronic and hardbound copy (1) titled ***Task 2, Preliminary Engineering Plans for St. Helena Downtown Sidewalk Improvements Project.***

Task 3: Final Engineering

Objective 1: Plans, Specifications, and Estimate

The objective of this task is to develop the documents, including plans and specifications, to a level necessary for submittal to Local Assistance demonstrating the project is ready for construction. The team will prepare construction

EXHIBIT A – SCOPE OF WORK



documents, including plans and specifications, in accordance with the City's standards for formal submittals at the 75%, 90%, and 100% level of completeness. We anticipate a draft 100% submittal will be used for the E76 submittal. Upon approval, the team will include a final 100% set for bidding. Each submittal will contain the following plan elements:

- title and key map sheet
- horizontal layout plan
- typical cross sections
- pavement repair plan
- utility relocation plan
- striping and street signage plan
- landscape planting plan
- site furnishing plan
- construction phasing and staging
- construction details

Additionally, special provisions in an outline format; right of way acquisition plat and legal descriptions; temporary construction easement plats and legal descriptions; and final cost estimate, including downtown streetscape plan.

In the 75% submittal, the team will include the City's front end specifications into the special provisions and incorporate federal bid requirements as required by the Local Assistance. We will also prepare costs estimates at each submittal that also take into account the entire Downtown Streetscape Plan.

Objective 2: Local Assistance

BKF will prepare the documentation associated with local assistance as specified in Task 1, which includes, but is not limited to, the following:

Caltrans Request for Authorization to Proceed with Right of Way and Utility Relocation; Caltrans Encroachment Permit application; and Caltrans Authorization to Proceed with Construction.

Objective 3 – City Council Meeting

Upon authorization to proceed with construction by Caltrans, we will attend a meeting with City Council for acceptance of the Final Engineering Plans and Construction Documents, including engineers cost estimate and authorization to proceed with advertisement.

Deliverable: Each progress submittal will include hard copies of plans, specifications, and construction cost estimate. We will additionally provide an electronic version of the submittal in Adobe Acrobat format.

Task 4: Bid Assistance

Our support during bidding will include:

- *Pre-Bid Conference:* BKF will attend a pre bid conference to provide information to contractors and answer questions.
- *Bid Addenda:* BKF will respond to contractor questions and issue addenda.
- *Bid Opening:* BKF will be present at the bid opening.
- *Bid Documents:* BKF will prepare conformed bid documents based on any issued addenda and will provide an electronic file and hard copy of all working documents.
- *Caltrans Award Package:* BKF will prepare the Caltrans construction award package after city council has awarded the contract.

Task 5: Construction Design Support

Contractor Request for Information (RFI): BKF will respond to RFI's with City review during construction.

EXHIBIT A – SCOPE OF WORK



Punchlist: BKF will walk the site with the Contractor and the City to provide for feedback on any outstanding items to complete the project. We will create a matrix and narrative of any outstanding items. We anticipate two field visits: one preliminary and one final.

Project Close Out: BKF will prepare as-built record drawings at the completion of construction based on redline markups from the contractor and any changes due to the RFI process. We will prepare and provide an electronic file and hard copy of all working documents.

COMPENSATION

The Consultant will perform these services on a time and materials basis for a not to exceed amount of \$529,000. Any contingency items not outlined in this scope of work are required to be approved in writing by the Public Works Director prior to proceeding.

St. Helena Downtown Streetscape and Sidewalk Improvements

St. Helena Downtown Streetscape and Sidewalk Improvements

ID	Task Name	Duration	Start	Finish	Predecessors
40	Prepare Preliminary Engineer's Estimate	5 days	Mon 11/11/19	Fri 11/15/19	39
41	City Review Meeting	0 days	Fri 12/13/19	Fri 12/13/19	40FS+20 days
42	Prepare Preliminary Engineering Plans	10 days	Mon 12/16/19	Fri 12/27/19	41
43	City Council Review Meeting	0 days	Fri 1/24/20	Fri 1/24/20	42FS+20 days
44	Deliverable: Preliminary Engineering Plans for St. Helena Downtown Sidewalk Improvements	0 days	Fri 1/24/20	Fri 1/24/20	43
45	Project Task 3 Final Construction Engineering	270 days	Mon 1/27/20	Fri 2/5/21	44
46	Prepare Final Engineering Plans, Specifications and Estimate	141 days	Mon 1/27/20	Mon 8/10/20	
47	75% Submittal	90 days	Mon 1/27/20	Fri 5/29/20	
48	City Review	10 days	Mon 6/1/20	Fri 6/12/20	47
49	90% Submittal	30 days	Mon 6/15/20	Fri 7/24/20	48
50	City Review	10 days	Mon 7/27/20	Fri 8/7/20	49
51	100% Submittal	1 day	Mon 8/10/20	Mon 8/10/20	50
52	Caltrans Request for Authorization to Proceed (R/W and Utility Relocation)	65 days	Tue 8/11/20	Mon 11/9/20	51
53	Caltrans Encroachment Permit Application	65 days	Tue 8/11/20	Mon 11/9/20	51
54	Caltrans Request for Authorization to Proceed with Construction	42 days	Tue 11/10/20	Wed 1/6/21	53
55	City Council Approval Meeting	0 days	Tue 2/2/21	Tue 2/2/21	54FS+19 days
56	Deliverable: Final Engineering Plans for St. Helena Downtown Sidewalk Improvements Project	1 day	Fri 2/5/21	Fri 2/5/21	55FS+2 days
57	Task 4 Bidding Support	40 days	Wed 2/3/21	Tue 3/30/21	
58	Bidding Support	30 days	Wed 2/3/21	Tue 3/16/21	55
59	Bid Evaluation	2 days	Wed 3/17/21	Thu 3/18/21	58
60	Conform Plan Set	7 days	Fri 3/19/21	Mon 3/29/21	59
61	Caltrans Construction Award package	0 days	Mon 3/29/21	Mon 3/29/21	60
62	Deliverable: Bid Assistance for St. Helena Downtown Sidewalk Improvements Project	1 day	Tue 3/30/21	Tue 3/30/21	61
63	Task 5 Construction Design Support	202 days	Wed 4/14/21	Thu 1/20/22	
64	Construction Support and RFI Response	160 days	Wed 4/14/21	Tue 11/23/21	62FS+10 days
65	Punch Walk	2 days	Wed 11/24/21	Thu 11/25/21	64
66	Record Drawings	20 days	Fri 12/24/21	Thu 1/20/22	65FS+20 days
67	Deliverable: Construction Design Support for St. Helena Downtown Sidewalk Improvements Project	0 days	Thu 1/20/22	Thu 1/20/22	66

BKF ENGINEERS

Page 2

DECEMBER 6, 2018

BkF100 YEARS ENGINEERS / SURVEYORS / PLANNERS St. Helena Downtown Fee Proposal																					
12/15/2018 Published Billing Rates										BKF Fee		Gates & Associates Urban Design & Landscaping		M-Group Environmental			Total Fee				
BKF Engineers Project Manager - Engineer										Total BKF Hours		Principal		Staff		Principal					
Principal										Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1			
										Principal		Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1	
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										Principal		Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1	
										Principal		Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1	
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										Principal		Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1	
										Principal		Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1	
										Principal		Field Crew		Project Manager		Engineer/Surveyor 3		Engineer/Surveyor 2		Engineer/Surveyor 1	
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 St. Helena Downtown Fee Proposal									
12/15/2018 Published Billing Rates									
e	City Council Approval Meeting							4	\$824
f	Deliverable: Final Engineering Plans for St. Helena Downtown Sidewalk Improvements Project						2		\$258
Task 3 Subtotal:		6	82	92	144	242	0	566	\$86,318
Task 4 Bidding Support									
a	Bidding Support		4	8				12	\$2,168
b	Bid Evaluation			2				2	\$336
c	Conform Plan Set		2	4	8	16		30	\$4,332
d	Caltrans Construction Award package		6	8				14	\$2,580
e	Deliverable: Bid Assistance for St. Helena Downtown Sidewalk Improvements Project						2		\$258
Task 4 Bidding Support Subtotal:		0	12	22	8	18	0	60	\$9,674
Task 5 Construction Design Support									
a	RFI Response		30	40		20		90	\$15,480
b	Punch Walk		4	8		8		20	\$3,200
c	Record Drawings		1			8		9	\$1,238
d	Deliverable: Construction Design Support for St. Helena Downtown Sidewalk Improvements Project						2		\$258
Task 5 Construction Design Support Subtotal:		0	35	48	0	38	0	121	\$20,176
Subtotal Labor Element 2:		11	235	294	200	452	0	1,144	\$188,350
Total Element 1 and Element 2									\$328,616
Reimbursable Expenses									
	Printing, Postage, and Travel								
	Historical, Cultural & Paleontological Resources Record Search								
Subtotal Reimbursable Expenses									
Subtotal Labor Plus Reimbursable Expenses (including approved Optional Items)									
Total Labor Plus Reimbursable Expenses (including approved Optional Items and Project Contingency)									



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: New Business

Subject: Authorization Of The City Council To Review Otherwise Confidential Customer Water Usage Data For Purpose of Verifying Compliance With Water Use Agreements or Conditions of Project Approval By:

- (1) Introduce and Conduct the First Reading of the Ordinance Adding Sections 13.04.215 and 13.12.120 To The St. Helena Municipal Code ("SHMC");**
- (2) Direction To The Planning Commission To Review The Proposed Amendment Of SHMC Section 17.08.060; and**
- (3) Adoption of Draft Resolution Designating City Council Subcommittee To Review Water Customers' Usage Data, Effective Upon Effective Date of Ordinance**

CEQA Not a CEQA project
Determination:

Prepared By: Thomas B. Brown, City Attorney

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

DISCUSSION

At its October 23, 2018 City Council meeting, the Council considered the policy question whether, and how, to allow the City Council to access otherwise confidential water customer water usage data for the purpose of verifying customer's compliance with water use agreements and conditions imposed or representations made during the land use approval process. The Council received a staff report (**Attachment 1**) and input from the City Manager and City Attorney. The Council also received testimony and input from the public.

At the conclusion of the presentation from staff and the input from the community and, after Council deliberation, the Council directed staff to prepare an ordinance allowing the Council to access otherwise confidential customer water usage data to verify customer compliance. The Council's direction was that, pursuant to the new ordinance, the Council would form an "ad hoc" working group of two Council members to perform the compliance review and report back to the full Council and public, without revealing confidential information, about users' compliance.

The attached draft ordinance (**Attachment 2**) provides that authority, and the attached draft resolution (**Attachment 3**), which will be effective once the draft ordinance is in effect, would exercise that new authority by creating the Council working group.

In addition, the attached second draft ordinance (**Attachment 4**) would amend the City's Zoning Ordinance to provide similar authority to ensure and allow verification of project applicants' compliance with water and water neutrality conditions of approval imposed on land use entitlements such as Use Permits. The Planning Commission must consider and make a recommendation for the Council on any amendments to the Zoning Ordinance.

FISCAL IMPACT

There will be no direct fiscal impact to the General Fund related to this report.

RECOMMENDED ACTION

1. Introduce and conduct the first reading of the ordinance (**Attachment 2**) authorizing the City Council to access otherwise confidential water customer water usage data for the purpose of verifying customer compliance with water use agreements and water neutrality requirements by title only and waive further reading.
2. Consider, discuss and approve or provide other direction for the draft resolution (**Attachment 3**), which would be effective upon the effective date of the ordinance (**Attachment 2**), implementing the new ordinance by creating Council working group to access otherwise confidential water customer water usage data for the purpose of verifying customer compliance with water use agreements and conditions imposed or representations made during the land use approval process.
3. Direct Planning Commission to consider and make a recommendation concerning the draft ordinance amending the Zoning Ordinance, SHMC section 17.08.060.

ATTACHMENTS

[10-23-18 Staff Report - Pdf](#)

[St. Helena Ordinance Granting Council Authority To Review Water Use Compliance 4823-0010-4313 v.1](#)

[St. Helena Ordinance Amending SHMC Section 17.08.060 Authorizing Council Review Of Water Usage 4820-0950-9505 v.1](#)

[Resolution Designating Council Subcommittee To Review and Report On Water Customers Confidential Usage Data 4834-2413-9392 v.1](#)



Report to the City Council
Council Meeting of October 23, 2018

Agenda Section: New Business

Subject: Disclosure Of Water Customer Usage Data To Verify Water Customers' Compliance With Obligations Imposed By Agreements And/Or Water Neutrality Or Other Conditions of Land Use Approvals

CEQA Determination: Not a CEQA project

Prepared By: Thomas B. Brown, City Attorney

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report is in response to the City Council's request at its regular meeting on September 11, 2018 to agendize a discussion concerning the possible disclosure of water customer usage data for purposes of verifying the customer's compliance with obligations imposed by contract or water neutrality or other conditions of land use project approval. Water neutrality is required of all new development pursuant to St. Helena Municipal Code (SHMC) section 13.12.030, and compliance with water neutrality is generally imposed on new development projects as a standard condition of all new development. Under the City's ordinance and practice, water neutrality is generally achieved by retrofitting/replacing existing high use toilets, faucets and other features.

As we discuss below, this report offers the following considerations:

- Under the PRA, Council members have no greater access to public records than the public;
- Under the PRA, documents containing water customers' water usage information are confidential;

- Section 6254.16(f) of the PRA authorizes the Council to disclose such information to the public generally upon the finding that the public interest in such disclosure clearly outweighs the interest in nondisclosure;
- Section 6254.16(f) does not authorize the Council to limit the disclosure to Council members;
- Apart from Section 6254.16 or the PRA, the Council has the constitutional police power to take appropriate action to vest itself with the ability to independently verify water customers' compliance with water use agreements and/or project conditions/representations concerning use of City water and/or water neutrality;
- Section 6252.5 of the PRA allows the Council the attendant right to inspect otherwise confidential documents containing water customers' water use data for the purpose of carrying out such duty to independently verify customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use; and
- Where Council members inspect such otherwise confidential documents, they have the obligation to maintain the confidentiality of those documents and the confidential information they contain.

DISCUSSION

A. Under The Public Records Act, City Council Members Have No Greater Right To Inspect Public Records Than Members Of The Public.

"Local agencies and their officials (i.e. City Council members) are entitled to access public records on the same basis as any other persons." (Government Code §6252.5.) Thus, Council members have no greater right of access to public records than does the public. (Los Angeles Unified School Dist. v.. Superior Ct. (2007) 151 Cal.App.4th 759, 773.) However, officials "might be authorized to access public records of their own agency that are otherwise exempt if such access is permitted by law as part of their official duties." (League of California Cities, The People's Business: A Guide to the Public Records Act (April 2017) ("People's Business"), p. 16; see also Government Code §6252.5.)

B. Government Code Section 6254.16 Makes Customers' Water Usage Data Confidential Unless One Of Its Exceptions Applies.

As the City Council has previously discussed at its meeting on August 8, 2017 (a copy of the staff report for that matter is attached as Exhibit 1), Government Code section 6254.16 generally makes "the disclosure of the name, credit history, utility usage data, home address, or telephone number of utility customers of local agencies" exempt from inspection under the PRA. However, Section 6254.16 recognizes an exception for the

“disclosure of name, utility usage data, and the home address of utility customers” under the following situations:

- (a) To an agent or authorized family member of the person to whom the information pertains.
- (b) To an officer or employee of another governmental agency when necessary for the performance of its official duties.
- (c) Upon court order or the request of a law enforcement agency relative to an ongoing investigation.
- (d) Upon determination by the local agency that the utility customer who is the subject of the request has used utility services in a manner inconsistent with applicable local utility usage policies.
- (e) Upon determination by the local agency that the utility customer who is the subject of the request is an elected or appointed official with authority to determine the utility usage policies of the local agency, provided that the home address of an appointed official shall not be disclosed without his or her consent.
- (f) Upon determination by the local agency that the public interest in disclosure of the information clearly outweighs the public interest in nondisclosure.”

Subsections (a), (b), (c), (d), and (e) do not appear to apply to the current scenario because the question does not involve the user, another agency, a court order, local utility usage policies, or a public official. Subsection (f), however, is applicable, and authorizes the Council to override the otherwise general confidentiality of water usage data by finding that the public interest in the disclosure of customers’ water usage data “clearly outweighs” the interest in nondisclosure. When the City Council previously addressed this question, the Council did not vote to make the determination under Section 6254.16(f). The staff report for that meeting sets forth some of the competing issues the Council considered in making its decision.

The language of the exception under Section 6254.16(f)--the information “shall be made available upon request”--would appear to envision a broad, general “override” for the public generally. That language does not explicitly state, nor does it appear to envision, that Section 6254.16(f) may be used to authorize a “limited” override for access only by all or part of the City Council. Thus, it is our view that Section 6254.16(f) may only be invoked by the Council to authorize the broader access for the public generally.

However, another section of the PRA, Section 6252.5, in our view authorizes the Council to grant such limited access by all or part of the Council. In our view, Section 6252.5 allows the Council to grant Council members limited access to otherwise confidential customer water usage data where the Council determines that its duties, or

the duties of a Council subcommittee, include and require the independent verification of customers' compliance with water use agreements or project conditions or representations.

C. The Council May Grant Its Members The Right And Duty To Inspect Otherwise Confidential Documents Containing Customers' Water Use Data For The Limited Purpose Of Independently Verifying Those Customers' Compliance With Water Use Agreements Or Project Conditions/Representations Under The "Administration of Official Duty" Exception.

Again, Council members generally have no greater right of access to public records than does the public generally. (PRA, §6252.5.) However, the PRA also provides that Council members may "access public records of their own agency that are otherwise exempt if such access is permitted by law as part of their official duties." (See People's Business, p.16; see also Government Code §§ 6252.5, 6252.7.) Currently, there is no explicit authority that establishes that Council members have either the duty or the authority to review, verify or audit water customers' compliance with water use agreements or water neutrality or other project conditions/representations. Both the St. Helena Municipal Code and the Government Code are silent on this matter. (See generally Government Code §§37100 et seq. (setting forth the powers of City Councils); St. Helena Municipal Code, Chapter 2.04.)

However, under the California Constitution, the City Council has broad police power authority "to make and enforce all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." (Cal. Const. art. XI, section 7.) We are aware of no state (general) law that would prohibit the City Council from granting itself, or a subcommittee, the authority and duty to take actions it deems necessary and appropriate to independently verify compliance with City laws, agreements and resolutions. The police power is deemed to encompass such actions.

Accordingly, if the City Council desires, it may vest the City Council as a whole with the duty to review documents necessary for purposes of independently verifying water customers' compliance with the terms of water use agreements or project water neutrality or other conditions/representations. Alternatively, the Council has similar authority to create a Council subcommittee by which appointed Council members would be charged with such a duty to review customers' compliance.

Such a subcommittee would be subject to the Brown Act unless it had only a limited duration and function. (See Government Code §54952.) The subcommittee would not be subject to the Brown Act only if it were "advisory" only, consisted only of two Council members, and was addressing a limited, "ad hoc" task only and was not "standing" (i.e. ongoing).

D. If The Council Does Not Make The Broad Determination Under Section 6254.16(f), But Instead Only Grants Council Members The Right And Duty To

Inspect Documents Containing Water Customers' Otherwise Confidential Water Usage Data, Council Members Must Maintain The Confidentiality Of The Documents And Data.

If the City Council authorizes some or all Council members to inspect customers' water usage data, such documents and information would remain confidential from disclosure to the public, in contrast with the Section 6254.16 exemption discussed above. This is because when Council members act within the scope of their office and administering their duty to verify water customers' compliance, they are not considered to be accessing such documents as a "member of the public." (See Government Code §6252(b) ("Member of the public' means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his or her membership, agency, office, or employment.")) As such, all Council members whom the Council may authorize to inspect such otherwise confidential records for the limited purpose of independently verifying customers' compliance with water use agreements or project conditions/representations would be prohibited from disclosing to any person the otherwise confidential documents and the confidential information they contain. Council members would be required to maintain the confidentiality of such documents and information to the same extent as staff.

E. Conclusions.

In short, the following considerations should help to inform the Council's consideration of these issues:

- Under the PRA, Council members have no greater access to public records than the public;
- Under the PRA, documents containing water customers water usage information is confidential;
- Section 6254.16(f) of the PRA authorizes the Council to establish policy for the City to disclose such information to the public generally upon the finding that the public interest in such disclosure clearly outweighs the interest in nondisclosure, but does not authorize the Council to limit the disclosure to Council members;
- The Council has the constitutional police power to vest itself with the right and duty to independently verify water customers' compliance with water use agreements and/or project conditions/representations concerning water neutrality and/or use of City water;
- Section 6252.5 of the PRA allows the Council the attendant right to inspect otherwise confidential documents containing water customers' water use data for the purpose of carrying out the duty to independently verify customers' compliance with water use agreements or project conditions/representations; and

- Where Council members inspect such otherwise confidential documents, they have the obligation to maintain the confidentiality of those documents and the confidential information they contain.

FISCAL IMPACT

There will be no Council action nor fiscal impact to the General Fund related to this item.

RECOMMENDED ACTION

Staff recommends that the Council consider the issues discussed above, and provide direction as appropriate.

CITY OF ST. HELENA

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA,
CALIFORNIA, AMENDING THE ST. HELENA MUNICIPAL CODE TO ADD
SECTIONS 13.04.215 AND 13.12.120.**

The City Council of the City of the City of St. Helena ordains as follows:

SECTION 1. Findings.

The City Council finds as follows:

- A. The City of St. Helena has in the past treated water customers' usage data as confidential pursuant to the Public Records Act, Government Code section 6254.16. Recently, after members of the public expressed the view that the public interest would be served by allowing City Council members access to such water usage data for purposes of verifying customers' compliance with water use agreements and conditions imposed on, and representations made by applicants for land use approvals, the Council directed staff to place an item on the City Council agenda for the Council to consider the policy and legal issues associated with that view.
- B. On October 23, 2018, in response to the Council's direction, the City Council received a staff report from the City Attorney setting forth the law governing the issue. The report concluded that:
 - Under the PRA, Council members have no greater access to public records than the public;
 - Under the PRA, documents containing water customers' water usage information are confidential;
 - Section 6254.16(f) of the PRA authorizes the Council to disclose such information to the public generally upon the finding that the public interest in such disclosure clearly outweighs the interest in nondisclosure;
 - Section 6254.16(f) does not authorize the Council to limit the disclosure to Council members;
 - Apart from Section 6254.16 or the PRA, the Council has the constitutional police power to take appropriate action to vest itself with the ability to independently verify water customers' compliance with water use agreements and/or project conditions/representations concerning use of City water and/or water neutrality;
 - Section 6252.5 of the PRA allows the Council the attendant right to inspect otherwise confidential documents containing water customers' water use data for

the purpose of carrying out such duty to independently verify customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use; and

- Where Council members inspect such otherwise confidential documents, they have the obligation to maintain the confidentiality of those documents and the confidential information they contain.
- C. Having read and considered the staff report containing the City Attorney's conclusions, as well as input from the community, the City Council directed the staff to prepare an ordinance and resolution authorizing the City Council to designate a subcommittee of its members, as part of their duties under the St. Helena Municipal Code, to review water customers' otherwise confidential usage data for the purpose of independently verifying customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use.
- D. On December 11, 2018, the City Council considered this Ordinance at a public meeting, and all interested parties were given full opportunity to be heard and to present evidence and arguments about the Ordinance.

SECTION 2. Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance is not a project subject to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.). Further the City Council finds that the proposed Ordinance is exempt from the requirements of CEQA, under Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and therefore, the Ordinance is not subject to CEQA.

SECTION 3. Adding Sections 13.04.215 and 13.12.120.

Sections 13.04.215 and 13.12.120 are hereby added to the St. Helena Municipal Code to read as set forth in the attached Exhibit A.

SECTION 4. Severability.

The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5. Effective Date.

This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this Ordinance shall be published once with the names of the members of the Council voting for and against the Ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

SECTION 6. General Plan Consistency.

The Ordinance is consistent with the General Plan.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the ____ day of _____, _____ and was adopted at a regular meeting of the St. Helena City Council on the ____ day of _____, _____ by the following vote:

Mayor Ellsworth:	_____
Vice Mayor _____:	_____
Councilmember Chouteau:	_____
Councilmember Dohring:	_____
Councilmember Koberstein:	_____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, _____. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, _____ by the following vote:

Mayor Ellsworth:	_____
Vice Mayor _____:	_____
Councilmember Chouteau:	_____
Councilmember Dohring:	_____
Councilmember Koberstein:	_____

Exhibit A

13.04.215 City Council authority and discretion to verify compliance.

The City Council shall have the authority and discretion take those actions it deems necessary and appropriate to verify and ensure compliance with agreements for the provision by the city of water, including without limitation the authority, consistent with requirements of state and federal law, to designate a City Council subcommittee to review customer water use data and documents. Council subcommittee members shall report their findings to the full City Council, and shall maintain the confidentiality of the water customers' usage data and information.

13.12.120 City Council authority and discretion to verify compliance.

The City Council shall have the authority and discretion take those actions it deems necessary and appropriate to verify and ensure compliance with the requirements of this chapter, including without limitation the authority, consistent with requirements of state and federal law, to designate a City Council subcommittee to review customer water use data and documents. Council subcommittee members shall report their findings to the full City Council, and shall maintain the confidentiality of the water customers' usage data and information.

CITY OF ST. HELENA

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, AMENDING ST. HELENA MUNICIPAL CODE SECTION 17.08.060.

The City Council of the City of the City of St. Helena ordains as follows:

SECTION 1. Findings.

The City Council finds as follows:

- A. The City of St. Helena has in the past treated water customers' usage data as confidential pursuant to the Public Records Act, Government Code section 6254.16. Recently, after members of the public expressed the view that the public interest would be served by allowing City Council members access to such water usage data for purposes of verifying customers' compliance with water use agreements and conditions imposed on, and representations made by applicants for land use approvals, the Council directed staff to place an item on the City Council agenda for the Council to consider the policy and legal issues associated with that view.
- B. On October 23, 2018, in response to the Council's direction, the City Council received a staff report from the City Attorney setting forth the law governing the issue. The report concluded that:
 - Under the PRA, Council members have no greater access to public records than the public;
 - Under the PRA, documents containing water customers' water usage information are confidential;
 - Section 6254.16(f) of the PRA authorizes the Council to disclose such information to the public generally upon the finding that the public interest in such disclosure clearly outweighs the interest in nondisclosure;
 - Section 6254.16(f) does not authorize the Council to limit the disclosure to Council members;
 - Apart from Section 6254.16 or the PRA, the Council has the constitutional police power to take appropriate action to vest itself with the ability to independently verify water customers' compliance with water use agreements and/or project conditions/representations concerning use of City water and/or water neutrality;
 - Section 6252.5 of the PRA allows the Council the attendant right to inspect otherwise confidential documents containing water customers' water use data for the purpose of carrying out such duty to independently verify customers'

compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use; and

- Where Council members inspect such otherwise confidential documents, they have the obligation to maintain the confidentiality of those documents and the confidential information they contain.
- C. Having read and considered the staff report containing the City Attorney's conclusions, as well as input from the community, the City Council directed the staff to prepare an ordinance and resolution authorizing the City Council to designate a subcommittee of its members, as part of their duties under the St. Helena Municipal Code, to review water customers' otherwise confidential usage data for the purpose of independently verifying customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use.
- D. The City's Planning Commission reviewed the amendments proposed by this Ordinance at a duly noticed public hearing on _____. After all interested parties were given full opportunity to be heard, and to present evidence, the Planning Commission voted to recommend to the City Council that the Council adopt the amendments to Section 17.08.060 proposed by this Ordinance.
- E. On _____, the City Council conducted a duly noticed public hearing to consider this ordinance, and all interested parties were given full opportunity to be heard and to present evidence.
- F. The proposed amendments would further the public necessity, convenience, general welfare and good zoning practice by providing the city with enhanced ability to verify whether project applicants comply with representations and assurances they make during the project application review and approval process and with conditions of project approval, consistent with state and federal law.

SECTION 2. Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend the St. Helena Municipal Code is exempt from the requirements of CEQA, under Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore, the activity is not subject to CEQA.

SECTION 3. Amending Section 17.08.060.

Section 17.08.060 of the St. Helena Municipal Code is hereby amended to read as set forth in the attached Exhibit A.

SECTION 4. Severability.

The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the

validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5. Effective Date.

This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this Ordinance shall be published once with the names of the members of the Council voting for and against the Ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

SECTION 6. General Plan Consistency.

The proposed amendments are consistent with the General Plan.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the ____ day of _____, ____ and was adopted at a regular meeting of the St. Helena City Council on the ____ day of _____, ____ by the following vote:

Mayor Ellsworth:	_____
Vice Mayor ____:	_____
Councilmember Chouteau:	_____
Councilmember Dohring:	_____
Councilmember Koberstein:	_____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, _____. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, _____ by the following vote:

Mayor Ellsworth:	_____
Vice Mayor _____:	_____
Councilmember Chouteau:	_____
Councilmember Dohring:	_____
Councilmember Koberstein:	_____

Exhibit A

17.08.060 Authority of final decision-making body and verification of compliance with project representations and conditions.

- A. In considering an application for a permit or other discretionary approval authorized by this title, the final decision-making body may approve, deny or modify the application consistent with the evidence presented to it and the appropriate findings required by this title. Final decision-making bodies may require changes to applications and/or impose conditions of approval in order to effect the policies of the general plan and the purpose of this title. Such conditions include but are not limited to: dedication of land; installation of specific improvements; size, design and placement of buildings or structures; landscaping; conservation of water, limitations on use and/or hours of operation, and verification of representations made by and conditions imposed on project applicants. Such conditions shall be reasonably related to the use of the property for which the permit or other discretionary approval is requested.
- B. The City Council shall have the authority and discretion take those actions it deems necessary and appropriate to verify and ensure compliance with conditions imposed on and representations made by project applicants, including without limitation the authority, consistent with requirements of state and federal law, to designate a City Council subcommittee to review customer water use and other documents. Council subcommittee members shall report their findings to the full City Council, and shall maintain the confidentiality of the water customers' usage data and information.

Attachment 9

CITY OF ST. HELENA

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA DESIGNATING A CITY COUNCIL SUBCOMMITTEE TO REVIEW OTHERWISE CONFIDENTIAL WATER CUSTOMER WATER USAGE DATA FOR PURPOSE OF VERIFYING CUSTOMERS' COMPLIANCE WITH WATER USE AGREEMENTS AND CONDITIONS IMPOSED ON AND REPRESENTATIONS MADE BY LAND USE PROJECT APPLICANTS

RECITALS

A. The City of St. Helena has in the past treated water customers' usage data as confidential pursuant to the Public Records Act, Government Code section 6254.16. Recently, after members of the public expressed the view that the public interest would be served by allowing City Council members access to such water usage data for purposes of verifying customers' compliance with water use agreements and conditions imposed on, and representations made by applicants for land use approvals, the Council directed staff to place an item on the City Council agenda for the Council to consider the policy and legal issues associated with that view.

B. On October 23, 2018, in response to the Council's direction, the City Council received a staff report from the City Attorney setting forth the law governing the issue. The report concluded that:

- Under the PRA, Council members have no greater access to public records than the public;
- Under the PRA, documents containing water customers' water usage information are confidential;
- Section 6254.16(f) of the PRA authorizes the Council to disclose such information to the public generally upon the finding that the public interest in such disclosure clearly outweighs the interest in nondisclosure;
- Section 6254.16(f) does not authorize the Council to limit the disclosure to Council members;
- Apart from Section 6254.16 or the PRA, the Council has the constitutional police power to take appropriate action to vest itself with the ability to independently

verify water customers' compliance with water use agreements and/or project conditions/representations concerning use of City water and/or water neutrality;

- Section 6252.5 of the PRA allows the Council the attendant right to inspect otherwise confidential documents containing water customers' water use data for the purpose of carrying out such duty to independently verify customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use; and
- Where Council members inspect such otherwise confidential documents, they have the obligation to maintain the confidentiality of those documents and the confidential information they contain.

C. Having read and considered the staff report containing the City Attorney's conclusions, as well as input from the community, the City Council adopted ordinances authorizing the City Council to designate a subcommittee of its members, as part of their duties under the St. Helena Municipal Code, to review water customers' otherwise confidential usage data for the purpose of independently verifying customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use.

RESOLUTION

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

1. The Council hereby appoints a subcommittee comprised of _____ and _____ to review water customers' otherwise confidential usage data for the purpose of independently verifying customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use.
2. Council subcommittee members shall report their findings to the full City Council, and shall maintain the confidentiality of the water customers' usage data and information.
3. This resolution shall be effective upon the effective date of the ordinance (No._____) authorizing it.

Approved at a Regular Meeting of the St. Helena City Council on January 10, 2017, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor _____:	_____
Councilmember Chouteau:	_____
Councilmember Dohring:	_____

Councilmember Koberstein: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of December 11, 2018

Agenda Section: New Business

Subject: Consideration of Refunding the City of St. Helena's 2005B Wastewater and 2006A Water Bonds

CEQA Not a CEQA project
Determination:

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

As a part of the City's ongoing effort to implement cost savings, the City has identified two outstanding bond issues that could be refinanced for debt service savings for both the Water and Wastewater Funds. In 2005, the City approved the issuance of California Statewide Communities Development Authority (CSCDA) Wastewater Bonds, Series 2005B. The bonds are secured by system net revenues of the Wastewater Enterprise Fund. Proceeds from the bonds were used to finance new improvements to the System, including, but not limited to, the replacement of certain pumps and motors, the installation of a new force main and certain improvements to the Wastewater Treatment Facility (WWTF), including, but not limited to, upgrades to and expansion of WWTF headworks and improvements to the WWTF electrical, control, and alarm systems.

In 2006, the City approved the issuance of CSCDA Water Bonds, Series 2006A. The bonds are secured by system net revenues of the Water Enterprise Fund. Proceeds from the bonds were used to finance new improvements to the Water System including, but not limited to, the costs of replacement of pipelines and other Water System improvements, to finance preliminary costs associated with a proposed recycled water project, and to retire a Loan Agreement related to the Water System, dated June 24, 2004.

Chart 1 provides a summary of each bond.

Chart 1

Issue	Original Bond Amount	Outstanding Amount	Final Maturity	Remaining Interest Rate
2005B	\$2,220,000	\$1,305,000	October 1, 2030 (FY 2031)	4.0 - 4.375%
2006A	\$8,885,000	\$5,730,000	October 1, 2031 (FY 2032)	4.125 - 5%

DISCUSSION

The purpose in refunding the 2005B and 2006A Bonds is to receive lower interest rates to realize annual debt service savings for both the Water and Wastewater Funds. When refunding bonds, two methods of sale are available: (1) Public Offering and (2) Private Placement. To determine the feasibility of each scenario staff has been working with Del Rio Advisers, LLC and Brandis Tallman LLC to analyze both modes of refunding. Both refunding scenarios provide savings for the City's Enterprise Funds. In combining the 2005B and 2006A bond issuance, a private placement provides more savings than a public offering. The savings is based on several factors including: interest rates, cost of issuance, and staff time.

Estimated Savings

In evaluating the feasibility of refunding bonds a Net Present Value Savings and Net Present Value Savings Percentage is calculated. Industry standard states that if the percentage savings is over 3%, it would be worthwhile to pursue with refunding of debt. Chart 2 provides the estimated annual and total debt service savings for each bond.

Chart 2

	2005B Wastewater Bonds	2006A Water Bonds	Total
Average Fiscal Year Debt Service Savings	\$5,257	\$33,010	\$38,267
Total Debt Service Savings	\$61,381	\$429,121	\$490,502
Net Present Value Savings %	3.88%	5.98%	5.59%

The scenario above is based on the current market rate of 3.4% for Wastewater and 3.42% for Water. If, during the process of refunding the bonds, the interest rate increases and the total Net Present Value Savings Percentage goes below 3%, they City can elect to not proceed with refunding of bonds.

Process

If it is determined to proceed with refunding the 2005B and 2006A Bonds, the following outlines the steps to proceed:

1. The City will need to engage a Municipal Adviser to make recommendations as to the type of bond sale, help in the selection of Bond Counsel, Placement Agent, selection of a lender, and review terms of offers received. Staff recommends engagement of Del Rio Advisors, LLC as the Municipal Advisor because they have already been working with the City through the recent utility rate study.
2. Bond Counsel will be selected and they will draft bond documents and ensures that all legal requirements critical to the validity of the bonds are satisfied.
3. The Placement Agent will be selected. The Placement Agent is an investment banking firm that is responsible for soliciting term sheet responses from multiple lenders that operate in the municipal market. The Placement Agent will also help with the structuring of the financing.

FISCAL IMPACT

The 2005B Bonds are currently outstanding in the amount of \$1,305,000, have a final maturity in FY 2031, and have existing interest rates of 4 to 4.375%. Based on today's interest rates, the 2005B Bonds could be refunded to the same term at an approximate interest rate of 3.4%. This would produce an annual savings to the Wastewater Fund of approximately \$5,257 per year through 2031 with an overall savings of approximately \$61,381 over the term. The estimated cost of issuance is \$19,404 and is included in the refunding of the Bonds. Savings are net, or after, cost of issuance.

The 2006A Bonds are currently outstanding in the amount of \$5,730,000, have a final maturity in FY 2032, and have existing interest rates of 4.125 to 5%. Based on today's interest rates, the 2006A Bonds could be refunded to the same term at an approximate interest rate of 3.42%. This would produce an annual savings to the Water Fund of approximately \$33,010 per year through 2032 with an overall savings of approximately \$429,121 over the term. The estimated cost of issuance is \$82,206 and is included in the refunding of the Bonds. Savings are net, or after, cost of issuance.

RECOMMENDED ACTION

Discuss and provide direction to the City Manager.