



UPDATED 4-19-19
City of St. Helena
Regular City Council Meeting
Tuesday, April 23, 2019 @ 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: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members:
Anna Chouteau, David Knudsen 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 Council Members for clarifications may be posed and answered, and Council Members 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.
 - 4.1. [2019 Spring Cleaning Flyer](#) 9 - 10
5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members 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. Oath of Office – Dispatcher Brenda Ortega
 - 6.2. Proclamation for National Police Week May 12-18 11
[Proclamation](#)
 - 6.3. Proclamation for Bike to Work Day Thursday, May 9th in the City of St. Helena 13
[Proclamation](#)
 - 6.4. Proclamation for Building Safety Month 15
[Proclamation](#)
7. STAFF BRIEFING

- 7.1. Building Safety Month Presentation by Building Official Philip Henry 17 - 45
- [Building Safety Month Presentation](#)
[2017 bsm 10 backyard safety tips](#)
[2017 bsm 10 disaster safety tips](#)
[2017 bsm 10 fire safety tips](#)
[2018 bsm 10 green tips flyer](#)
[2018 bsm safety tips do i need a permit](#)
[2018 bsm safety tips electrical cords](#)
[2018 bsm safety tips gas appliances](#)
[2018 bsm safety tips make a safe exit](#)
[2018 bsm safety tips the sound of safety](#)

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 Setting a Hearing to Approve the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 136, 1710 Dean York Lane, St Helena, CA. 94574 (APN) 009-680-004-000. 47 - 54

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

Prepared By: Chrissy Cook, Administrative Assistant

Recommendation:

Staff recommends the City Council adopt a Resolution Setting a Hearing to Approve the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 136, 1710 Dean York Lane, St Helena, CA. 94574 (APN) 009-680-004-000.

[Staff Report - Pdf](#)

- 8.2. *UPDATED 4-19-19 55 - 76

Consideration and proposed approval of:

1. Regular Meeting Minutes of March 12, 2019 (~~minutes~~ forthcoming)
2. Special Meeting Minutes of March 26, 2019
3. Regular Meeting Minutes of March 26, 2019

[3-12-19 Regular City Council Minutes](#)

[3-26-19 Regular City Council Minutes](#)

[3-26-19 Special City Council Minutes](#)

- 8.3. Consideration and proposed adoption of a Resolution accepting completion of the Ghilotti Construction Company, Inc. construction contract in the amount of \$423,825.78 and directing the filing of the Notice of Completion for the Emergency Oak Avenue Storm Drain Repair, Project R19-06 77 - 83

CEQA Determination: Class I Categorical Exemption under Section

15301 of CEQA

Prepared By: Edrees Argand, Junior Assistant Engineer

Recommendation:

Adopt the attached Resolution accepting completion of the Ghilotti Construction Company, Inc. construction contract in the amount of \$423,825.78 and directing the filing of the Notice of Completion for the Emergency Oak Avenue Storm Drain Repair, Project R19-06.

[Staff Report - Pdf](#)

- 8.4. Consideration of approval of a Resolution authorizing the City Manager to execute a reimbursement agreement with the City of Napa for an amount not to exceed \$15,100 in order to participate in the Napa Valley Drought Contingency Plan. 85 - 115

CEQA Determination: Not a CEQA project

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

Recommendation:

Adopt the attached Resolution authorizing the City Manager to execute a reimbursement agreement with the City of Napa for an amount not to exceed \$15,100 in order to participate in the Napa Valley Drought Contingency Plan.

[Staff Report - Pdf](#)

- 8.5. Consideration and proposed adoption of a resolution adopting a list of projects for fiscal year 2019/20 funded by SB1: The Road Repair and Accountability Act of 2017 117 - 128

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 adopting a list of projects for fiscal year 2019/20 funded by SB1: The Road Repair and Accountability Act of 2017.

[Staff Report - Pdf](#)

- 8.6. 4-19-19 This item was pulled from the agenda and will be heard at a date uncertain.

~~Consideration and Proposed Approval of a Resolution (1) Authorizing a budget increase of \$145,000 for Project C19-03 Crane Park Light Improvements, bringing the total cost to \$175,000, and (2) Authorizing a transfer from Park Impact Fee Fund 734 to Civic CIP Fund 733 upon completion of Project C19-03 for all additional costs associated with the project for an amount not to exceed \$175,000.~~

9. PUBLIC HEARINGS

- 9.1. First Reading and Introduction of an Ordinance Amending St. Helena Municipal Code ("SHMC") Section 17.08.060 to Provide for the Review of Water Usage Data of Recipients of Land Use Entitlements, To Verify Compliance With (1) Representations During Project Review, and (2) 129 - 150

Conditions of Project Approval.

CEQA Determination: Not a CEQA project

Prepared By: Thomas B. Brown, City Attorney

Recommendation:

Introduce and approve the first reading of the ordinance amending Section 17.08.060 of the St. Helena Municipal Code ("SHMC") by title only and waive further reading.

[Staff Report - Pdf](#)

10. OLD BUSINESS

- 10.1. St. Helena Chamber of Commerce Annual Report and FY 2019-20 Budget 151 - 170

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Receive and file, and provide direction regarding preparation of an amendment to the City's agreement with the St. Helena Chamber of Commerce for Fiscal Year 2019-20.

[Staff Report - Pdf](#)

[Chamber City Presentation 2018-2019](#)

- 10.2. St. Helena Boys and Girls Club Annual Report (Oral Presentation) 171 - 308

Recommendation:

Receive and file

[St. Helena Teen Center Information](#)

[Teen Programs Slideshow](#)

[Teen Programs Slideshow](#)

- 10.3. Consideration of the following resolutions for the Upper York Creek Habitat Restoration Project: 309 - 504

1. Consideration of a Resolution of the City Council of the City of St. Helena determining that no substantial changes requiring preparation of a subsequent EIR have been made to the Upper York Creek Habitat Restoration Project as a result of proposed modifications and approving an Addendum to the previously certified Final EIR as the appropriate environmental document for the Upper York Creek Habitat Restoration Project as modified; and

2. Consideration of a Resolution of the City Council of the City of St. Helena approving and authorizing the City Manager to execute, enter into and implement the Construction, Maintenance, Access And Sediment Disposal Agreement by and between the City and Spring Mountain Vineyards in connection with the Upper York Creek Habitat Restoration Project; and

3. Consideration of a Resolution of the City Council of the City of St. Helena approving Phase 1 of the Upper York Creek Habitat Restoration Project and modifications to the Project and authorizing the Public Works Director to finalize and approve the Project Plans and Manual for

Phase 1 of the Upper York Creek Habitat Restoration Project and to solicit public bids for the construction thereof (~~Staff report forthcoming~~)
Provided 4-19-19

CEQA Determination: Environmental Impact Report
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

[Staff Report - Pdf](#)

- 10.4. Measure F Public Information Resources, Workshops and Open Houses 505 - 506

CEQA Determination: Not a CEQA project
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Provide direction to staff.

[Staff Report - Pdf](#)

11. NEW BUSINESS

- 11.1. Quarterly Grant Report for FY 2019 Q3, for the period ending March 31, 2019 507 - 521

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Admin Services Mgr
Recommendation:
Receive and file report.

[Staff Report - Pdf](#)

- 11.2. Updated California Municipal Financial Health Diagnostic Informational Report on the City of St. Helena 523 - 544

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Receive and File Report to the City Council of The California Municipal Financial Health Diagnostic.

[Staff Report - Pdf](#)

- 11.3. Presentation of the 2020-2029 General Fund Long Range Financial Forecast 545 - 591

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends City Council receive and file the FY 2020-2029 General Fund Long Range Financial Forecast.

[Staff Report - Pdf](#)

- 11.4. Proposed approval to adopt a resolution authorizing a budget increase to the City Attorney budget as follows: (1) General Fund - \$90,000, (2) Water Fund - \$40,000, and Wastewater Fund - 593 - 612

\$110,000 to cover FY 2018-19 unanticipated and non-budgeted expenses. The budget increase will be taken from the General Fund unassigned reserves and Water and Wastewater Net Positions.

Additionally, staff recommends City Council receive and file the Q3 FY 2018/19 financial report.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council adopt a resolution authorizing a budget increase to the attorney budget as follows: (1) General Fund - \$90,000, (2) Water Fund - \$40,000, and Wastewater Fund - \$110,000 to cover FY 2018-19 unanticipated and non-budgeted expenses. The budget increase will be taken from the General Fund unassigned reserves and Water and Wastewater Net Positions.

Additionally, staff recommends City Council receive and file the Q3 FY 2018/19 financial report.

[Staff Report - Pdf](#)

- 11.5. Discussion and Direction Regarding Draft Countywide Climate Change Solutions Proclamation 613 - 615

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Provide direction to the City Manager.

[Staff Report - Pdf](#)

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

- 12.1.

May City Council Meetings:

5/4 Spring Clean-Up

5/9 Budget Workshop 9am to 12pm

5/14 (staff reports due 4/26)

5/28 (staff reports due 5/10)

2040 General Plan and FEIR. City Council review is likely to occur on May 14, May 28 and/or June 11

PROCLAMATIONS AND PUBLIC RECOGNITION:

5/14 Mental Health Month Proclamation

5/14 PW Works Week

CONSENT:

5/14 On call MPSA

5/14 Hunt Ave approve plans for sidewalk - PW

5/14 Vine Trail BKF Contract amendment - PW
OLD BUSINESS:
5/14 ATSC Work Plan
5/14 Upper York Creek - PW
PH or NEW BUSINESS:
CIP Budget
Fire Chief Contract and First Reading
<u>June City Council Meetings:</u>
6/11 (staff reports due 5/24)
6/25 Special Applicant Interview CC mtg
6/25 (staff reports due 6/7)
PROCLAMATIONS AND PUBLIC RECOGNITION:
Police Department VIP Graduation
CONSENT:
Sidewalk Award
2019 Pavement Project
OLD BUSINESS:
Review expiring 6 month extension of Reso 2018-175 suspending curfew ordinance
PH - 2040 General Plan and FEIR
PH or NEW BUSINESS:
6/25 Board, Commission and Committee Appointments

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for May 14, 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 April 12, 2019.

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.



Focus Areas

- ❖ Main Street: Paint Curbs, City Hall Spruce Up
- ❖ Library: General Area Spruce Up and Pruning
- ❖ Crane Park: General Spruce Up, Paint and Repair Picnic Tables

Volunteers

- ❖ Wear work clothes; bring gloves and a hat if desired
- ❖ Bring your favorite tool if you wish
- ❖ Return to the rally point to sign off, grab a snack and a thank you

Rally Point

Please meet in front of the Library to sign a volunteer waiver and receive information and equipment.

Contacts

Police Chief, Timothy Foley
Tfoley@cityofsthelena.org
(707) 967-2850

City of St. Helena

PROCLAMATION

May 12 through May 18, 2019 National Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of St. Helena play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

Now, therefore let it be resolved, that I, Geoff Ellsworth, Mayor of the City of St. Helena, do hereby proclaim the week of May 12 through May 18, 2018 as National Police Week in the City of St. Helena. All citizens are asked to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

Dated: April 23, 2019

Geoff Ellsworth, Mayor
City of St. Helena

City of St. Helena PROCLAMATION

Bike to Work Day Thursday, May 9th in the City of St. Helena

WHEREAS, the City of St. Helena is committed to making our community safer and more convenient for bicycle commuters and encouraging increased bicycle use; and

WHEREAS, the City of St. Helena Bicycle Plan, adopted in 2012, identifies benefits of bicycle ridership including reduced congestion, reduced greenhouse gas emissions, and the public health benefits of active transportation; and

WHEREAS, riding a bicycle for transportation or recreation is a fun, endorphin-filled way to get around, and riding to work just three days a week can have significant health benefits, including improved cardiovascular strength and weight loss; and

WHEREAS, an increasing number of visitors to our community are using bicycles and other active transportation for trips to our local hotels, restaurants, tasting rooms, parks, and open spaces; and

WHEREAS, programs like Bike to Work Day and Bike to School Day are an important opportunity to both educate and encourage members of our community; and

WHEREAS, the City of St. Helena prioritizes the safety of all our residents and visitors, and encourages both bicycle riders and vehicle drivers to share the road and be respectful of other road users; and

WHEREAS, the City of St. Helena is proud to be hosting an “Energizer Station” on the morning of Bike to Work and School Day at The Carnegie Building, 1360 Oak Avenue along with many other local businesses, schools, and community groups; and

WHEREAS, the City of St. Helena encourages everyone to participate in Bike to Work and School Day on May 9th, 2019 and Bike to Shop Day on Saturday, May 18th, and to consider bicycling for short trips more often.

NOW, THEREFORE, BE IT RESOLVED that I, Geoff Ellsworth, Mayor of the City of St. Helena, on behalf of the entire City of St. Helena, do hereby proclaim the Month of May as Bike Month and Thursday, May 9th, 2019 as Bike to Work Day in the City of St. Helena.

Dated: April 23, 2019

Geoff Ellsworth, Mayor
City of St. Helena

City of St. Helena

PROCLAMATION

Building Safety Month - May, 2019

Whereas, our City of St Helena is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA- commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

Whereas, “No Code. No Confidence.” the theme for Building Safety Month 2019, encourages all Americans to raise awareness of the importance of safe and resilient construction;

Whereas, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

Now, therefore let it be resolved, that I, Geoff Ellsworth, Mayor of the City of St. Helena, do hereby proclaim the month of May 2019 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Dated: April 23, 2019

Geoff Ellsworth, Mayor
City of St. Helena

Building Safety Month

MAY 2019

NO CODE. NO CONFIDENCE

Building Safety Month is a public awareness campaign celebrated worldwide during the month of May that reinforces the importance of:





- Modern Building Codes
- Strong and Efficient system of code enforcement
- Well-trained, professional workforce to maintain the system

Week 1

Preparing for disasters: Build Strong, Build Smart



Preparing for disasters:

- **Build to Code**

Building codes create a uniform environment in which design professionals and contractors are held to a set of standards adopted by and applicable to the jurisdiction in which they work. Building codes address structural integrity, lighting, ventilation, safe egress, construction materials and fire resistance. They specify the minimum requirements to safeguard the health, safety and general welfare of building occupants.



Preparing for disasters:

- **Prepare Your Family**

*Develop a family disaster plan *Review your evacuation route *Take shelter in critical times of disaster *Review your plan regularly (tips from Federal Alliance for Safe Homes)

Protect Your Home

Flood insurance can be the difference between recovering and being financially devastated. *Just one inch of water in a home can cause more than \$25,000 in damages.*



Week 2

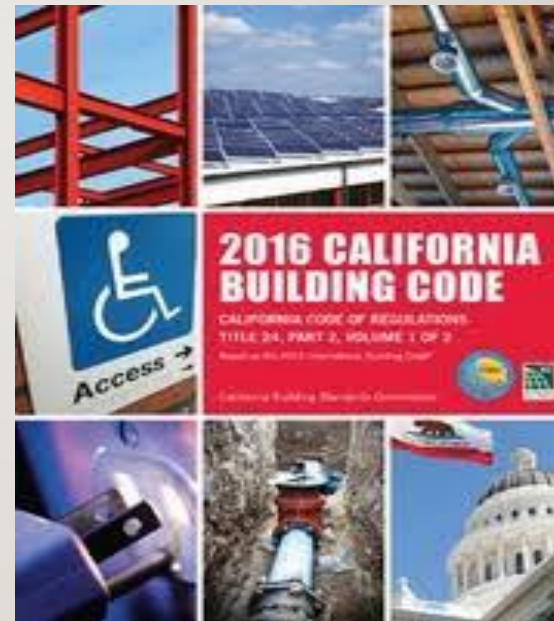
Ensuring a Safe Future Through Training & Education

- **Science and Technology Lead the Way!**

With powerful advancement in technology and frequent discoveries of new methods to solve age-old problems, the building industry, like many industries, is constantly changing.

- **Importance of Training & Professional Development**

You can never go wrong improving your current skill set and knowledge. Well-educated employees are the most productive and display high-quality performance levels.



Week 3

Securing Clean, Abundant Water for all Communities

- Plumbing, building and green codes help ensure we can guard this precious commodity for future generations through proper construction, conservation and safe disposal.



Week 4

Construction professionals & Homeowners Partners in Safety

- Whether you are going through a minor remodeling job or major construction, the code official wants your project to be a success. Before you begin any work that involves construction, visit your local building department



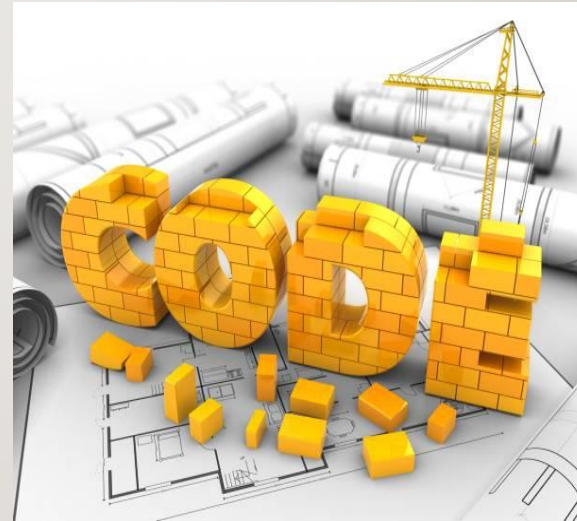
Week 5

Innovations in Building Safety

- **Science & Technology Lead the Way**

Resilience starts with ***strong, regularly updated, and properly implemented building codes.***

Whether you are considering renovating, remodeling or building from the ground up, look for the latest technology and make sure it is based on the codes and standards that put safety and efficiency first.





10 IMPORTANT TIPS to remember for backyard and pool safety



Pool & Deck Safety

- 1 Make sure all pedestrian gates in the barrier fence for your pool are self-closing and self-latching. Other gates should be padlocked.
- 2 Remove all chairs, tables, large toys or other objects that would allow a child to climb up to reach the gate latch or enable the child to climb over the pool isolation fence.
- 3 Reaching and throwing aids like poles should be kept on both sides of the pool. These items should remain stationary and not be misplaced through play activities.
- 4 All pool and hot tub drains (suction outlets) must have a cover or grate that meets industry standards for suction fittings marked to indicate compliance with ANSI/ASME A112.19.8 2007 or the successor standard ANSI/APSP-16 2011. Check to see that these covers are not broken or in disrepair, and that they are anchored firmly over the drain openings. The pool shall be closed immediately when broken, missing or noncompliant suction outlet drain covers are first noticed.
- 5 Install a pool alarm to detect accidental or unauthorized entrance into the water. While the alarm provides an immediate warning, it is not a substitute for the barrier fences, door alarms and safety covers required by the code.
- 6 Install either an automatic or manually operated, approved safety cover to completely block access to water in the pool, spa or hot tub. The covers shall comply with ASTM F1345. Never allow anyone to stand or play on a pool cover.
- 7 Check for warning signs of an unsafe deck, including loose or wobbly railings or support beams, missing or loose screws that connect a deck to the house, corrosion, rot and cracks.

Grill Safety

- 8 Place the barbeque grill away from siding, deck railings and out from under eaves and overhanging branches. Do not use grills in a garage, porch or enclosed area that could trap carbon monoxide. Never grill on top of anything that can easily burn.
- 9 When grilling, have a fire extinguisher, a garden hose or several 4 gallons of water close by in case of a fire.
- 10 Keep children away from grills when in use. Establish a safety zone around the grill and instruct the children to remain outside of the zone. A chalk line works great for this purpose. Never leave the grill unattended.

Source: ABC Pool Safety (www.abcpoolsafety.org/)

10

IMPORTANT TIPS to remember for disaster safety and mitigation



- 1 Develop a family action plan and share with everyone in your family, so you will know where to go if an evacuation is called. Review at least two exit routes from your home or neighborhood to a designated meeting place for your family. Plan ahead for your pets as many shelters will not accept them.
- 2 Create a disaster supply kit that will allow you to remain in your home after a disaster or for use after evacuating to a safer location. Be sure the necessities in your kit are fresh and restored as necessary.
- 3 Stay tuned to radio, TV and NOAA Weather Radio for official updates and critical life saving weather information. Remember, reception is usually best if placed near a window.
- 4 Flooded roads could have significant damage hidden by floodwaters. Never drive through floodwaters or on flooded roads. Do not attempt to cross a flowing stream. It takes only six inches of fast flowing water to sweep you off your feet and two feet of water to move an SUV-sized vehicle.
- 5 If you live in a high wind or hurricane prone area and do not have tested and code approved shutters for protection from windborne debris, consider temporarily protecting your doors and windows by mounting exterior grade, $\frac{7}{16}$ " minimum thickness plywood and fastening it into place. Visit www.flash.org for detailed instructions on how to use plywood for emergency board up.
- 6 Secure lawn furniture and any other loose outdoor items that can become windborne and can cause injury or damage during storms with high winds. Don't forget trash cans, grills, toys and potted plants.
- 7 Consider building or retrofitting to create a tornado safe room in your home. Follow ICC/NSSA 500 Standard for detailed construction information and to ensure you achieve the highest level of protection for your family.
- 8 Use Surge Protective Devices (SPD) in your home to protect electronic appliances from all but the most severe electrical surges or direct strikes. The devices should be installed to afford the highest level of protection.
- 9 In wildfire prone areas, remove fine (dead grass, leaves, etc.) and coarse fuels (dead twigs, branches, etc.) within 30 feet of a building to create a survivable space in case of wildfire. Be sure to remove dry leaf and pine litter from roofs, rain gutters, decks and walkways. Follow ICC's *International Wildland-Urban Interface Code*® for detailed requirements.
- 10 Before winter sets in consider freeze-protection for water piping and exterior faucets.

Get free advice and learn more about disaster safety for your family and home by visiting the non-profit Federal Alliance for Safe Homes, Inc-Flash® at www.flash.org or www.iccsafe.org consumer safety pages.

10 IMPORTANT TIPS to remember for fire safety and awareness



- 1 Put a smoke alarm on every level of your home and outside each sleeping area. Put a smoke alarm inside every bedroom.
- 2 Make sure your smoke alarms work. Test your smoke alarms. Push the test button. You will hear a loud noise. If you don't hear the noise, you need a new battery or a new alarm.
- 3 Make sure the smoke alarm always has a good battery. Put a new battery in the alarm every year.
- 4 Smoke alarms with long-life batteries will work for up to 10 years. You do not change the battery.
- 5 Smoke alarms do not last forever. Get new smoke alarms every 10 years.
- 6 Tell your family what to do if they hear the smoke alarm. Make an escape plan so everyone knows how to get out fast. Pick a meeting place outside the home where everyone will meet. Some children and older adults cannot hear the smoke alarm when they are sleeping. Make a plan for how to wake them up. Practice your escape plan with everyone in your family two times each year.
- 7 Install home fire sprinklers in your home. Home fire sprinklers and working smoke alarms greatly increase your chance of surviving a fire. Sprinklers are affordable and they can increase your property value and lower your insurance rates.
- 8 Portable heaters need their space. Keep anything that can burn at least three feet away.



If you live in an area where homes are located in or close to forests or vegetation areas, you should think about the following safety tips.

- 9 Install 1/8 inch or smaller mesh screening that cannot burn on attic/soffit vents and around wood decks to keep out embers. Install spark arrestors on fire place chimneys or wood stove vents.
- 10 Keep all items that can burn away from your home. Clean leaves from your gutters. Clear dead leaves and branches from shrubs and trees.

For more information on fire safety and prevention, visit www.usfa.fema.gov/prevention/outreach/fief
For more information about wildland fire safety, visit wildlandfirersg.org

10 IMPORTANT TIPS to remember for green and sustainable building



- 1 Heating and cooling uses more energy and drains more energy dollars than any other system in the home. Approximately 43% of utility bills cover heating and cooling.
- 2 Close curtains and shades at night to keep warmth in and keep them open during the day.
- 3 Try new lighting control technologies like motion-sensitive or timed off switch lighting. Using these new options can reduce lighting use by 50% – 75% and save the lighting portion of energy bills that account for 11% of overall household energy consumption.
- 4 Replace ordinary light bulbs with Compact Fluorescent Light (CFL) bulbs. If every household replaced just one light bulb with a CFL bulb, America could save enough energy to light nearly three million homes.
- 5 Install a programmable thermostat to keep your home comfortably warm in the winter and comfortably cool in the summer.
- 6 Replacing windows can save between 7% and 24% of the household heating and air-conditioning costs.
- 7 Plug home electronics, such as TVs and DVD players, into power strips, and turn the power strips off when the equipment is not in use as TVs and DVDs in standby mode still consume several watts of power.
- 8 Choosing energy-efficient products can save families approximately \$400 a year while reducing greenhouse gas emissions. Choose ENERGY STAR® certified products when you buy or replace household appliances.
- 9 In the workplace, buy and use ENERGY STAR labeled office equipment, and other products. Be sure that the “stand-by mode” function is activated as this automatic “sleep mode” saves energy and money when the equipment is not in use.
- 10 Regularly change the filters in the heating and cooling system of your home or office as dirty filters can cost up to \$5 a month extra, overwork the equipment and result in dirtier indoor air. Consider purchasing “electrostatic” filters, which are washable, long lasting, and provide cleaner air. Clean or change filters more often if smokers or pollution sources are present.

Source: U.S. Department of Energy (www.eere.energy.gov/)



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SAFETY TIPS

From Your Building Inspector

Do I Need a Permit for My Home Project?

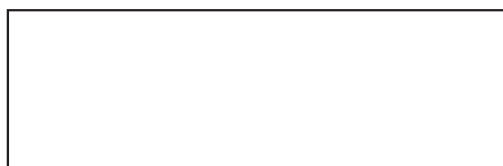
Check with your local building safety department before beginning home-improvement projects. Requirements vary, but many building safety departments require permits for home-improvement projects, including electrical, mechanical, structural or plumbing work. As a result of getting a permit, an inspector will check the work. Inspections provide a measure of safety to protect your life and property.

Projects That Usually Require Permits:

- Re-roofing
- Installing electrical outlets
- Replacing windows
- Remodeling kitchens or bathrooms
- Installing a pool, spa or hot tub
- Building an addition, including seasonal rooms
- Installing appliances and replacements such as furnaces, boilers, water heaters, fireplaces and space heaters
- Building a tall fence



If you are planning to make home improvements, contact your local building safety department to find out what building safety code provisions apply in your area and if you need a permit.



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18-14935



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SAFETY TIPS

From Your Building Inspector

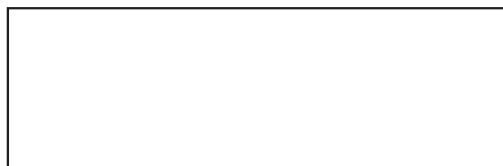
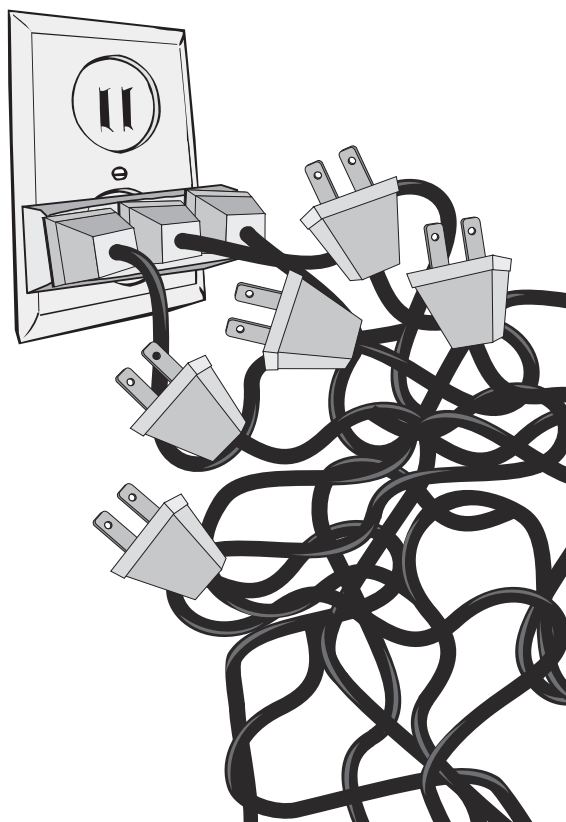
Don't Let Electrical Cords Create a Danger in Your House!

Overloaded receptacle outlets and undersized electrical extension cords can cause a fire or electrocution danger.

Use Electrical Cords Safely:

- Never overload electrical cords or power strips. Electrical cords and power strips have a designated load capacity. Be sure the total amount of energy used by appliances and lights plugged into the cord or strip does not exceed that capacity.
- Use only listed power strips that have integral overload protection and have been tested by a product safety laboratory.
- Don't use appliances that have damaged cords.
- Extension cords should not be used as a substitute for permanently wired receptacle outlets.

Electrical cords must be the proper wire size for the load they serve. Overloaded cords will become hot and can start a fire. Avoid permanent use of extension cords. Appliance cords and extension cords are susceptible to physical damage from foot traffic, furniture, house pets, swinging doors and many other causes so protect them from damage. Contact your local building safety department for more information.



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SAFETY TIPS

From Your Building Inspector

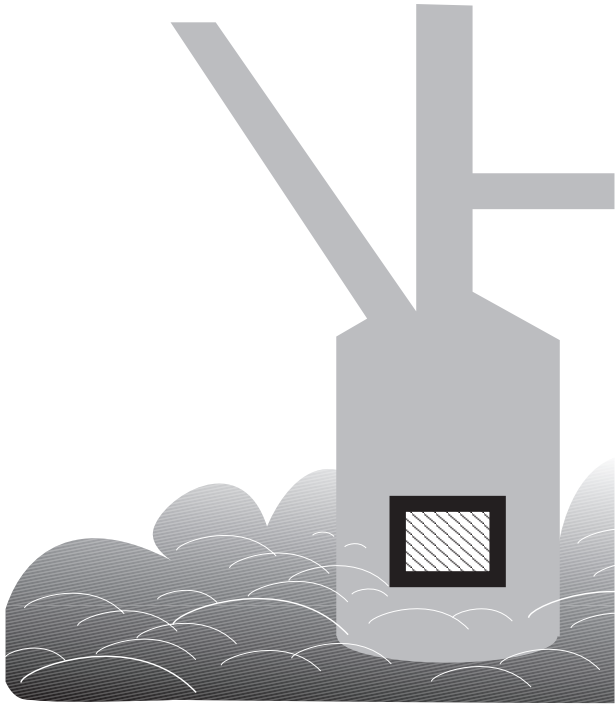
Don't Let Your Gas Appliances Starve for Air!

Gas appliances, such as water heaters, furnaces and boilers, need plenty of air to operate safely. Otherwise they will produce excessive, deadly carbon monoxide. Carbon monoxide is odorless, colorless and toxic, which means you can't see, taste or smell it. It causes headaches, dizziness, disorientation, nausea and fatigue. Carbon monoxide can kill, so be sure to maintain your gas appliances.

Safely Operate Your Gas-Fired Appliances:

- Schedule an annual appliance inspection, cleaning and tune-up by a qualified specialist.
- Have vents and chimneys inspected by a qualified expert at least once a year.
- Have a technician check the combustion air provisions for your appliances.
- Store combustibles and flammables far away from gas appliances.

Building safety codes require specific venting requirements and combustion air provisions for gas appliances to ensure safe operation. Contact your local gas company or building safety department for more information.



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SAFETY TIPS

From Your Building Inspector

Make a Safe Exit

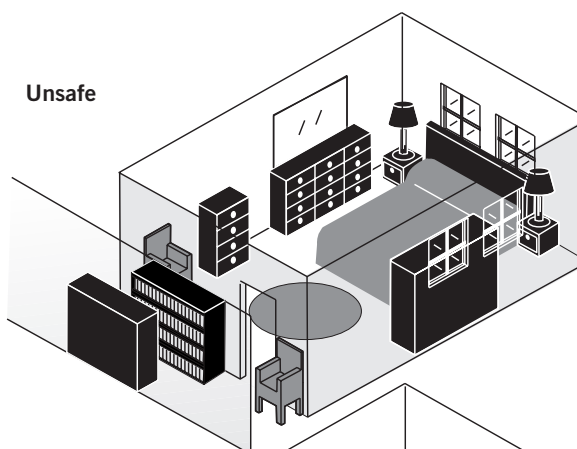
During a home emergency, such as a fire, it's important that all occupants are able to get out—and emergency personnel are able to get in—as quickly and easily as possible.

Safe Exit Paths and Passages:

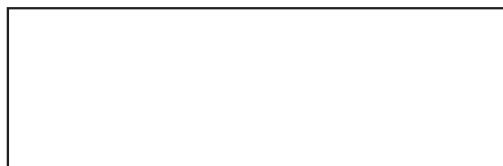
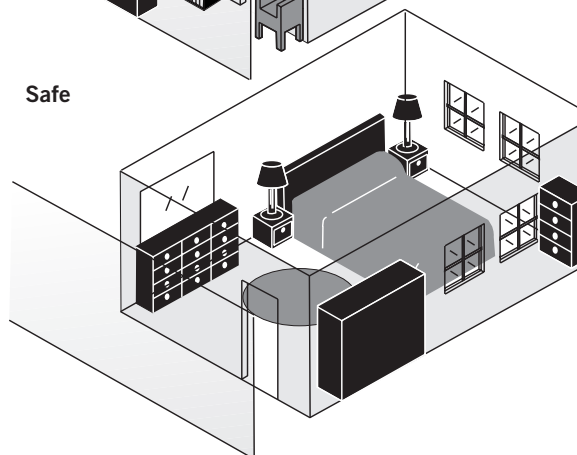
- Keep hallways clear of obstructions.
- Do not block or obstruct emergency escape windows and exit doors.
- Make sure all family members know how to unlock and open windows and doors.
- Be sure window security bars release from the inside in case of emergency.
- Develop and practice a fire escape plan.

According to the U.S. Fire Administration, it takes less than 30 seconds for a small flame to burn completely out of control and turn into a major fire. Within minutes, a house can fill with thick, black smoke and become engulfed in flames. Building safety codes designate minimum window and hallway sizes to allow occupants to get out in case of emergency, and provide access for first responders to get in. Contact your local building safety department for more information.

Unsafe



Safe



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SAFETY TIPS

From Your Building Inspector

The Sound of Safety

What is the most important thing to remember when installing a smoke alarm or carbon monoxide alarm?

Location, location, location!

Smoke Alarm Safety:

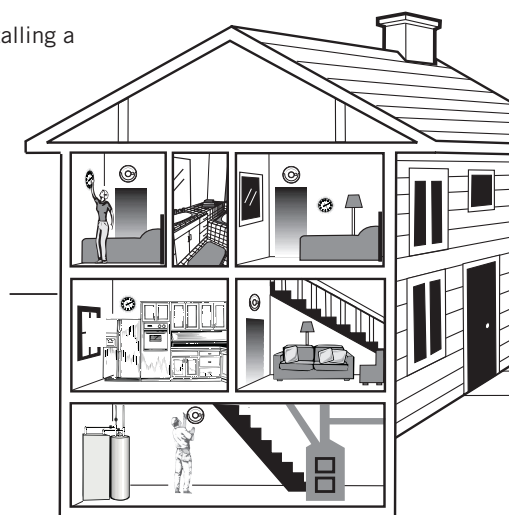
- Install at least one smoke alarm in every bedroom, outside of each sleeping room area and on each level of a multi-level building.
- Test each smoke alarm regularly.
- Keep batteries fresh by replacing them annually.
- Check the manufacturer date on your smoke alarm. Consider replacing if it is over 10 years old.

Smoke alarms can't help you unless they are functional and you can hear them. Building safety codes require smoke alarms. Contact your local building safety department for more information.

Carbon Monoxide (CO) Alarm Safety:

- Consider installing a CO alarm in the hallway outside of each sleeping room area.
- Test each CO alarm regularly in accordance with the manufacturer's instructions.
- Permanently wired or plug-in CO alarms should have a battery backup. Keep batteries fresh by replacing them annually.

CO alarms can't help you unless they are functional and you can hear them. Building safety codes require CO alarms in all dwelling units that contain a fuel-fired appliance and dwelling units that have an attached garage. Contact your local building safety department for more information.



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18-14935



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed approval of a Resolution Setting a Hearing to Approve the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 136, 1710 Dean York Lane, St Helena, CA. 94574 (APN) 009-680-004-000.

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

Prepared By: Chrissy Cook, Administrative Assistant

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

Approved By: April Mitts, Finance Director

BACKGROUND

Charles (Tim) Meadows, Jr. owner of 1710 Dean York Lane, St Helena, CA. 94574, Napa County Assessor Parcel Number (APN) 009-680-004-000, has applied to be annexed into the St. Helena Municipal Sewer District No. 1 (District). A location map and description for the property is shown in Attachment 2. City Council approval of the connection is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer for tax purposes.

DISCUSSION

This resolution ordering the public hearing is the first step of the process to annex the property into the District. The resolution requires a vote of at least two-thirds of all the members of the City Council (at least four affirmative votes) to order the public hearing. (Health and Saf. Code § 4643.)

The next step will be to notice and hold a public hearing for objections, if any, from persons interested in the proposed annexation during a regularly scheduled City Council meeting May 14, 2019. At that time, the City Council will consider a resolution approving the property annexation (which will also require at least four affirmative votes). (Health and Safety Code § 4645-47.)

If the City Council approves the second resolution, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to obtain required encroachment and building permits.

FISCAL IMPACT

The Applicant is responsible to construct the sewer lateral and connect to the house; pay annexation, connection, and impact fees in addition to any applicable Building Department fees.

RECOMMENDED ACTION

Staff recommends the City Council adopt a Resolution Setting a Hearing to Approve the Annexation of Territory into the St Helena Municipal Sewer District No. 1 MSD Annexation No. 136, 1710 Dean York Lane, St Helena, CA. 94574 (APN) 009-680-004-000.

ATTACHMENTS

[Set Hearing RESO](#)

[Map and Description](#)

[Application](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-

**Resolution Setting a Hearing Approving the
Annexation of Territory into the St Helena
Municipal Sewer District No. 1 MSD
Annexation NO. 136
1710 Dean York Lane, St. Helena, CA. 94574
(APN) 009-680-004-000**

RECITALS

- A. The property at 1710 Dean York Lane, St. Helena, CA (APN) 009-680-004-000 will benefit from annexation into the St. Helena Municipal Sewer District No. 1; and
- B. The owner of 1710 Dean York Lane has requested annexation into the St. Helena Municipal Sewer District No.1; and
- C. The legal description and boundary for the territory to be annexed is described in Attachment 2 – Location Map and Description; and
- D. All annexation fees have been paid.

RESOLUTION

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

- 1. The territory described in Attachment 2 – Location Map and Description, commonly known as 1710 Dean York Lane, St Helena, CA (APN) 009-680-004-000; and

2. Is hereby ordered for a hearing set;
and
3. A hearing for objections, if any, by any person interested in the proposed annexation shall be held during the regular meeting of the City Council at 6:00 on May 14, 2019.

Approved at a regular meeting of the St. Helena City Council on April 23, 2019 by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

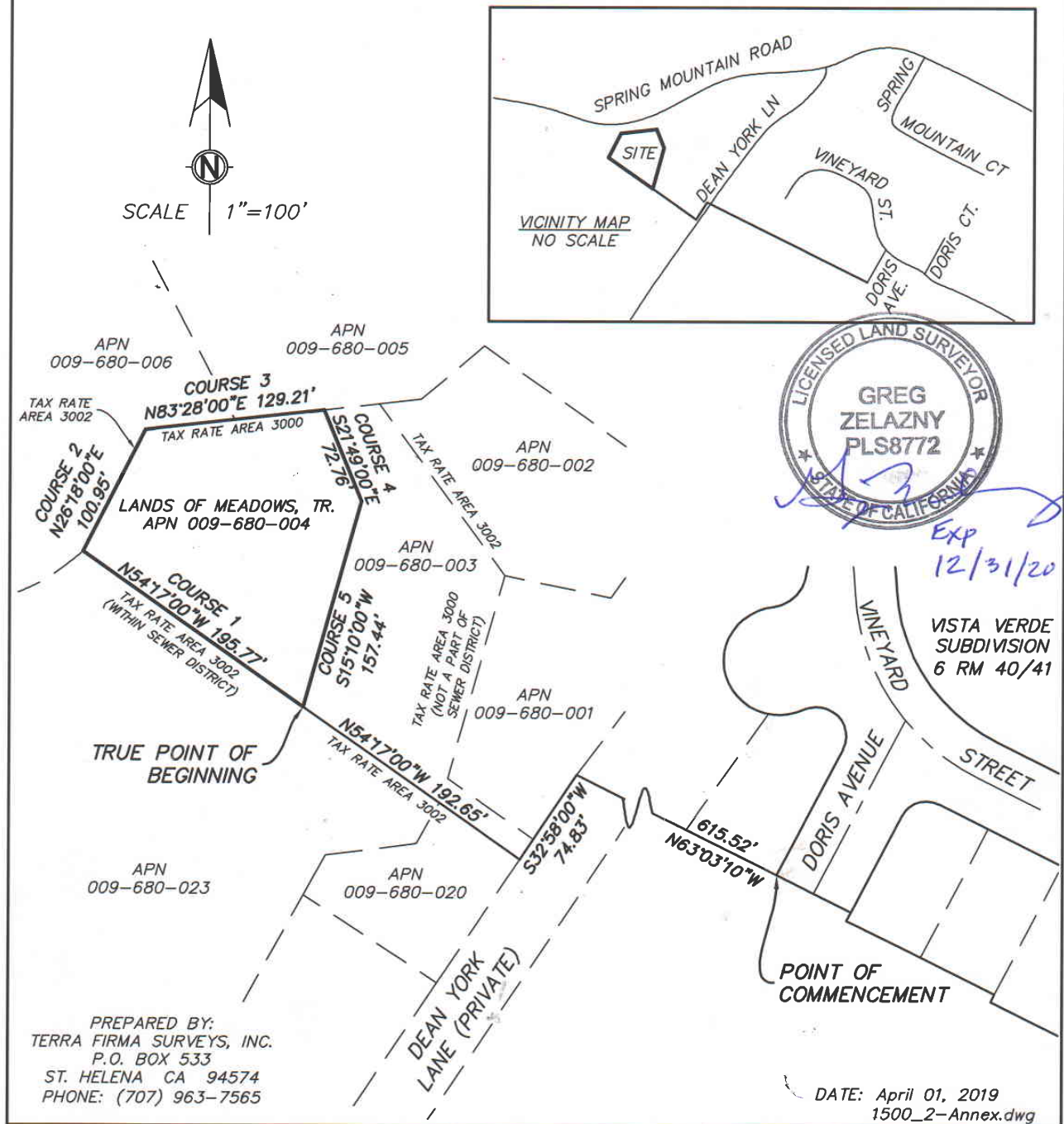
APPROVED: ATTEST:

Geoff Ellsworth, Mayor Cindy Tzafopoulos,
City Clerk

ANNEXATION

OF THE LANDS OF CHARLES L. MEADOWS, JR., TRUSTEE
TO THE ST. HELENA MUNICIPAL SEWER DISTRICT

APN 009-680-004
1710 DEAN YORK LANE
ST HELENA, CALIFORNIA
RANCHO CARNE HUMANA
NAPA COUNTY, CALIFORNIA



Written Description
for the
Annexation of the Lands of Charles L. Meadows, Trustee
to the
St. Helena Municipal Sewer District

Napa County APN 009-680-004
1710 Dean York Lane, St. Helena CA 94574

The real property located in the City of St. Helena, Rancho Carne Humana, County of Napa, State of California, described as follows:

Commencing at the southwesterly terminus of the northwesterly line of Doris Avenue as shown on the Map entitled "Vista Verde" filed April 23, 1955 in Book 6 of Maps at pages 40 and 41 in the Office of the Napa County Recorder; thence North $63^{\circ}03'10''$ West for 615.52 feet; thence South $32^{\circ}58'00''$ West for 74.83 feet; thence North $54^{\circ}17'00''$ West for 192.65 feet to the southeasterly corner of Parcel 1 as shown on the Map entitled "Record of Survey Map of the Lands of John Nichols Et Ux" filed June 9, 1969 in Book 12 of Surveys at page 21 in said Recorder's Office, said corner being the TRUE POINT OF BEGINNING; thence along the perimeter of said Parcel 1 the following five courses:

1. North $54^{\circ}17'00''$ West for 195.77 feet,
2. North $26^{\circ}18'00''$ East for 100.95 feet,
3. North $83^{\circ}28'00''$ East for 129.21 feet,
4. South $21^{\circ}49'00''$ East for 72.76 feet,
5. South $15^{\circ}10'00''$ West for 157.44 feet to the True Point of Beginning;

Containing 0.62 Acres of land, more or less.



[Handwritten signature]
Exp 12/31/20



CITY OF ST. HELENA

DEPARTMENT OF PUBLIC WORKS

1572 RAILROAD AVENUE, ST. HELENA, CA. 94574

707-968-2658

Application for Sewer Annexation

APPLICANT INFORMATION			
Applicant(s) Name <i>Charles (Tim) Meadows, Jr.</i>			Phone <i>408-205-9702</i>
Applicant(s) Street Address <i>4360 Court Drive</i>	City <i>Santa Cruz</i>	State <i>CA</i>	Zip <i>95062</i>
Property Owner Name <i>Same</i>			Phone
PROPERTY INFORMATION			
Property Address seeking sewer annexation <i>1710 Dean York Lane</i>		City <i>St Helena</i>	State <i>CA</i> Zip <i>94574</i>
Assessor's Parcel No (APN) <i>009-680-004</i>	Dwelling Square Footage <i>2200</i>	Existing Land Use <i>Single family home</i>	
Subsequent Development Plans, if any, and Timing			
REQUIRED SIGNATURE			
I hereby certify that this application and all other documents submitted are true and correct to the best of my knowledge and belief. I also certify that I am the owner of the above property and have full legal rights to the property.			
<i>[Signature]</i>		<i>3/12/19</i>	
Property Owner Signature		Date	
**** FOR OFFICE USE ONLY ****			
Application Received By		Date Application Received	
Present Zoning		General Plan Designation	
Application Checklist	Date Completed	Fee Calculation Worksheet	
St. Helena Application for Sewer Annexation		Sewer Connection Application Fee (St. Helena)	\$900
Statement of Boundary Change Application: BOE		Annexation Process (St. Helena)	\$2000
Fees submitted		Connection Fee Inspection (St. Helena)	\$400
Staff Report/Resolution Drafted		Sewer Impact Fee (St. Helena)	<i>1144</i>
City Council Approved		State Board of Equalization (BOE) Fee	
Legal Description and Map		Napa County Mapping Flat Fee	\$162
Confirm Tax Area Rate		Total Due at Application	<i>4444</i>
Submission to BOE		Sewer Impact Fee: \$ _____ * X _____ (Habitable SF)	
Submission to Napa County Auditor		(17/18) *PER SF \$.51 SFR \$.74 MFR \$.49 Office \$.66 Industrial \$.99 Com/Retail \$.98 Lodging	
Submission to Napa County Assessor's office			
Napa County Tax Rate Area Change Received		Total Collected with Application	<i>4444</i>
Grading Permits Approved		Date Payment Received	<i>3/13/19</i>
Encroachment Permits Approved		Fees to other agencies:	
Finance Notified		State Board of Equalization Fee (Check # _____)	
Date Service Began		Napa County Mapping Flat Fee (Check # _____)	\$162.00

NOT Collect

NOT Collect

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

Date: 03/13/2019 Time: 12:25
Receipt No. 00185351

Account:CR 4,444.00

Sewer Connecti	
on App Fee - 1	
710 Dean York	
Ln	900.00
Sewer Connecti	
on Inspect - 1	
710 Dean York	
Ln	400.00
Sewer Impact F	
ees - 1710 Dea	
n York Ln	1,144.00
Sewer Annexati	
on Fees - 1710	
Dean York Ln	2,000.00

Total		4,444.00
Check	71	4,444.00
Cash		0.00

Total		4,444.00
Change		0.00

Bal Forward:

Charles Meadows
Customer #: 019417
4360 Court Dr.

Santa Cruz, CA 95062

Cashier: mbeltran
Station: FRONTCOUNTER

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, March 12, 2019 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

Absent:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM:

Ann Carr, Anthony Micheli, Skip Lane, Jeff Blaum and Elain de Man addressed the City Council.

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

City Attorney Thomas Brown reported that there was no reportable action taken at the March 12, 2019, City Council closed session special meeting.

Reports by Staff and City Council Members were made.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1 March is American Red Cross Month 2019 Proclamation Presented to Annie Schaefer, James Jett and Kathleen Scanlon

6.2 St. Helena Downtown Streetscape Presentation by Gates and Associates

CEQA Determination: Not a CEQA project

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

Recommendation:

Information Only

7. STAFF BRIEFING

Regular City Council
March 12, 2019

7.1 None

8. **CONSENT ITEMS**

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

- 8.1 Consideration and proposed adoption of a Resolution 2019-25 approving the 2019 Event Rally4Rianda and Rianda House's 11th anniversary on Sunday, April 28, 2019

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Chrissy Cook, Administrative Assistant

Recommendation:

Staff recommends City Council adopt the attached Resolution approving the 2019 Event Rally4Rianda and Rianda House's 11th anniversary on Sunday April 28, 2019.

- 8.2 Consideration and approval of a Resolution 2019-26 approving Amendment #2 to STH Contract: 2017-012 with Bread of Life in the amount of \$7,500 for a total not-to-exceed amount of \$64,165 for a governance related projects.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council approve a Resolution approving Amendment #2 to STH Contract: 2017-012 with Bread of Life for an amount of \$7,500 for a total not-to-exceed amount of \$64,165.

- 8.3 Second Reading and Adoption of an Ordinance 2019-4 Authorizing The City Council To Suspend Enforcement of The City's Curfew Ordinance (SHMC Chapter 9.12) By Suspension Resolution 2018-175

CEQA Determination: Not a CEQA project

Prepared By: Thomas B. Brown, City Attorney

Recommendation:

Conduct the second reading and adopt 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.

- 8.4 Consideration and Proposed Resolution 2019-27: (1) Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include C19-004, City Hall Emergency Repair Project; (2) Authorizing a budget of \$176,000 for C19-004; (3) Confirmation of STH Contract: FY 19-074 to Bridges Construction, Inc. for an amount of \$130,908.19 for emergency restoration work which took place as a result of a sewer backflow in City Hall for C19-004;

Regular City Council
March 12, 2019

and (4) Authorizing the City Manager, or designee, to execute change orders up to \$25,000.

CEQA Determination: The project has been determined to qualify for a Class 30 Categorical Exemption under CEQA Section 15330 and as a Statutory Exemption from the requirements of CEQA, as an Emergency Project as identified under Section(s) 15269 (b) and (c), in that this action is to authorize the funding and to actually conduct remediation and repairs to the St. Helena City Hall which occurred as a result of an unanticipated sanitary sewer overflow within the building.

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council adopt a Resolution: (1) Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include C19-004, City Hall Emergency Repair Project; (2) Authorizing a budget of \$176,000 for C19-004; (3) Confirmation of STH Contract: FY 19-074 to Bridges Construction, Inc. for an amount of \$130,908.19 for emergency restoration work which took place as a result of a sewer backflow in City Hall for C19-004; and (4) Authorizing the City Manager, or designee, to execute change orders up to \$25,000.

- 8.5 Consideration and proposed approval of a resolution 2019-28 authorizing the addition of 1.0 Full-Time Equivalent (FTE) to the City Manager's Office and funding the position for the remaining FY 2018-19 budget in amount not to exceed \$37,939, adding the position to the City's current organizational structure and approving the job description, authorize the recruitment; and duly approve and adopt publicly available salary schedule for Mid-Managers in accordance with the requirement of California Code of Regulations Title 2, section 570.5 which includes amended pay schedule for FY 2018-19 to include Assistant to the City Manager position.

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Approve resolution authorizing the addition of 1.0 FTE to the City Manager's Office, fund the position for the remaining FY 2018-19 budget in amount not to exceed \$37,939, add the position to the City's organizational structure, approve job description, authorize recruitment; and duly approve and adopt publicly available salary schedule for Mid-Managers in accordance with the requirement of California Code of Regulations Title 2, section 570.5 which includes amended pay schedule for FY 2018-19 to include the Assistant to the City Manager position.

Council Member Mary Koberstein moved to approve items 8.1 to 8.5. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

Regular City Council
March 12, 2019

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

9. PUBLIC HEARINGS

- 9.1 Introduction and First Reading of an Ordinance proposing to amend and restate St. Helena Municipal Code (SHMC) Chapter 17.136.050 'Temporary Uses', to create a Temporary Use Permit, an administrative review process and a fee for such permits, citywide.

CEQA Determination: The proposed Ordinance to amend St. Helena Municipal Code Title 17 is exempt from the requirements of CEQA pursuant to Guidelines Sections 15301, 15303, and 15304 as Class 1, Class 3 and Class 4 Categorical Exemptions in that these modifications create an administrative process for the temporary use, conversion or minor alteration of existing properties, which may include the construction, modification or conversion of "Small Structures" as defined in the statute, however only for temporary and set periods of time for the use of the land; that the proposed text amendments are consistent with the environmental impact analysis of the 1993 General Plan and Zoning Code EIR, given their intent to facilitate operation of temporary activities at existing facilities, and that the proposed changes are 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 t

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

It is recommended by the Planning Commission and the Planning and Community Improvement Department, that the City Council:

1. Find that the proposed Ordinance to amend St. Helena Municipal Code Title 17 is exempt from the requirements of CEQA pursuant to Guidelines Sections 15301, 15303, and 15304 as Class 1, Class 3 and Class 4 Categorical Exemptions in that these modifications create an administrative process for the temporary use, conversion or minor alteration of existing properties, which may include the construction, modification or conversion of "Small Structures" as defined in the statute, however only for temporary and set periods of time for the use of the land; that the proposed text amendments are consistent with the environmental impact analysis of the 1993 General Plan and Zoning Code EIR, given their intent to facilitate operation of temporary activities at existing facilities, and that the proposed changes are 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

Regular City Council
March 12, 2019

on the environment, and therefore, the activity is not subject to CEQA; and

2. Introduce, conduct First Reading by title only and waive further reading of an Ordinance proposing to amend and restate St. Helena Municipal Code (SHMC) Chapter 17.136.050 'Temporary Uses', to create a Temporary Use Permit, an administrative review process, and a fee for such permits, citywide.

Planning Director Noah Housh reported on this item.

No public comment was received.

Vice Mayor Paul Dohring moved to adopt the staff recommendation. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10. OLD BUSINESS

- 10.1 Resolution of the City Council of the City of St. Helena Determining That No Substantial Changes Requiring Preparation of a Subsequent EIR Have Been Made to the Upper York Creek Habitat Restoration Project as a Result of Proposed Modifications and Approving the Addendum Together with the Previously Certified Final EIR as the Appropriate Environmental Document for the Upper York Creek Habitat Restoration Project as Modified

CEQA Determination: Environmental Impact Report

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

Adopt the Resolution certifying that no substantial changes have been made to the proposed Upper York Creek Habitat Restoration Project and that an Addendum to the Final EIR is the appropriate document under the requirements of the California Environmental Quality Act.

Public Works Director Erica Ahmann Smithies reported on this item.

No action was taken at this time.

- 10.2 Consideration of a Resolution approving Revision #1 to City Council Policy P-FI-0005 Leak Adjustment Policy and repealing and rescinding Resolution 2016-161 and any previous policies or administrative memoranda which are

Regular City Council
March 12, 2019

inconsistent with City Council Policy P-FI-0005 Leak Adjustment Policy

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends City Council approve a resolution approving Revision #1 to City Council Policy P-FI-0005 Leak Adjustment Policy and repealing and rescinding Resolution 2016-161 and any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0005 Leak Adjustment Policy.

Finance Director April Mitts reported on this item.

Anthony Micheli addressed the City Council.

Vice Mayor Paul Dohring moved to adopt staff's recommendation as amended in Section III. Policy - Residential to include, Leak adjustments will not be granted if water use does not comply with other existing laws. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11. NEW BUSINESS

11.1 Consideration of:

1. Metropolitan Transportation Commission (MTC) Member Interest
2. CASA Legislative Task Force Member Interest

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Identify name(s) of interested Council Member(s) to be considered by the Napa County City Selection Committee as nominees to the:

1. Metropolitan Transportation Commission (MTC)
2. CASA Legislative Task Force

City Manager Mark Prestwich reported on this item.

No public comment was received.

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Council Member David Knudsen moved to recommend Mayor Ellsworth be appointed to the MTC and Council Member Anna Chouteau be appointed to the CASA Legislative Task Force. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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

12.1

March City Council Meetings:

3/26 (staff reports due 3/8)

3/26 Special City Council P&R Applicant Interviews

3/14 Special Meeting

Fire Department Informational Update

CONSENT:

3/26 Fire Chief Contract

3/26 Consent-Second Reading of Temp Use Permit Ordinance

PH or NEW BUSINESS:

3/26 Appeal to water back billing

3/26 P&R Work Plan

3/26 Pizzeria Tra Vigne Leak Adjustment

April City Council Meetings:

4/9 (staff reports due 3/22)

4/23 (staff reports due 4/5)

TBD Land Use 101/CEQA

TBD Brown Act Training

TBD PC Governance

PROCLAMATIONS AND PUBLIC RECOGNITION:

4/9 April Arts Month Proclamation

4/23 Building Safety Month

4/9 National Library Week

4/9 National Volunteer Week

CONSENT:

Regular City Council
March 12, 2019

4/9 Fireworks approval of vendor
Library Fines and Fees
On call MPSA
<u>May City Council Meetings:</u>
5/14 (staff reports due 4/26)
5/28 (staff reports due 5/10)
<i>PROCLAMATIONS AND PUBLIC RECOGNITION:</i>
5/14 Mental Health Month Proclamation
National Police Day
5/14 PW Works Week
5/14 Police Department VIP Graduation
5/14 Bike to Work & School Day Friday, May 17th
<i>PH or NEW BUSINESS:</i>
CIP Budget

13. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 7:40 p.m.

The March 12, 2019 regular City Council meeting minutes were adopted at the April 23, 2019 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, March 26, 2019 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present:

Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

Absent:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM:

No public comment was received.

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

Mayor Ellsworth reported that there was no reportable action taken at the March 26, 2019, City Council closed session special meeting.

Reports by Staff and City Council Members were made.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

6.1 None

7. STAFF BRIEFING

7.1 None

8. CONSENT ITEMS

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

Regular City Council
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recommended actions. (Roll Call Vote)

- 8.1 Consideration of approval of a Resolution 2019-30 authorizing the City Manager to execute Amendment No. 1 to Home Program Intergovernmental Agreement for Services with the City of Napa to increase Program Administration fees by \$2,200 to an amount not to exceed \$10,533 and a total contract amount not to exceed \$104,887.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Mgr

Recommendation:

Recommend approval of a Resolution authorizing the City Manager to execute Amendment No. 1 to Home Program Intergovernmental Agreement for Services to increase Program Administration fees by \$2,200 to an amount not to exceed \$10,533 and a total contract amount not to exceed \$104,887.

- 8.2 Consideration and proposed approval of Resolution 2019-31 approving the use of the Lyman Park parking lot by the St. Helena Chamber of Commerce and the use of City property for Earth Day activities on Saturday, April 20, 2019

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Chrissy Cook, Administrative Assistant

Recommendation:

Staff recommends the City Council adopt the Resolution approving the use of the Lyman Park parking lot by the St. Helena Chamber of Commerce and the use of City property for Earth Day activities on Saturday, April 20, 2019.

Item 8.3 was removed from Consent.

- 8.3 ~~Consideration of a Second Reading and proposed approval of an Ordinance 2019-5 proposing to amend and restate St. Helena Municipal Code (SHMC) Chapter 17.136.050 'Temporary Uses', to create a Temporary Use Permit, an administrative review process and a fee for such permits, citywide.~~

- 8.4 *NEW ITEM 3-22-19
Consideration and Proposed resolution 2019-32 (1) amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include W19-01, Highway 29 Emergency Water Main Repair Project; (2) authorizing a budget of \$120,000 for W19-01; (3) awarding a construction contract to Ghilotti Construction for W19-01 for an amount of \$100,000; (4) authorizing the City Manager to execute the contract; (5) authorizing the Director of Public Works to approve change orders up to \$20,000; and (5) authorizing a transfer for the total amount of expenditures for W19-01, up to \$120,000, from Water Operations Fund 561 to Water CIP Fund 763 upon completion of W19-01

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

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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 W19-01, Highway 29 Emergency Water Main Repair Project; (2) authorizing a budget of \$120,000 for W19-01; (3) awarding a construction contract to Ghilotti Construction for W19-01 for an amount of \$100,000; (4) authorizing the City Manager to execute the contract; (5) authorizing the Director of Public Works to approve change orders up to \$20,000; and (5) authorizing a transfer for the total amount of expenditures for W19-01, up to \$120,000, from Water Operations Fund 561 to Water CIP Fund 763 upon completion of W19-01

Vice Mayor Paul Dohring moved to approve items 8.1, 8.2 and 8.4. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 8.3 Consideration of a Second Reading and proposed approval of an Ordinance 2019-5 proposing to amend and restate St. Helena Municipal Code (SHMC) Chapter 17.136.050 'Temporary Uses', to create a Temporary Use Permit, an administrative review process and a fee for such permits, citywide.

CEQA Determination: The proposed Ordinance to amend St. Helena Municipal Code Title 17 is exempt from the requirements of CEQA pursuant to Guidelines Sections 15301, 15303, and 15304 as Class 1, Class 3 and Class 4 Categorical Exemptions in that these modifications create an administrative process for the temporary use, conversion or minor alteration of existing properties, which may include the construction, modification or conversion of "Small Structures" as defined in the statute, however only for temporary and set periods of time for the use of the land; that the proposed text amendments are consistent with the environmental impact analysis of the 1993 General Plan and Zoning Code EIR, given their intent to facilitate operation of temporary activities at existing facilities, and that the proposed changes are 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 t

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

It is recommended by the Planning Commission and the Planning and

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Community Improvement Department, that the City Council:

1. Find that the proposed Ordinance to amend St. Helena Municipal Code Title 17 is exempt from the requirements of CEQA pursuant to Guidelines Sections 15301, 15303, and 15304 as Class 1, Class 3 and Class 4 Categorical Exemptions in that these modifications create an administrative process for the temporary use, conversion or minor alteration of existing properties, which may include the construction, modification or conversion of "Small Structures" as defined in the statute, however only for temporary and set periods of time for the use of the land; that the proposed text amendments are consistent with the environmental impact analysis of the 1993 General Plan and Zoning Code EIR, given their intent to facilitate operation of temporary activities at existing facilities, and that the proposed changes are 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; and

2. Conduct Second Reading and adopt by title only and waive further reading of an Ordinance proposing to amend and restate St. Helena Municipal Code (SHMC) Chapter 17.136.050 'Temporary Uses', to create a Temporary Use Permit, an administrative review process, and a fee for such permits, citywide.

Planning Director Noah Housh reported on this item.

Anthony Micheli addressed the City Council.

Vice Mayor Paul Dohring moved to approve item 8.3 per staff's recommendation. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

9. PUBLIC HEARINGS

9.1 None

Mayor Ellsworth announced that New Business item 11.1 would be heard prior to Old Business.

11.1 Consideration and proposed approval of a resolution 2019-34 appointing two applicants to the Parks & Recreation Commission and consider leaving the

Regular City Council
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recruitment open for the Active Transportation & Sustainability Committee
unfilled term of office until filled

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

Per resolution 2019-16 Council Rules of Procedure appointments shall be made by interview, ballot process and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council.

Parks & Recreation Commission

1. Appoint two applicants to fill:
 - a. Term expiring June 30, 2019.
 - b. Term expiring June 30, 2020.

Staff recommends leaving the Active Transportation & Sustainability Committee recruitment open for the unfilled term of office until filled.

Donna Hinds addressed the City Council.

Mayor Geoff Ellsworth moved to appoint Susan Kenward and Rebekah Weeman to the Parks & Recreation Commission. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Mayor Ellsworth called for a break at 6:32 pm.

Mayor Ellsworth reconvened the meeting at 6:39 pm.

10. OLD BUSINESS

10.1 *NEW ITEM 3-22-19

Consideration of a Resolution 2019-33 authorizing 1) Amendment No. 1 to Agreement 2019-0026 with Kosmont Companies in amount of \$50,000 for Enhanced Infrastructure Financing District analysis, preparing a request for qualifications (RFQ) / request for proposals (RFP) process, continued City Hall site analysis, and as needed real estate advisory services for a total not-to-exceed amount of \$125,000; and 2) authorizing a fiscal year 2018/19 budget increase of \$50,000 to 101-4300-2130 from General Fund Reserves

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CEQA Determination: Not a CEQA project

Recommendation:

Approve proposed Resolution authorizing 1) Amendment No. 1 to an Agreement with Kosmont Companies in amount of \$50,000 for Enhanced Infrastructure Financing District analysis, preparing a request for qualifications (RFQ) / request for proposals (RFP) process, continued City Hall site analysis, and as needed real estate advisory services for a total not-to-exceed amount of \$125,000; and 2) authorizing a fiscal year 2018/19 budget increase of \$50,000 to 101-4300-2130 from General Fund Reserves.

City Manager Mark Prestwich reported on this item.

Steve Goldfarb addressed the City Council.

Vice Mayor Paul Dohring moved to approve the staff recommendation. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11. NEW BUSINESS

11.1 This item was heard prior to Old Business

~~Consideration and proposed approval of a resolution appointing two applicants to the Parks & Recreation Commission and consider leaving the recruitment open for the Active Transportation & Sustainability Committee unfilled term of office until filled~~

11.2 May 4, 2019 City of St. Helena Spring Cleaning Day discussion by Mayor Ellsworth

Mayor Ellsworth reported on this item and noted the activity will occur on Saturday, May 4, 2019.

Norma Ferenz addressed the City Council.

11.3 Consideration and Award of Non-Profit Grant Application Funding in the Fiscal Year (FY) 19/20 Operations Budget in the Amount of \$190,000

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CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Admin Services Mgr
Recommendation:

It is recommended that the City Council approve funding to be included in the FY 19/20 Operations Budget for the non-profit applicants as follows:

- Community Enrichment Grants - Boys and Girls Club \$5,000, COAD \$2,500, Friends of the Cameo \$10,000, Kiwanis Foundation St. Helena \$1,500, Music in the Vineyards \$2,500, NapaShakes \$4,500, Nimbus Arts \$6,000, Saint Helena Community Band \$5,000, St. Helena Choral Society \$3,000, St. Helena Historical Society \$5,000, Vailima Foundation \$5,000; and
- Programmatic Grants - Boys and Girls Club \$30,000, California Federation of Women \$1,200, Collabria Care \$6,000, COAD \$5,300, Our Town St. Helena \$25,000, Rianda House \$30,000, St. Helena Farmers' Market \$2,500, St. Helena Little League \$10,000, UpValley Family Centers \$30,000.

The total aggregate amount of funding for FY 19/20 is \$190,000.

Administrative Services Manager Mandy Kellogg reported on this item.

Nimbus Arts Executive Director Jamie Graff, Community Band representative, UpValley Executive Director Jenny Ocon, Robert Louis Stevenson Museum Executive Director Barrett Dahl, St. Helena Historical Society representative and Loraine Stuart addressed the City Council.

Council Member Mary Koberstein moved to adopt the staff recommendation. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.4 Consideration and proposed approval of a resolution 2019-35 rescinding Resolution 2015-25 and updating the Schedule of Library Fines and Fees which (1) Eliminates overdue fines on all materials loaned by the St. Helena Public Library, (2) Eliminates Interlibrary Loan fees, and (3) Waives Meeting Room Use Fees for certified non-profit organizations

CEQA Determination: Not a CEQA project
Prepared By: Chris Kreiden, Library Director
Recommendation:

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Staff and the Library Board of Trustees recommend City Council approve a resolution rescinding Resolution 2015-25 and adopted the Schedule of Library Fines and Fees which (1) Eliminates overdue fines on all materials loaned by the St. Helena Public Library, (2) Eliminates Interlibrary Loan fees, and (3) Waives Meeting Room Use Fees for certified non-profit organizations.

Library Director Chris Kreiden reported on this item.

Anthony Micheli and Norma Ferenz addressed the City Council.

Council Member Anna Chouteau moved to adopt the staff recommendation. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.5 Discussion and direction to the Active Transportation and Sustainability Committee and City staff on the proposed 2019 Work Plan for the Active Transportation and Sustainability Committee

CEQA Determination: Not a CEQA project

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

Recommendation:

Discuss and provide direction to the ATSC Committee and City staff regarding the proposed work plan.

Public Works Director Erica Ahmann Smithies reported on this item and then introduced ATSC Chair Pam Smithers who provided a presentation.

No public comment was received.

It was the consensus of the City Council to direct the ATSC to move forward with the Climate Action Directives (CAD) for water and waste water and bring back the ATSC goals for review at a later date.

- 11.6 Discussion and direction to the Parks and Recreation Commission and City staff on the proposed 2019 Work Plan for the Parks and Recreation Commission.

CEQA Determination: Not a CEQA project

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March 26, 2019

Prepared By: Andre Pichly, Parks & Recreation Director

Recommendation:

Discuss and provide direction to the Parks and Recreation Commission and City staff regarding the proposed work plan.

Parks & Recreation Director Andre Pichly reported on this item.

Donna Hinds addressed the City Council.

It was the consensus of the City Council for the Parks & Recreation Commission to proceed with the proposed work plan.

- 11.7 Discussion and direction regarding an appeal to reverse backbilling of sewer base fees for Caroline Sjostedt Davis in the amount of \$3,552.68. Resolution 2019-36

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff is seeking direction from City Council regarding the appeal. Two resolutions have been provided and will be dependent on City Council direction: (1) Resolution denying the appeal and (2) Resolution granting the appeal with the dollar amount left blank to be completed based on City Council direction.

Finance Director April Mitts reported on this item.

Caroline Sjostedt Davis addressed the City Council.

Vice Mayor Paul Dohring moved to deny the appeal. The motion was seconded by Council Member David Knudsen and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, and Council Member David Knudsen

NOES: Council Member Anna Chouteau and Council Member Mary Koberstein

ABSENT: None

ABSTAIN: None

RECUSE: None

Mayor Geoff Ellsworth moved to continue the meeting beyond 9:00 pm. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary

Regular City Council
March 26, 2019

Koberstein
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

- 11.8 City Council discussion and direction of an appeal for a leak adjustment for Pizzeria Tra Vigne. Resolution 2019-37

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Staff seeking City Council direction of an appeal for a leak adjustment for Pizzeria Tra Vigne. Two resolutions have been provided and will be dependent on City Council direction: (1) Resolution denying the appeal and (2) Resolution granting the appeal with the dollar amount left blank to be completed based on City Council direction.

Finance Director April Mitts reported on this item.

Nash Cognetti addressed the City Council.

Vice Mayor Paul Dohring moved to approve the administrative appeal by Pizzeria Tra Vigne for a credit of 2/3 of excess usage (in the amount of \$4,817.80 for water and \$8,766.33 for wastewater). Also, include the missing word "appeal" in the Resolution to approve the administrative appeal. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.9 *NEW ITEM 3-22-19

Review and Comment on the Napa County Local Agency Formation Commission (LAFCO) draft Sphere of Influence (SOI) Policy (~~Staff Report~~ **Forthcoming Provided 3.26.19 at 3:30 pm**)

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

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It is recommended that the City Council review the draft Napa County LAFCO Sphere of Influence Policy update language, provide staff direction on any issues and concerns to highlight with a formal comment letter from the City, and consider identifying a Council Member(s) to assist with preparation of a draft letter.

Planning Director Noah Housh reported on this item.

It was the consensus of the City Council for Mayor Ellsworth and Council Member Koberstein to work with staff on the the comment letter and agendize this item again on April 9, 2019, for further discussion .

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

12.1	<u>April City Council Meetings:</u> 4/9 (staff reports due 3/22) 4/23 (staff reports due 4/5) TBD Land Use 101/CEQA TBD Brown Act Training TBD PC Governance <i>PROCLAMATIONS AND PUBLIC RECOGNITION:</i> 4/9 April Arts Month Proclamation 4/23 Building Safety Month Proclamation 4/9 National Library Week 4/9 National Volunteer Week <i>CONSENT:</i> 4/9 Fireworks approval of vendor 4/9 Kosmont Contract Amendment 4/9 Chamber Presentation On call MPSA 4/23 Hunt Ave approve plans for sidewalk - PW 4/23 Fire Chief Contract 4/23 BKF Contract amendment - PW <i>OLD BUSINESS:</i> 4/9 Upper York Creek EIR - PW <i>PH or NEW BUSINESS:</i> PH - 4/23 1stReading 17.08.060 4/23 Nimbus Arts 4/23 Qtrly Grant Report 4/23 Qtrly Finance Report <u>May City Council Meetings:</u> 5/14 (staff reports due 4/26) 5/28 (staff reports due 5/10)
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Regular City Council
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2040 General Plan and FEIR. City Council review is likely to occur on May 14, May 28 and/or June 11
<i>PROCLAMATIONS AND PUBLIC RECOGNITION:</i>
5/14 Mental Health Month Proclamation
National Police Day
5/14 PW Works Week
5/14 Police Department VIP Graduation
5/14 Bike to Work & School Day Friday, May 17th
PG&E Safety Presentation
<i>PH or NEW BUSINESS:</i>
CIP Budget

13. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:18 p.m.

The March 26, 2019 regular meeting minutes were adopted at the April 23, 2019 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, March 26, 2019 @ 5:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

Absent:

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

No public comment was received.

4. Parks & Recreation Commission Applicant Interviews:

- 4.1 The City Council will interview the following Parks & Recreation Commission Applicants:

Four applications were received from Rebekah Weeman, Susan Kenward, Tye R. Taylor and Brook Buonaccorsi for two available terms expiring June 30, 2019 and June 30, 2020.

The City Council conducted Parks & Recreation Commission interviews.

Applicants Brook Buonaccorsi, Susan Kenward, Tye Taylor and Rebekah Weeman addressed the City Council.

5. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 5:44 p.m.

The March 26, 2019 special City Council meeting minutes were adopted at the April 23, 2019 regular City Council meeting.

APPROVED:

ATTEST:

Special City Council
March 26, 2019

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed adoption of a Resolution accepting completion of the Ghilotti Construction Company, Inc. construction contract in the amount of \$423,825.78 and directing the filing of the Notice of Completion for the Emergency Oak Avenue Storm Drain Repair, Project R19-06

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

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

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, 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.

On November 29, 2018, at approximately 7:30 a.m., 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. Public Works contacted three contractors and received an immediate response from Ghilotti Construction Company, Inc. 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 requested a contingency of \$100,000 in order to authorize change orders for additional work that could occur beyond the current estimate.

On December 11, 2018, the City Council adopted Resolution 2018-170 awarding the emergency repair contract retroactively to Ghilotti Construction Company, authorizing a \$100,000 contingency, and authorizing the CIP Project R19-06, Emergency Oak Avenue Storm Drain Repair Project budget for an amount not-to-exceed \$450,000.

DISCUSSION

The Emergency Oak Avenue Storm Drain Repair replaced approximately 550 linear feet of storm drain on Oak Avenue from Mitchell Drive to Spring Street. The contract was structured as a time and materials contract with an initial not-to-exceed amount of \$350,000. The single contract change order for the project in the amount of \$73,825.78 was for unforeseen conflicts with the City's water main and water valves on Oak Avenue. The contract change order included the replacement of approximately 250 linear feet of water main.

The total construction contract with Ghilotti Construction Company, Inc. including the change order for the R19-06, Emergency Oak Avenue Storm Drain Repair Project is \$423,825.78. The Public Works Department has inspected the work and found the work to be completed satisfactorily.

FISCAL IMPACT

The total approved budget for the R19-06 Emergency Oak Avenue Storm Drain Repair Project is \$450,000. Including the change order and City operation expenses, the total construction cost of the project is within the allocated budget. The Project is summarized below.

R19-06 Emergency Oak Avenue Storm Drain Repair	
Construction Contract	\$350,000
Contract Change Order No. 1	\$73,825.78
City Operation Expenses	\$9,596.96
Total Project Cost	433,422.74

RECOMMENDED ACTION

Adopt the attached Resolution accepting completion of the Ghilotti Construction Company, Inc. construction contract in the amount of \$423,825.78 and directing the filing of the Notice of Completion for the Emergency Oak Avenue Storm Drain Repair, Project R19-06.

ATTACHMENTS

[R19-06 NOC Reso](#)

[R19-06 NOC Form](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-

Resolution accepting completion of the Ghilotti Construction Company, Inc. construction contract in the amount of \$423,825.78 and directing the filing of the Notice of Completion for the Emergency Oak Avenue Storm Drain Repair, Project R19-06

RECITALS

- A. 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; and
- B. 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; and
- C. Public Works contacted three contractors and received an immediate response from Ghilotti Construction Company, Inc. 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; and
- D. On December 11, 2018, the City Council adopted Resolution 2018-170 awarding the emergency repair contract retroactively to Ghilotti Construction Company, Inc., authorizing a \$100,000 contingency, and authorizing the CIP Project R19-06 Emergency Oak Avenue Storm Drain Repair Project budget for an amount not-to-exceed \$450,000; and
- E. The Public Works Director/City Engineer authorized one contract change order (CCO) during the project as follows:

Change Order

Number	Description	Amount
CCO#1	Additional scope of work to include water main replacement on Oak Avenue, water valves, and other utilities in conflict with the original storm drain repair work.	\$73,825.78

Total Change Orders: \$73,825.78

The final contract amount, as amended, including all change orders, is \$423,825.78; and

F. Ghilotti Construction Company, Inc. has completed the work in accordance with the contract documents for the project; and

G. If no liens or claims have been filled within 35 days of filing the Notice of Completion, the retained payment funds and any amount due will be released to Ghilotti Construction Company, Inc.

RESOLUTION

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

1. The contract entitled Emergency Oak Avenue Storm Drain Repair, Project R19-06, with the final contract amount of \$423,825.78, is accepted as complete, subject to the Contractor, Ghilotti Construction Company, Inc., completing the work prior to the release of the retention, and the Contractor's continuing warranty and other obligations pursuant to the contract.
2. The Public Works Director/City Engineer is authorized to prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on April 23, 2019 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulous, City Clerk

Recording Requested By: City of St Helena 1480 Main Street St Helena, CA 94574	
Exempt From Recording Fees Per Government Code Sec. 27383	
When Recorded Mail To: City Clerk City of St Helena 1480 Main Street St Helena, CA 94574	

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.
- 2 The full name and address of the undersigned owner and of any and all co-owners are:

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

- 3 On the 31st Day of January, 2019 there was completed upon the hereinafter described real property a work of improvement as a whole and described as follows: **Oak Avenue Emergency Storm Drain Repair, R19-06.**

- 4 The name of the original contractor for the work of improvement as a whole was: **Ghilotti Construction Company, Inc.**

- 5 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: **Oak Avenue between Mitchell Drive and Spring Street, St. Helena, CA 94574.**

By: _____
 Owner's Authorized Agent's Signature
 Erica Ahmann Smithies, PE Public Works Director/City Engineer

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under the penalty of perjury that the above is true and correct.

Executed at St. Helena, California, this 24th day of April, 2019.

City of St. Helena

Erica Ahmann Smithies, Public Works Director



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Consent

Subject: Consideration of approval of a Resolution authorizing the City Manager to execute a reimbursement agreement with the City of Napa for an amount not to exceed \$15,100 in order to participate in the Napa Valley Drought Contingency Plan.

CEQA Determination: **Not a CEQA project**

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

In 2017, the Sonoma County Water Agency, in conjunction with Brown and Caldwell, secured a \$200,000 grant from the Bureau of Reclamation to prepare a Drought Contingency Plan (DCP) in Sonoma, Marin, and Napa counties. Regional meetings with stakeholders were conducted in early 2018 to bring interested agencies from the three counties together to initiate the DCP. Subsequently, Marin and Sonoma County decided to focus efforts on their joint resiliency planning efforts and forego participation in the DCP. Napa County agencies (Napa, American Canyon, Yountville, St. Helena, Calistoga, Napa County, and Napa Sanitation District) offered to proceed with the grant funding. Brown and Caldwell's team successfully coordinated efforts with the Bureau to revise the scope to only include the Napa County region and change the fiscal agent for the grant to the City of Napa. The City of Napa has agreed to act as the project sponsor and administer the grant for the other Napa County agencies.

DISCUSSION

The Napa Valley DCP will identify constraints and opportunities towards building resiliency into the regions' water supply and provides a frame work for other potential grants to implement regional and individual water supply projects. The City of Napa will enter into a professional services agreement with Brown and Caldwell as soon as all

agencies have executed their reimbursement agreements and Napa will also be executing the grant agreement with the Bureau for the benefit of all Napa County agencies. The reimbursement agreement includes the Brown and Caldwell scope of work for the Napa Valley DCP.

The Napa Valley DCP is expected to be completed in September, 2020 at a cost of \$430,200. The \$200,000 grant from the Bureau leaves \$230,200 to be funded locally. A cost share plan was developed by the City of Napa based on water deliveries and population served. In order to participate in the Napa Valley DCP, the City of St. Helena is required to execute a reimbursement agreement with the City of Napa, with St. Helena's calculated share being \$15,100.

FISCAL IMPACT

The recommended Resolution approves expenditures up to \$15,100 from the Water Operating Fund 561 for the City's share of the preparation of the Napa Valley DCP. Funds are available in the FY 2018/19 adopted budget.

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the City Manager to execute a reimbursement agreement with the City of Napa for an amount not to exceed \$15,100 in order to participate in the Napa Valley Drought Contingency Plan.

ATTACHMENTS

[Resolution Drought Contingency Plan](#)

[Attachment 2: City of St Helena Draft MOU Drought Contingency Plan Agreement](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-

Resolution authorizing the City Manager to execute a reimbursement agreement with the City of Napa for an amount not to exceed \$15,100 in order to participate in the Napa Valley Drought Contingency Plan

RECITALS

- A. In 2017 the Sonoma County Water Agency in conjunction with Brown and Caldwell consultants applied for and was awarded a Drought Contingency Planning Grant from the Bureau of Reclamation to prepare a regional Drought Contingency Plan for Marin, Sonoma, and portions of Napa counties in the amount of \$200,000; and
- B. In 2018 staff from water agencies in Marin, Sonoma, and Napa counties met to develop a plan to conduct the regional Drought Contingency Plan and determined that Marin and Sonoma counties were conducting a regional resiliency plan and therefore would not participate in the Drought Contingency Plan; and
- C. Napa, American Canyon, Yountville, St. Helena, Calistoga, Napa County, and Napa Sanitation District proposed to use the grant funds for a Napa Valley Regional Drought Contingency Plan with the City of Napa as the lead agency; and
- D. Sonoma County Water Agency agreed with this approach and in conjunction with Brown and Caldwell worked with the Bureau of Reclamation to modify the geographical area wherein the grant could be used and change the fiscal agent for the grant funds to the City of Napa; and
- E. The City of Napa in conjunction with the other participating Napa Valley agencies worked with Brown and Caldwell to develop a scope and budget for the preparation of the Napa Valley Drought Contingency Plan; and
- F. The Napa Valley Drought Contingency Plan is expected to be completed in September 2020 at a cost of \$430,200; and
- G. The \$200,000 grant from the Bureau leaves \$230,200 to be funded locally; and
- H. A cost share plan was developed by the City of Napa based on water deliveries and population served; and
- I. In order to participate in the Napa Valley Drought Contingency Plan, the City of St. Helena is required to execute a reimbursement agreement with the City of Napa, with St. Helena's calculated share being \$15,100; and
- J. There are sufficient funds available in the FY 2018/19 adopted budget to pay for the City of St. Helena's share of the Napa Valley Drought Contingency Plan.

RESOLUTION

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

1. Adoption of this resolution is not subject to CEQA; and
2. Authorizing the City Manager to execute a reimbursement grant with the City of Napa for an amount not to exceed \$15,100 in order to participate in the Napa Valley Drought Contingency Plan.

Approved at a Regular Meeting of the St. Helena City Council on April 23, 2019, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

City of Napa Agreement No. _____

City of St. Helena Agreement No. _____

**MEMORANDUM OF UNDERSTANDING FOR THE NAPA VALLEY DROUGHT
CONTINGENCY PLAN**

This Memorandum of Understanding for the preparation of the Napa Valley Drought Contingency Plan (this "Agreement") by and between the City of Napa, a California charter city ("CITY"), and the City of St. Helena, a California City ("ST HELENA") is effective as of the effective date identified on the signature page. CITY and ST HELENA may be identified as "a Party," or collectively, as "the Parties". The Parties are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500.

RECITALS

A. In 2019, there will be a need for the CITY, American Canyon, Yountville, St. Helena, Calistoga, the County of Napa, and the Napa Sanitation District to conduct a regional effort to determine current water supplies and demands for each agency, develop a drought monitoring process and identify mitigation actions, response actions and individual and regional projects to respond to drought conditions.

B. In 2017, the Sonoma County Water Agency in conjunction with Brown and Caldwell ("Consultant") applied for and was awarded a \$200,000 Drought Contingency Planning Grant ("Grant") from the Bureau of Reclamation to prepare a regional Drought Contingency Plan ("Plan") for Marin, Sonoma and portions of Napa counties.

C. In 2018, staff from water agencies in Marin, Sonoma and Napa counties met to develop a plan to prepare the Plan and determined that Marin and Sonoma counties were conducting a regional resiliency plan and therefore would not participate in the Plan; and

D. The CITY, American Canyon, Yountville, St. Helena, Calistoga, the County of Napa, and Napa Sanitation District proposed to use the Grant funds for a Napa Valley Plan with the City as the lead agency; and

E. The Sonoma County Water Agency agreed with this approach and in conjunction with Brown and Caldwell worked with the Bureau of Reclamation to modify the geographical area where the Grant could be used and change the fiscal agent for the Grant funds to the CITY.

F. The CITY in conjunction with the other participating Napa Valley agencies worked with the Consultant to develop a scope and budget for the preparation of the Plan.

G. The CITY and ST HELENA would benefit from the preparation of a Plan.

H. The Parties desire to share the costs of preparing the Plan.

I. The Parties wish to enter into this Agreement in order to set forth the terms and conditions upon which the Parties will cooperate to develop the Plan and share the associated costs.

NOW, THEREFORE, the CITY and ST HELENA for the considerations hereinafter set forth, mutually agree as follows:

1. TERM; TERMINATION FOR CAUSE. This Agreement shall commence on the date first above written. This Agreement may be terminated only by either: (1) mutual agreement of the Parties; or (2) as a result of a material breach by the other Party of Paragraphs 2 or 3 of this Agreement. Following receipt of written notice by the non-defaulting Party specifying the nature of such breach, the defaulting

Party shall have thirty (30) days from the date of receipt to cure the breach. If after 30 days from receipt of the notice of default the breach has not been cured, the non-defaulting Party may terminate this Agreement by giving the other Party no less than (7) days prior written notice of the termination, specifying the effective date of the termination.

Notwithstanding the foregoing, if the Consultant's Agreement (defined below) is terminated for any reason, this Agreement shall automatically terminate at the same time. Upon termination, ST HELENA shall pay to CITY, ST HELENA's Share (defined below) of any costs incurred by CITY under the Consultant's Agreement prior to the date of such termination of the Consultant's Agreement.

2. PROFESSIONAL SERVICES.

(a) Award and Administration of Consultant's Agreement. CITY shall enter into that certain Services Agreement (Professional Services) for the Napa Valley Drought Contingency Plan with Consultant substantially in the form attached hereto as Exhibit "A" in an amount not to exceed \$429,886 ("Consultant's Agreement"). CITY shall be responsible for administering the Consultant's Agreement, including paying the Consultant in accordance with the Consultant's Agreement (including any amendment thereto).

(b) Shared Costs. CITY shall be the fiscal agent for the Grant funds. The costs of the Plan to be shared by the Parties shall equal the costs incurred by the CITY pursuant to the Consultant's Agreement minus the amount of Grant funds received by the City, which the Parties estimate is approximately \$229,886 as set forth in Exhibit B attached hereto and incorporated herein by reference ("Shared Costs"). ST HELENA's proportionate share of the Shared Costs is 6.6% ("ST HELENA's Share") as set forth in Exhibit B.

(c) Collaboration Between the Parties. The Parties agree to the following to ensure the Plan meets both Parties' needs:

- Each Party will notify the other Party of any meetings scheduled with the Consultant and will give the other Party the opportunity to attend such meeting.
- Each Party shall include the other Party in all written communications with the Consultant and any sub-consultants.
- The Parties shall mutually agree upon any changes to the Scope of Services attached as Exhibit A to the Consultant's Agreement prior to CITY's execution of the Consultant's Agreement, or an amendment to the Consultant's Agreement, with the Consultant.
- Neither Party shall release information from the Plan to any third party without coordinating with the other Party. Both Parties agree to notify the other immediately upon any request for any records created pursuant to the Consultant's Agreement that the Parties have not previously agreed to be released. To the extent that a Party receives a request to disclose any such records, and the Party does not identify a legal basis to withhold such records, the Party shall provide written notice to the other Party, and the other Party shall be given a reasonable opportunity to seek a court order to preclude the Party to whom the request was made from disclosing such records, or applicable portion thereof, provided that in such event the other Party shall defend, indemnify, and hold the Party to whom the request was made harmless regarding any claim or litigation by a third party, and such obligation shall survive termination of this Agreement. Except as expressly provided herein, this provision shall not impact either Party's ability to timely respond to any legally required release of such records.

3. INVOICING AND PAYMENT. Each month following CITY's payment to the Consultant pursuant to the Consultant's Agreement, CITY shall invoice ST HELENA for ST HELENA's Share of the Shared Costs. The invoice shall document the full amount paid by the CITY to the Consultant, and the

amount owed by ST HELENA to CITY for ST HELENA's Share. ST HELENA shall pay CITY within thirty (30) days of receipt of each invoice.

4. INSURANCE. CITY shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage or equivalent amounts of self-insurance:

(a) Workers' Compensation insurance. To the extent required by law, workers' compensation insurance in the performance of any of CITY's duties under this Agreement; and upon request by ST HELENA, CITY shall provide certification of such coverage.

(b) Liability insurance.

(1) Commercial general liability insurance coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company having a A.M. Best rating of A:VII or better, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CITY or any officer, agent, or employee of CITY under this Agreement except for acts or omissions performed in strict compliance with express direction of ST HELENA's governing board, officers or personnel.

(2) Comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CITY's activities under this Agreement of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to ST HELENA upon request), the coverages shall be evidenced by a Certificate of Coverage which shall be filed with ST HELENA's Director of Public Works upon request; shall name ST HELENA, its officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; shall provide that ST HELENA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change; shall provide that the insurance provided is primary coverage to ST HELENA with respect to any insurance or self-insurance programs maintained by ST HELENA; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. Upon request of ST HELENA's Director of Public Works, CITY shall provide or arrange for the insurer to provide ST HELENA with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

(d) Inclusion in Subcontracts. CITY agrees to require the Consultant and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 4 and to require the Consultant to name ST HELENA as an additional insured. CITY also agrees to require the Consultant and any other entity or person who is involved in providing services under this Agreement to obtain and maintain in full force and effect throughout the term of this Agreement professional liability/errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence, covering all professional acts or omissions of Consultant or its agents arising out of or in connection with this Agreement.

5. INDEMNIFICATION.

(a) By CITY. CITY shall defend, indemnify and hold harmless ST HELENA and the officers, agents and employees of ST HELENA from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by CITY or its officers, agents, or employees, of activities or obligations required of CITY under this Agreement except where the loss was proximately caused by acts or omissions of CITY performed in strict compliance with express direction from ST HELENA's governing board, officers or personnel other than direction based upon and conforming to advice from CITY.

(b) By ST HELENA. ST HELENA shall defend, indemnify and hold harmless CITY

and the officers, agents and employees of CITY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by ST HELENA or its officers, agents, or employees, of obligations required of ST HELENA under this Agreement as well as for claims where the loss was proximately caused by acts or omissions of CITY performed in strict compliance with express direction from ST HELENA's governing board, officers or personnel other than direction based upon and conforming to advice from CITY.

6. NO WAIVER. The waiver by any of the parties of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

7. NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that any party desires to give any other party shall be addressed to the other party at the address set forth below. Any party may change its address by notifying the other parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

ST HELENA	CITY
Director of Public Works	Utilities Director
City of St. Helena	City of Napa
1480 Main Street	P.O. Box 660
St. Helena, CA 94574	Napa, CA 94559

8. COMPLIANCE WITH LAWS. In performing any services required under this Agreement to be reimbursed by ST HELENA, CITY shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall also include, but not be limited to, the following, except where otherwise prohibited by state or local law:

(a) Non-Discrimination. During the performance of this Agreement, CITY and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CITY shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CITY shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CITY services or works required of ST HELENA by the State of California pursuant to agreements between ST HELENA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CITY and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CITY agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CITY performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be

amended from time to time) is completed and on file for each employee. CITY shall make the required documentation available upon request to ST HELENA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CITY under this Agreement are subcontracted to a third party, CITY shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

9. AUTHORITY TO CONTRACT. CITY and ST HELENA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

10. INDEPENDENT ENTITIES. Although this Agreement is a Joint Powers Agreement as authorized by California Government Code Sections 6500 *et seq*, CITY and ST HELENA are independent entities, and CITY and ST HELENA and the respective officers, agents and employees of CITY and ST HELENA are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

11. PRIVILEGES, IMMUNITIES AND OTHER BENEFITS. In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

12. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights in third parties and CITY and ST HELENA do not intend to create such rights.

13. ATTORNEY'S FEES. In the event that either of the Parties commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

14. RECORDS AND TITLE TO DOCUMENTS. Upon completion of the Plan, CITY shall require the Consultant to provide original copies to ST HELENA and CITY.

15. ENTIRETY OF CONTRACT. This Agreement, together with Exhibits A and B, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

16. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY OF NAPA, a California Charter City:

Phil Brun, Utilities Director

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

CITY OF ST. HELENA, a California City:

Mark T. Prestwich, City Manager

**APPROVED BY THE CITY OF ST. HELENA
CITY COUNCIL:**

Date _____

ATTEST:

Cindy Tzafopolous, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

**EXHIBIT “A” TO THE MEMORANDUM OF UNDERSTANDING FOR THE NAPA VALLEY
DROUGHT CONTINGENCY PLAN**

Consultant’s Agreement

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
NAPA VALLEY DROUGHT CONTINGENCY PLAN

City Agreement No. _____

City Budget Code: _____

This Services Agreement (Professional Services) for the Napa Valley Drought Contingency Plan ("**Agreement**") by and between the City of Napa, a California charter city ("**City**"), and Brown and Caldwell, a California corporation ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally includes the coordination and preparation of the Napa Valley Drought Contingency Plan.

B. Brown and Caldwell has extensive technical experience in the field of water resources, engineering and drought contingency planning.

C. The project will be partially funded by a \$200,000 grant from the Bureau of Reclamation.

D. Other Napa Valley agencies including American Canyon, Yountville, St. Helena, Calistoga, Napa County and Napa Sanitation District will participate in the project and proportionally share costs based on separate agreements with the City of Napa.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **SCOPE OF SERVICES.**

1.1. **Services.** Consultant, acting in its capacity as an engineering firm, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the City's authorized representative, Philip L. Brun, Utilities Director, or his designee ("**City's Authorized Representative**").

1.2. **Standard of Care.** In performing the Services, Consultant will be performed in accordance with the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. **Independent Contractor.** Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. **Subcontracting.** If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. **Third Party Beneficiaries.** Except to the extent expressly stated herein, this Agreement will not

be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its negligent or wrongful errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$429,886, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Patrick S. Sullivan, Senior Vice President, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and

delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

Philip L. Brun
Utilities Director
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
pbrun@cityofnapa.org

TO CONSULTANT:

Rene Guillen
201 North Civic Drive
Walnut Creek, CA 94596
Phone: 925-210-2464
Email: RGuillen@BrwnCald.com

5. **TERM.** The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. **CITY'S RIGHT TO TERMINATE.** The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. **DEFAULT AND DISPUTE RESOLUTION.**

7.1. **Default.** Consultant will be deemed in default of this Agreement if Consultant is not materially complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. **Dispute Resolution.** If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, except for a dispute regarding payment to Consultant, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement. Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify City and shall cooperate with City prior to disclosure so that City may take necessary actions to protect such confidential information from disclosure.

8.1.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. In accordance with Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto) or equivalent, for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against Consultant's negligent errors and omissions in performing the Services, with a policy limit of at least \$1,000,000 each claim and aggregate. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon

to contribute to a loss.

11.5.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by regular mail. The Workers' Compensation policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant represents that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further represents that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and

local laws, rules, and regulations related to the Services under this Agreement. Consultant represents to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to Consultant services or works required of City by the State of California pursuant to agreements between City and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Consultant and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Documentation of Right to Work. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

13.5. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of

competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Brown and Caldwell, a California corporation

By: _____
Philip L. Brun, Jr., Utilities Director

By: _____
Jeffrey R. Kivett, Vice President

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT “A”**SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

1.0. **SCOPE OF SERVICES.** Consultant will perform the Services described in this Exhibit “A,” in accordance with the terms of the Agreement.

Table 1. Detailed Work Plan	
Task	Activities
Task 1. Initial Drought Contingency Plan Steps	
Engage the Drought Contingency Plan Task Force.	In coordination with the Task Force, kickoff activities will include a summit session defining the objectives, timeline, and financial obligations of each Task Force agency and/or organization represented. The Task Force list of members is defined below.
Implementation of the Work Plan	- Initiate the Work Plan tasks included in the DCP - Provide a final detailed project schedule - Identify data needs from the Task Force agencies and schedule contact as needed to follow up on data requests for each agency
Implementation of the Outreach Plan	- Develop a distribution list that includes additional interests not specifically represented on the Task Force to be informed of and review Task Force proposals and provide vital feedback. Identify who these initial key stakeholders are and acquire their contact information. - Develop and schedule relevant topical Workshops or Public Informational meetings to inform stakeholders, the public, and local media of project progress and highlights from the studies. - Confirm stakeholder list with the Task Force, identify issues to be addressed/discussed during the DCP. - Work with Napa to post DCP related content to their existing website for easy access by stakeholders and public.
Task 2. Background, Study Area, and Participating Agencies	- Collect existing relevant water contingency and drought planning documents for review, such as drought plans, response policies, emergency response plans, urban water management plans, surface and groundwater water management plans, general plans, California Department of Water Resources and Reclamation drought planning guidelines, and other relevant information. - Review and summarize the history of drought in the area, current drought situation, severity of drought conditions, recent drought experiences, and the period of time that the area has been experiencing drought conditions. - Historical drought frequency and magnitude, including multi-year droughts and seasonal droughts will be described. - Highlight historical drought trends, if any.
Task 3. Water Supplies and Demands	- Review and summarize existing water supply and demand data for pertinent water agencies and end users. Describe the availability and quality of existing data and models applicable to the proposed DCP. - Describe existing water supplies and the key water supply facilities. These sources include river surface water, groundwater, recycled water, wastewater, stormwater, agricultural return water, and interconnections with neighboring systems. Quantify stream flows, reservoir storage levels and yield, water quality, historic flow patterns, and flow requirements, including magnitude and timing of release. - Define the drought impacts to each Task Force agency's water supply, water quality, and the vulnerability of the existing water supply sources. Describe water quality impacts of drought conditions. The water supply

Table 1. Detailed Work Plan	
Task	Activities
	and demand comparison will compare the water supply sources available in normal and dry periods to the projected water demands.
Task 4. Drought Monitoring Process	- Identify drought indicators and trigger levels that are currently being used by each Task Force agency to signal pending drought conditions and severity. Summarize current drought monitoring strategies used by each major user and Task Force agency. - Establish a process for monitoring near and long-term water availability, and a framework for predicting the probability of future droughts and confirming an existing drought. - Develop a process for the collection, analysis, and dissemination of water availability and other drought-related data. Explain how this data will be used to predict, confirm, and mitigate droughts, including identifying the metrics and triggers to be used to define stages of drought, trigger mitigation or response actions, and define the various levels of severity of drought. - Develop, as necessary, specific parameters and triggers to monitor for drought conditions. Provide recommendations for drought indicators and triggers to use for deciding when a drought starts and when it ends.
Task 5. Vulnerability Assessment	- Evaluate the vulnerability of water supplies to drought. Describe the reliability and vulnerability of the water supply and water quality to historical seasonal or climatic shortage. - Review and summarize the climate change work being done by Reclamation, the State of California, and other federal and state agencies. - Calculate future water demands and compare water supply and water quality vulnerabilities with a range of future climatic conditions, including the effects of climate change. - Describe the severity of the consequences to water supplies if no action is taken and drought risks are not addressed. Describe existing or potential risks to human health and safety including water quality risks; endangered, threatened, or candidate species; agricultural water supplies; hydropower production; fish and wildlife habitat; recreation; and any other significant areas of risk. The consequences of seawater intrusion and sea level rise will be identified. - Provide an analysis of the drought impacts from climate change and the resulting practical implications for drought planning for the Task Force agencies. Identify future impacts to water supplies and water quality for a range of possible drought and climate change scenarios. - Prepare agenda and presentation, notify attendees, and conduct Task Force meetings to discuss background documentation and the vulnerability assessment.
Task 6. Mitigation Actions	- Research and identify the best practices and most effective measures used for drought mitigation in the Western states. - Identify, evaluate, and prioritize mitigation actions and activities that will build long-term resiliency to drought, mitigate the risks posed by drought, decrease sector vulnerabilities, and reduce the need for response actions. - Identify drought actions, responses, programs, and strategies. Review, compare, and summarize the staged demand reduction program used by each Task Force agency. Identify and evaluate additional potential responses for use at each stage of drought. Provide recommendations to improve the consistency of the region's drought response. - Identify potential mitigation projects that would build long-term resilience to drought and reduce the need for emergency response

Table 1. Detailed Work Plan	
Task	Activities
	actions. Work with the Task Force agencies to include projects that have been previously identified and discussed, regardless of the level of planning and development that has been done to date. • Develop a list of screening criteria to evaluate mitigation projects, mitigation actions and response actions. This criteria list will be compiled into a matrix with weighted factors and used to evaluate actions. • Evaluate the potential mitigation projects, mitigation actions and response actions using the screening criteria and develop a short list of the best projects and actions along with their associated triggers. • The short list shall describe: each mitigation project, how the identified project would address the existing or potential drought risks; the steps necessary to implement the project; cost estimates and project schedule; if the project has a connection to other Reclamation activities; the benefits expected from implementing the project; and the impacts expected from not implementing the project, including economic, social, public health, and number of people affected by the risks. • For up to three of the top prioritized mitigation projects identified in this task, further develop a preliminary analysis to describe the regulatory constraints and requirements as well as the conceptual level infrastructure needs such as for treatment and conveyance. Planning level costs for the conceptual level infrastructure and operations and maintenance will be described to further characterize these projects. • Describe opportunities for the identified projects or actions to dovetail into proposed or existing initiatives by Task Force agencies. • Prepare agenda and presentation, notify attendees, and conduct stakeholder outreach meetings to discuss mitigation actions analysis and screening approach.
Task 7. Response Actions	• Identify, evaluate, and prioritize drought response actions and activities that can be implemented quickly during a drought to mitigate the impacts and provide rapid benefits. • Establish a staged approach to implementing response actions, depending on the severity of the drought. Use the metrics and triggers developed in Task 4 that define stages of drought, when mitigation or response actions are triggered, and the various levels of severity of drought. Further define the stages of drought when the response actions are triggered to manage the limited supply and decrease the severity of immediate impacts. • Develop bundles of response actions that would be implemented at each stage of a drought. Estimate the expected ability each stage of response actions is expected to have on reducing water demands on a temporary basis. If necessary, redefine or update the metrics and triggers from Task 4 to deliver better short-term benefits.
Task 8. Organizational and Implementation Framework and Stakeholder Outreach	• Develop an operational and administrative framework to identify who is responsible for undertaking the actions necessary to implement each element of the DCP plan, including communicating with the public about those actions. • Review the organizational structure currently used by each of the participating agencies to respond to a drought, and suggest any update, if appropriate. • The Task Force agencies process for the development of the Drought Contingency Plan will consist of having regular progress meetings, providing status reporting, and conducting workshops. See the Communications and Outreach plan below.

Table 1. Detailed Work Plan	
Task	Activities
	Prepare agenda and presentation, notify attendees, and conduct Task Force meetings to discuss organizational and implementation framework and responsibilities moving forward.
Task 9. Update Process	- Develop an organizational framework and process to routinely update the Drought Contingency Plan. This includes a schedule for monitoring, evaluating, and updating the DCP. - Develop guidelines to determine what triggers will identify when an update needs to be done.
Task 10. Drought Contingency Plan Document	- Summarize task efforts and findings into a Drought Contingency Plan document. Prepare the Drought Contingency Plan document and associated appendices, maps, figures, tables, and computer models. - Submit first draft for Task Force review and second draft of the Drought Contingency Plan for Reclamation review and comment. Based on the results of Task Force and Reclamation input, a final submittal will be prepared. Twenty copies of each submittal, as well as one electronic/digital copy, will be provided.
Task 11. Project Management	- Provide monthly updates of project status, issues, and concerns to the fiscal agent. - Maintain project schedule. - Provide project documentation, quality control checks on project deliverables, management of progress against budget and schedule commitments, and submittal of monthly invoices and monthly project status reports. - Prepare for and meet with Task Force to kick off the DCP project. - Prepare agenda and presentation, notify attendees, and conduct stakeholder outreach meeting to present the draft DCP.

Task Force

Lead Agency Contact:

Phil Brun Jr., PE
 Utilities Director
 Utilities Department, City of Napa
 1340 Clay Street, Napa, CA 94559
 Phone: (707) 257-9316
 Cell: (707) 246-2824
 Email: pbrun@cityofnapa.org

DCP Task Force Participants

1. Phil Miller, Napa County Flood Control and Water Conservation District
2. Steven Lederer, County of Napa
3. Joe Tagliaboschi, Town of Yountville
4. Debra Hight, Town of Yountville
5. Mike Kirn, City of Calistoga
6. Derek Rayner, City of Calistoga
7. Phil Brun, City of Napa
8. Joy Eldredge, City of Napa
9. Erica Smithies, City of St Helena
10. Felix Hernandez, City of St. Helena
11. Steve Hartwig, City of American Canyon

12. Steve Moore, City of American Canyon
13. Tim Healy, Napa San

Communication and Outreach Plan

Geographic Project Area and Community Overview

This Communication and Outreach Plan describes how stakeholders and the public will be informed of and involved in the planning process, including providing input on the drafting of the Drought Contingency Plan (DCP) and providing feedback to the DCP Task Force.

Study Overview

The DCP Communication and Outreach Plan coincides with the Scope of work and elaborates on outreach efforts as part of the development of this DCP. Develop a process to identify appropriate stakeholders and interested parties who would contribute to the process by participating. Potential stakeholders include water agencies, County agencies, business groups, agricultural interest groups, property owners, environmental groups, and special interest groups in the DCP area.

Study Audience and Participants

- Key Stakeholders
- General Public

Outreach Goals

The purpose of this effort is to build understanding, involvement, and support for drought contingency planning throughout the defined affected region.

The DCP Task Force will coordinate, gather data from existing sources, and make initial planning decisions to be vetted by various stakeholders and the Napa Valley communities through a series of collaborative activities.

At various intervals during the process, data collection and assessment will reach plateaus or milestones. These are opportune times in the process where key stakeholders and the public could be briefed on the status of assessments and provide comment and input to the DCP Task Force. These intervals in the process may be difficult to initially pinpoint but it is anticipated that at key points these DCP Task Force and stakeholder outreach meetings will occur during the process as identified in the later section "Opportunities for Providing Input - Public Involvement Workshops".

Internal Engagement: Task Force

The Task Force will be convened for a kickoff workshop to introduce team members, project purpose, scope, schedule, and committee operating guidelines. The kickoff workshop will solicit and document stakeholder issues and values pertaining to drought management and risk levels that will serve as guiding principles throughout the project.

External Engagement

- Stakeholders
- Public

It is essential for Task Force members to identify groups (stakeholders) that have a stake in drought contingency planning, and to understand their interests (environmental, civic, agricultural, etc.). These groups will be early and continuously in the interest of fair representation and effective drought management and planning. Opportunities to discuss and understand diverse viewpoints will be an integral

part of the process. It is envisioned that the series of stakeholder forums will take place locally in the form of DCP Task Force and stakeholder outreach meetings.

Interested organizations and groups could include, but are not limited to, the following:

- Hospitality: Visit Napa Valley.
- Agriculture: Napa County Farm Bureau, Carneros Wine Alliance, Napa Valley Grape Growers Association, Napa Valley Vintners, Napa County Resource Conservation Districts, Wine Growers of Napa County, and those working on Groundwater Sustainability issues.
- Environmental: Environmental Education Coalition of Napa County, Friends of the Napa River, and Napa County Parks and Open Space District.

Drought Summit Stakeholder Outreach

- Assist with coordinating and conducting up to two stakeholder outreach meetings. Assist with promoting the workshops and inviting stakeholders. Provide workshop agendas and handout materials as necessary including PowerPoint presentations, study summaries and relevant maps and graphical charts. Assist with preparing a summary documenting the meeting discussions and outcomes.
- DCP Task Force Meetings – Monthly Task Force Meeting
 - Participation
 - Feedback/Input
 - Venues – TBD
- Public Meetings – Schedule to be determined
 - Participation
 - Feedback/Input
 - Venues – TBD

Outreach Tactics and Tools

A series of relevant topical Workshops or public informational meetings will be developed to inform and involve stakeholders, the public, and media (e.g. stakeholder outreach meetings). Topics would be determined by the Task Force based on informational objectives and progress toward reaching key milestones. Outcomes of each topical Workshop will be documented and provided to the Task Force and public/stakeholders.

Outreach Tools

Notification/Announcements. Possible subjects for the stakeholder outreach meetings include: criteria for defining water shortages, potential actions in advance of water shortage, priorities of water use, instream flows, recreational needs, and overall drought equity issues.

1. Prepare announcements and distribute via email of the DCP task force and stakeholder outreach meetings for notification.

Informational Materials

For simplification, the following list of activities is categorized, though there is overlap between some of the categories and actions.

- DCP related Web content: Work with Napa to post pages with DCP project-related information, maps, data, and documents onto their existing website.
- Written communications: produce and distribute email updates, informational project fact sheet, and press releases as needed.
- Initiate articles for appropriate newspapers and other publications and websites as needed.

- If appropriate, arrange for face-to-face activities including personal briefings with small stakeholder groups, presentations at neighborhood meetings, and offer to make DCP related presentations.
- Assist the project team with creating PowerPoint presentations and other informational materials for workshops and DCP Task Force meetings.
- Use email to generate community interest and direct the public and stakeholders to project-related web content at Napa website as mentioned above.

Opportunities for Providing Input – Public/ Stakeholder Involvement Workshops

The DCP Task Force and stakeholder outreach meetings will focus on the following topics (potential dates of the summits are shown in the Work Plan Project schedule):

2. Discuss preliminary supply & demand Discuss goals, objectives and measures of success for screening mitigation actions (July 2019).
3. Discuss the definition of vulnerability and define the needs to be addressed with mitigation actions (October 2019).
4. Discuss early results of mitigation action screening and implementation and receive input to adjust analysis as needed (February 2020).

2.1 REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on Effective Date of agreement and ending upon completion of tasks not to exceed \$429,886. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

EXHIBIT "B"**COMPENSATION RATES AND CHARGES****1. AUTHORIZED HOURLY RATES:**

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

See the attached hourly rate schedule.

Table 2. Rate Schedule			
Personnel			
Engineering	Technical/Scientific	Administrative	Hourly Rate
		Office/ Support Services I	\$57.46
Drafter Trainee	Field Service Technician I	Word Processor I Office/ Support Services II	\$59.57
Assistant Drafter	Field Service Technician II	Word Processor II Office/ Support Services III	\$66.78
Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/ Support Services III	\$88.85
Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/ Hydrogeologist I Scientist I Senior Field Service Technician Project Analyst II	Accountant II Word Processor IV	\$100.38
Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/ Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr. Technical Writer Word Processing Supervisor	\$113.24
Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/ Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$130.79
Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/ Hydrogeologist Senior Scientist	Senior Technical Writer	\$155.25
Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/ Hydrogeologist Principal Scientist	Corp. Contract Administrator	\$189.64
Supervising Engineer Supervising Construction Engineer	Managing Geologist/ Hydrogeologist Principal Scientist	Assistant Controller	\$214.40

Table 2. Rate Schedule			
Personnel			
Engineering	Technical/Scientific	Administrative	Hourly Rate
Managing Engineer	Supervising Geologist/ Hydrogeologist Supervising Scientist	Area Bus. Ops. Mgr. IV	\$247.73
Chief Engineer Executive Engineer	Chief Geologist/ Hydrogeologist Chief Scientist	Corp. Marketing Comm. Mgr.	\$267.89
Vice President			\$306.95
Vice President/ Project Manager			\$306.95
Senior Vice President			\$429.97
President/ Executive Vice President			\$586.03

2. AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows and subject to the not-to-exceed limit in Section 2.1 of the Agreement:

See the attached table for authorized expenses and rates.

Table 3. Expenses	
Item	Cost
Subconsultant	At cost + 5%
Long Distance Telephone	At cost
Copies	\$0.10 per page
Postage	At cost
Overnight mail	At cost
Mileage for personal car	IRS standard mileage rate for business
Travel Expenses:	
Rental Car (midsize)	Daily rate, at cost
Hotel	At cost not to exceed \$300 per night
Airfare (coach class)	At cost not to exceed \$550 per night
Meals	At cost, alcohol excluded

3. CONSULTANT FEE TABLE:

Task Description		Prime Consultant (Rates, Hours and Cost by Labor Category)													Sub Consultants (Rates, Hours and Cost by Labor Category)													Total Project Effort, \$					
		Rene Guillen	Jacqueline Hides	Melanie Holton	Paul Sikky	Dawn Stock	Sara Romero	Dore Zarr	Jeff Ivett	Susan Sears	Tina Crawford	Total Prime Consultant hours	Total Prime Consultant Labor, \$	Mileage	Total Prime Expenses	Total Sub markup (5%)	Total Brown and Caldwell Effort	Mark Miller	Melvin Smith	Keith Smith	Alisa Degushi	Mike Savage	Total Data Instincts hours	Total Data Instincts Labor, \$	Data Instincts Expenses	Total Data Instincts Effort	Ginger Bryant		Total Bryant and Associates hours	Total Bryant and Associates Labor, \$	Bryant and Associates Expenses	Total Bryant and Associates Effort	
		Project Manager/Senior Engineer	Project Analyst	Managing Engineer	QA/QC Vice President	Word Processor	Accountant	Project Monitor	Principal in Charge	Graphic Artist	Geographical Information Systems (GIS)							Senior Public Involvement	Public Involvement Staff	Public Involvement Staff	Data	Water Resources Engineer					Senior Planner						
Task	Subtask	Billing Rate	\$125.25	\$113.24	\$247.75	\$308.95	\$101.58	\$88.85	\$388.95	\$108.95	\$113.24	\$130.79					\$195.00	\$195.00	\$110.00	\$95.00	\$225.00				\$210.00								
1. Initial Planning Steps	1. Drought Planning Task Force	0	0	4	0	0	0	0	0	0	0	4	\$991				\$359	\$1,350	16	0	0	0	24	\$4,200	\$11	\$4,211	12	12	\$2,446	\$532	\$2,978	\$8,539	
	2. Detailed Work Plan	0	0	12	2	0	0	0	0	0	0	14	\$3,587				\$270	\$3,857	0	0	0	0	2	\$450	\$0	\$450	23	23	\$4,844	\$107	\$4,951	\$9,258	
	3. Communication and Outreach Plan	0	0	4	0	0	0	0	0	0	0	4	\$991				\$583	\$1,574	32	0	0	6	38	\$6,810	\$11	\$6,821	23	23	\$4,838	\$0	\$4,838	\$13,233	
2. Background and Study Area	1. Study Area	4	0	0	0	0	0	0	0	0	4	0	\$1,074				\$0	\$1,074	0	0	0	0	0	\$0	\$0	\$0	0	-	\$0	\$0	\$0	\$1,074	
	2. Background	4	0	2	0	0	0	0	0	0	0	6	\$1,116				\$0	\$1,116	0	0	0	0	0	\$0	\$0	\$0	0	-	\$0	\$0	\$0	\$1,116	
	3. Review Plans	8	0	2	0	0	0	0	0	0	0	10	\$1,737				\$0	\$1,737	0	0	0	0	0	\$0	\$0	\$0	0	-	\$0	\$0	\$0	\$1,737	
	4. Drought History	8	0	2	0	0	0	0	0	0	0	8	\$1,427				\$23	\$1,449	0	0	0	0	2	\$450	\$0	\$450	0	-	\$0	\$0	\$0	\$1,899	
3. Supplies and Demands	1. Review Data and Models	20	0	4	2	0	0	0	0	0	0	24	\$4,096				\$45	\$4,141	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$5,041	
	2. Surface Water Supplies	40	0	4	2	0	0	0	0	0	0	46	\$7,815				\$45	\$7,860	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$8,760	
	3. Groundwater Supplies	40	0	8	2	0	0	0	0	0	0	50	\$8,806				\$45	\$8,851	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$9,751	
	4. Other Supply Sources	16	0	6	0	0	0	0	0	0	0	22	\$3,970				\$45	\$4,015	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$4,915	
	5. Urban Demands	38	0	28	2	0	0	0	0	0	0	68	\$13,450				\$23	\$13,472	0	0	0	0	2	\$450	\$0	\$450	0	-	\$0	\$0	\$0	\$13,922	
	6. Ag and Other Demands	32	0	28	0	0	0	0	0	0	0	60	\$11,904				\$163	\$12,067	0	0	0	0	0	\$0	\$0	\$0	16	16	\$3,258	\$0	\$3,258	\$15,325	
	7. Conservation Programs	8	0	10	0	0	0	0	0	0	0	18	\$3,719				\$163	\$3,882	0	0	0	0	0	\$0	\$0	\$0	16	16	\$3,258	\$0	\$3,258	\$7,140	
	8. Supply to Demand Comparison	20	0	20	2	0	0	0	0	0	0	42	\$8,673				\$300	\$8,973	22	6	4	0	2	\$5,990	\$0	\$5,990	0	-	\$0	\$0	\$0	\$14,963	
4. Drought Monitoring Process	1. Drought Indicators	12	0	6	0	0	0	0	0	0	0	18	\$3,349				\$68	\$3,417	0	0	0	0	6	\$1,350	\$0	\$1,350	0	-	\$0	\$0	\$0	\$4,767	
	2. Drought Triggers	24	0	4	0	0	0	0	0	0	0	28	\$4,717				\$45	\$4,762	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$5,662	
5. Vulnerability Assessment	1. Assess Supply Vulnerability	42	0	46	2	0	0	0	0	0	0	90	\$18,530				\$318	\$18,847	22	2	4	0	6	\$6,350	\$0	\$6,350	0	-	\$0	\$0	\$0	\$25,197	
	2. No Action Consequences	8	0	16	0	0	0	0	0	0	0	24	\$5,206				\$45	\$5,251	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$6,151	
	3. Climate Change Impacts	16	0	8	0	0	0	0	0	0	0	24	\$4,466				\$45	\$4,511	0	0	0	0	4	\$900	\$0	\$900	0	-	\$0	\$0	\$0	\$5,411	
6. Mitigation Actions	1. Initial List of Drought Projects	50	0	16	0	0	0	0	0	0	9	73	\$12,745				\$287	\$13,032	0	0	0	0	4	\$900	\$0	\$900	23	23	\$4,838	\$0	\$4,838	\$18,779	
	2. Short List of Drought Projects	128	0	70	2	0	0	0	0	0	16	40	\$256				\$557	\$45,827	20	0	2	4	8	\$6,300	\$0	\$6,300	23	23	\$4,838	\$0	\$4,838	\$56,565	
	3. Benefits of Projects	16	0	16	0	0	0	0	0	0	0	32	\$6,448				\$704	\$7,151	20	0	2	4	4	\$30	\$5,400	\$0	\$5,400	41	41	\$8,677	\$0	\$8,677	\$21,228
	4. Implementation	16	0	10	2	0	0	0	0	0	0	28	\$5,575				\$448	\$6,023	20	0	2	4	2	\$4,950	\$0	\$4,950	19	19	\$4,000	\$0	\$4,000	\$14,973	
7. Response Actions	1. Response Actions	16	0	40	2	0	0	0	0	0	0	58	\$13,007				\$23	\$13,029	0	0	0	0	2	\$450	\$0	\$450	0	-	\$0	\$0	\$0	\$13,479	
	2. Drought Response Organization	6	0	6	0	0	0	0	0	0	0	14	\$2,913				\$147	\$3,060	10	4	0	0	2	\$2,940	\$0	\$2,940	0	-	\$0	\$0	\$0	\$6,000	
8. Organizational and Implementation Framework and Stakeholder Outreach	1. Participating Agencies Process	6	0	6	0	0	0	0	0	0	0	12	\$2,418				\$701	\$3,119	22	6	2	4	2	\$6,150	\$43	\$6,193	33	33	\$6,977	\$856	\$7,833	\$17,145	
	3. Stakeholder Process	6	0	6	0	0	0	0	0	0	0	12	\$2,418				\$925	\$3,343	45	8	12	0	2	\$11,625	\$2,614	\$14,239	20	20	\$4,258	\$0	\$4,258	\$21,840	
	2. Update Process	6	0	6	0	0	0	0	0	0	0	12	\$2,418				\$68	\$2,485	0	0	0	0	6	\$1,350	\$0	\$1,350	0	-	\$0	\$0	\$0	\$3,835	
10. Drought Plan Document	1. First Draft	20	0	20	8	12	0	0	0	0	4	64	\$12,173				\$650	\$12,822	0	0	0	0	4	\$900	\$0	\$900	58	58	\$12,096	\$0	\$12,096	\$25,818	
	2. Second Draft	8	0	16	4	10	0	0	0	0	2	40	\$7,664				\$143	\$7,807	0	0	0	0	2	\$450	\$0	\$450	12	12	\$2,419	\$0	\$2,419	\$10,676	
11. Project Management	1. Final Report	14	0	14	4	12	0	0	0	0	2	46	\$9,300				\$185	\$9,486	2	0	0	0	4	\$1,290	\$0	\$1,290	12	12	\$2,419	\$0	\$2,419	\$12,195	
	2. Project Management	40	48	0	0	0	18	12	2	0	0	120	\$17,542				\$444	\$17,986	4	0	0	0	36	\$8,880	\$0	\$8,880	0	-	\$0	\$0	\$0	\$26,866	
	3. Meetings	16	0	16	0	0	0	0	0	0	0	34	\$6,674	\$1,000.00	\$1,000.00		\$427	\$8,101	16	4	0	0	7	\$5,235	\$3,300	\$8,535	0	-	\$0	\$0	\$0	\$16,636	
Total Hours		686	48	458	34	34	18	12	2	39	40	1,371	\$254,786				251	38	28	22	133	472				329	329					-	
Subtotals - Labor Costs @ Bill Rate		\$106,498	\$5,435	\$113,459	\$10,436	\$3,413	\$1,599	\$3,683	\$614	\$4,416	\$5,232	\$254,786		\$1,000	\$1,000	\$8,290	\$264,077	\$48,945	\$5,130	\$3,080	\$2,090	\$29,925		\$89,170	\$5,978	\$95,148	\$69,166		\$69,166	\$1,495	\$70,661	\$ 429,886	

**EXHIBIT "B" TO THE MEMORANDUM OF UNDERSTANDING FOR THE NAPA VALLEY
DROUGHT CONTINGENCY PLAN**

COST SHARE

	Water Delivered in 2013			Population in 2017				
Agency	Acre- feet	%	Cost Share	Population	%	Cost Share	Total Cost Share	Total%
American Canyon	2,665	13.0%	\$14,981	20,247	14.5%	\$16,629	\$31,610	13.8%
Napa	13,033	63.7%	\$73,262	79,774	57.0%	\$65,519	\$138,780	60.4%
Yountville	429	2.1%	\$2,412	1,021	0.7%	\$839	\$3,250	1.4%
St. Helena	1,781	8.7%	\$10,011	6,196	4.4%	\$5,089	\$15,100	6.6%
Calistoga	740	3.6%	\$4,160	5,273	3.8%	\$4,331	\$8,490	3.7%
NapaSan	1,800	8.8%	\$10,118		0.0%	\$0	\$10,118	4.4%
Napa County		0.0%	\$0	27,441	19.6%	\$22,537	\$22,537	9.8%
Total	20,448	100.0%	\$114,943	139,952	100.0%	\$114,943	\$229,886	



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Consent

Subject: Consideration and proposed adoption of a resolution adopting a list of projects for fiscal year 2019/20 funded by SB1: The Road Repair and Accountability Act of 2017

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 April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. A percentage of the new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The anticipated RMRA revenue to the City for FY 2019/20 is approximately \$101,263. The recommended action will ensure the City receives these revenues as anticipated.

Prior to receiving an apportionment of RMRA funds in FY 2019/20, the City is required to submit to the California Transportation Commission a list of projects proposed to be funded by May 1, 2019. The list of projects proposed to be funded with these funds shall include:

- A description of the project;
- The location of each proposed project;
- A proposed schedule for the project's completion; and
- The estimated useful life of the improvement

DISCUSSION

On February 13, 2018, City Council adopted a resolution approving a five-year street project list for paving and sidewalk projects eligible specifically for local Measure T funds and utilized the same list to develop the annual list for SB 1 funds in FY 2018/19. Staff has updated the SB 1 Street Project List to include the annual ADA Transition Plan curb ramp upgrades, various sidewalk replacement, Mitchell Drive Storm Drain Project, College Avenue Overlay and Silverado Trail Overlay within the City limits to be eligible for SB 1 funds in FY 2019/20. The approved project list will not limit the flexibility of the City to fund projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 and adopted by City Council. Staff recommends that City Council approve the updated SB 1 street project list for FY 2019/20 in order to meet the May 1, 2019 deadline.

In addition to the annual SB 1 street project list, City staff will be required to update the five-year street list for Measure T funding by the end of 2019. Measure T requires that the list is updated every two years.

FISCAL IMPACT

SB1 requires the City to provide an annual general fund Maintenance of Effort (MOE) in the amount of \$314,571. The proposed FY 2019/20 Capital Improvements Plan Budget and proposed FY 2019/20 Operations Budget includes \$379,189 in General Funds for City Streets to meet the MOE requirement of both SB1 and Measure T funding. There is no additional fiscal impact with the adoption of the resolution approving the Road Maintenance and Rehabilitation Account Project List for FY 2019/20.

RECOMMENDED ACTION

Adopt a resolution adopting a list of projects for fiscal year 2019/20 funded by SB1: The Road Repair and Accountability Act of 2017.

ATTACHMENTS

[Attachment 1: Resolution No. 2019-____ SB1](#)

[Exhibit A to Attachment 1: 2019/20 Street Project List](#)

[Exhibit B to Attachment 1: 2018/19 Street Project List](#)

[Attachment 2: Resolution No. 2018-18 Five-Year Street Project List](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-__

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2019/20 FUNDED BY SB1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017.**

RECITALS

- A. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and
- B. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and
- C. The City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and
- D. The City, will receive an estimated \$101,263 in RMRA funding in Fiscal Year 2019-20 from SB 1; and
- E. This is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and
- F. The City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and
- G. The City used a Pavement Management System to assist in developing the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and
- H. The funding from SB 1 will help the City maintain and rehabilitate streets, roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and

- I. The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good to excellent condition; and
- J. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

RESOLUTION

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

- 1. The foregoing recitals are true and correct; and
- 2. Adoption of this resolution is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities; and
- 3. The following list of proposed projects in Exhibit "A" will be funded in-part or solely with fiscal year 2019/20 Road Maintenance and Rehabilitation Account revenues; and
- 4. The following previously proposed and adopted projects in Exhibit "B" may utilize fiscal year 2019/20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Approved at a Regular Meeting of the St. Helena City Council on April 23, 2019, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Koberstein:

Councilmember Chouteau:

Councilmember Knudsen:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

EXHIBIT A

STATE OF CALIFORNIA • CALIFORNIA TRANSPORTATION COMMISSION

Senate Bill (SB) 1 Proposed Project List Form**Local Streets and Roads Program**

Agency Name:		Agency Contact:
St Helena		Erica Ahmann Smithies
		(707) 968-2629
LoCode:	5051	esmithies@cityofsthelena.org

FY

19/20**Summary of Proposed Project List**

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	Downtown Sidewalk and Pedestrian Project	Design downtown sidewalk and pedestrian improvements: sidewalk, curb ramps, bulb outs,	Main Street (Highway 29) from Mitchell Drive to Pine Street	02/2021	10/2022	15	30
PP02	College Avenue Overlay	Overlay 0.15 miles of roadway, curb ramps, and replace striping	College Ave from Pope Street to End	07/2019	06/2020	7	15
PP03	South Crane and Grayson Rehabilitation (Design Only)	Rehabilitation design of two streets	South Crane from Grayson to Llewling and Grayson from South Crane to Main Street/Hwy 29	07/2019	06/2020	15	30
PP04	2020 ADA Transition Plan Curb Ramp Upgrades	ADA Transition Plan Curb Ramp Upgrades (annual)	Citywide	07/2019	06/2020	15	30
PP05	2020 Sidewalk Repairs	Sidewalk Repairs as identified	Citywide	07/2019	06/2020	15	30
PP06	Mitchell Drive Storm Drain Replacement	Replace and slip line old storm drain for approximately 800'	Mitchell Drive from Oak Avenue to Sulphur Creek	07/2019	06/2020	25	50
PP07	Silverado Trail Overlay	Overlay 0.20 miles of roadway and replace striping	Silverado Trail from northern City	05/2020	08/2020	7	15
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							
PP14							
PP15							
PP16							
PP17							

EXHIBIT B

STATE OF CALIFORNIA • CALIFORNIA TRANSPORTATION COMMISSION

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:		FY	
St Helena		Erica Ahmann Smithies			
		(707) 968-2629			
LoCode:	5051	esmithies@cityofsthelena.org		18/19	

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	2017/18 Pavement Restoration	Overlay 0.41 miles of roadway, upgrade curb ramps and	Kennedy Court, El Bonita, and La Quinta	05/2018	08/2018	7	15
PP02	2018/19 Pavement Restoration Project	Overlay 0.89 miles of roadway, upgrade curb ramps and striping	Andrea Ave frm Kearney to Oak, Grove Ct frm Hunt to End, Kearney St frm Hillview to Pine, Spring St frm Valleyview to Sylvaner, Spring St frm City limits to west of Sylvaner, Monte Vista frm Hunt to End	05/2019	08/2019	7	15
PP03	Downtown Sidewalk and Pedestrian Project	Design downtown sidewalk and pedestrian improvements: sidewalk, curb ramps, bulb outs, landscape, furnishing, utilities. OBAG II Grant (2 year design with construction in FY20/21	Main Street (Highway 29) from Mitchell Drive to Pine Street	02/2021	10/2022	15	30
PP04	Sidewalk Gap Closure Project	Complete a sidewalk gap closure project	Hunt Avenue from Monte Vista Avenue to June Lane	05/2019	07/2019	15	30
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							
PP14							
PP15							
PP16							
PP17							

RESOLUTION No. 2018-18

**A RESOLUTION OF THE CITY OF ST. HELENA
APPROVING PROJECTS UNDER MEASURE T PROGRAM**

WHEREAS, on November 6, 2012 the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority is the designated agency that administers and oversees the Measure T revenues; and

WHEREAS, the City of St. Helena is an eligible recipient of Measure T funds; and

WHEREAS, the tax proceeds will be used to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County ("Local Agencies") as set forth in Measure T; and

WHEREAS, under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure; and

WHEREAS, the City of St. Helena has entered into a Master Agreement with NVTa that outlines procedures for Measure T expenditures; and

WHEREAS, the City of St. Helena provided a draft five-year project list to NVTa for the expenditure of Measure T funds as required by the Measure; and

WHEREAS, it has been determined by the NVTa Board that these expenditures meet the requirements of the Measure T Master Agreement;

WHEREAS, Measure T project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*);

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

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.

2. The City Council hereby determines that the projects anticipated to be funded pursuant to the five-year project list approved pursuant to this resolution are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 as the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of use beyond that which presently exists.

3. The City Council hereby adopts the five-year project list as set forth in Exhibit "A," and authorizes the Public Works Director to file the list with NVT.A.

Passed and adopted this 13 day of February, 2018.

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

APPROVED: ATTEST:


Alan Galbraith, Mayor


Cindy Tzafopoulos, City Clerk



**CITY OF ST. HELENA
5-YEAR CIP STREET PROJECTS
February 13, 2018**

ROAD NAME	BEGINNING LOCATION	END LOCATION	DESCRIPTION OF WORK	PCI CURRENT	PROJECT COST
YEAR 2018/19					
EL BONITA AV	LA QUINTA WY	COP (CHANGE OF PAVEM	2" AC OL w/Fabrics, curb ramps, and striping	44	\$24,750
EL BONITA AV	COP (CHANGE OF PAVEMENT)	DAHLIA ST	2.5" AC OL w/Fabrics, curb ramps, and striping	25	\$22,026
EL BONITA AV	DAHLIA ST	BCR @ MAIN ST	2.5" AC OL w/Fabrics, curb ramps, and striping	9	\$224,216
EL BONITA CT	EL BONITA AVE	END	2.5" AC OL w/Fabrics, curb ramps, and striping	22	\$51,375
KENNEDY CT	LA QUINTA WY	END (W)	2.5" AC OL w/Fabrics, curb ramps, and striping	26	\$84,381
LA QUINTA WY	END (N)	END (S)	2.5" AC OL w/Fabrics, curb ramps, and striping	35	\$80,228
ANDREA AV	KEARNEY ST	OAK AV	2" AC OL w/Fabrics, curb ramps, and striping	36	\$86,014
GROVE CT	HUNT AV	END (N)	2" AC OL w/Fabrics, curb ramps, and striping	41	\$71,400
KEARNEY ST	HILLVIEW PL	MADRONA ST	2" AC OL w/Fabrics, curb ramps, and striping	45	\$113,400
KEARNEY ST	MADRONA ST	PINE ST	2" AC OL w/Fabrics, curb ramps, and striping	52	\$55,260
SPRING ST	CHARDONNAY WY	SYLVANER AV (E)	2" AC OL w/Fabrics, curb ramps, and striping	49	\$159,251
SPRING ST	SYLVANER AV (E)	VALLEY VIEW ST	2" AC OL w/Fabrics, curb ramps, and striping	35	\$104,296
SPRING ST	CITY LIMITS	639' W/O SYLVANER AV	2" AC OL, curb ramps, and striping	67	\$109,503
MONTE VISTA	HUNT AV	END (N)	2.5" AC OL w/Fabrics, curb ramps, and striping	32	\$81,135
HWY 29/MAIN STREET	MITCHELL DRIVE	BRITTON WY/PINE ST	Downtown sidewalk improvements (Design Only)	N/A	\$150,000
HUNT AVENUE	MONTE VISTA	JUNE LANE	Sidewalk, curb, gutter, and ramps	N/A	\$125,000
Total Estimated Project Cost in 2018/19					\$1,542,233
YEAR 2019/20					
VOELKER CT	CRINELLA DR	END (E)	2.5" AC OL w/Fabrics, curb ramps, and striping	31	\$45,437
VORHEES CIR	MITCHELL DR (E)	MITCHELL DR (W)	2" AC OL w/Fabrics, curb ramps, and striping	52	\$122,519
BROWN ST	ALLISON AV	END (W)	2.5" AC OL w/Fabrics, curb ramps, and striping	10	\$99,932
CRINELLA DR	MAIN ST	PARK ST	2.5" AC OL w/Fabrics, curb ramps, and striping	14	\$79,847
CRINELLA DR	PARK ST	PUMP STATION	2.5" AC OL w/Fabrics, curb ramps, and striping	14	\$162,843
CRINELLA DR	PUMP STATION	PARK ST	2.5" AC OL w/Fabrics, curb ramps, and striping	25	\$150,917
PARK ST	PRAATT AVENUE	CRINELLA DR	2" AC OL w/Fabrics, curb ramps, and striping	39	\$123,951
PARK ST	CHRISTINE CT	CRINELLA DR	2.5" AC OL w/Fabrics, curb ramps, and striping	23	\$107,952
CHRISTINE CT	PARK ST	END (E)	2.5" AC OL w/Fabrics, curb ramps, and striping	23	\$42,828
HENRY CT	PARK ST	END (E)	2.5" AC OL w/Fabrics, curb ramps, and striping	28	\$24,473
SPRING ST	SYLVANER AV (W)	CHARDONNAY WY	Microsurfacing, curb ramps, and striping	72	\$23,517
SPRING ST	639' W/O SYLVANER AV	SYLVANER AV (W)	Slurry Seal - Type II	95	\$4,964

ROAD NAME	BEGINNING LOCATION	END LOCATION	DESCRIPTION OF WORK	PCI CURRENT	PROJECT COST
KEARNEY ST	PINE ST	ADAMS ST	Microsurfacing, curb ramps, and striping	66	\$13,167
ARROWHEAD DR	BCR @ SULPHUR SPRINGS RD	END (S)	Microsurfacing, curb ramps, and striping	72	\$21,882
MCCORKLE AV	END (W)	ALLISON AV	Microsurfacing, curb ramps, and striping	73	\$7,163
CHURCH ST	HUNT AV	POPE ST	Slurry Seal - Type II	84	\$7,443
HUDSON AV	MADRONA ST	ADAMS ST	Slurry Seal - Type II	77	\$10,677
HUDSON AV	ADAMS ST	SPRING ST	Slurry Seal - Type II	83	\$10,994
MONEY WY	SPRING ST	ADAMS ST	Slurry Seal - Type II	75	\$6,476
PAULSON CT	POPE ST	END (N)	Slurry Seal - Type II	84	\$5,736
GRAYSON	MAIN ST/HWY 29	SOUTH CRANE	Road reconstruction, curb ramps, striping (Design Only)	22	\$75,000
SOUTH CRANE	SULPHUR SPRINGS	GRAYSON	Road reconstruction, curb ramps, striping (Design Only)	27	\$75,000
HWY 29/MAIN STREET	MITCHELL DRIVE	BRITTON WY/PINE ST	Downtown sidewalk improvements (Design Only)	N/A	\$150,000
Total Estimated Project Cost in 2019/20					\$1,373,313
YEAR 2020/21					
ALEXANDER CT	MAIN ST	MAIN ST	2" AC OL w/Fabric, curb ramps, and striping	54	\$54,107
PINE ST	KEARNEY ST	OAK AV	2" AC OL w/Fabric, curb ramps, and striping	53	\$53,046
PINE ST	OAK AV	MAIN ST	2" AC OL, curb ramps, and striping	68	\$49,970
CHABLIS CIR	PINOT WAY	END	2.5" AC OL w/Fabric, curb ramps, and striping	22	\$40,974
EDWARDS ST	HUNT AV	POPE ST	2.5" AC OL w/Fabric, curb ramps, and striping	15	\$147,996
HILLVIEW PL	END (W)	SCOTT ST	2.5" AC OL w/Fabric, curb ramps, and striping	10	\$25,920
HILLVIEW PL	SCOTT ST	VINEYARD AV	2.5" AC OL w/Fabric, curb ramps, and striping	16	\$66,837
HILLVIEW PL	VINEYARD AV	STOCKTON ST	2.5" AC OL w/Fabric, curb ramps, and striping	14	\$62,382
HUNT AV	CHURCH ST	EDWARDS ST	2.5" AC OL w/Fabric, curb ramps, and striping	43	\$74,100
OAK AV	ADAMS ST	TAINTER ST	2.5" AC OL w/Fabric, curb ramps, and striping	56	\$114,359
OAK AV	TAINTER ST	SPRING ST	2.5" AC OL w/Fabric, curb ramps, and striping	42	\$104,817
OAK AV	SPRING ST	MITCHELL DR	2.5" AC OL w/Fabric, curb ramps, and striping	53	\$111,269
COLUMBARD CT	CHARDONNAY WY	END (W)	2" AC OL, curb ramps, and striping	66	\$62,727
KEARNEY ST	TAINTER ST	SPRING ST	Slurry Seal - Type II	90	\$3,696
KIDD RANCH RD	MCCORKLE AV	END (S)	Slurry Seal - Type II	91	\$6,704
PINE ST	MAIN ST	FIRE STATION	Slurry Seal - Type II	94	\$2,067
POPE ST	BEGIN BRIDGE	SILVERADO TRAIL	Slurry Seal - Type II	88	\$4,814
ADAMS ST	ALLYN AV	STOCKTON ST	Slurry Seal - Type II	79	\$10,398
ADAMS ST	HUDSON AV	ALLYN AV	Slurry Seal - Type II	82	\$6,378

ROAD NAME	BEGINNING LOCATION	END LOCATION	DESCRIPTION OF WORK	PCI CURRENT	PROJECT COST
BIRCH ST	VALLEYVIEW ST	NORTH CRANE AV	Slurry Seal - Type II	79	\$10,782
FULTON LN	25 MPH SIGN	END (E)/CITY LIMITS	Slurry Seal - Type II	90	\$7,734
HARVEST LN	STARR AV	END (W)	Slurry Seal - Type II	80	\$3,042
HUDSON AV	SPRING ST	BIRCH ST	Slurry Seal - Type II	87	\$15,422
LIBRARY LN	ADAMS ST	END (N)	Slurry Seal - Type II	76	\$7,130
SPRING MOUNTAIN CT	SPRING MOUNTAIN RD	END (S)	Slurry Seal - Type II	81	\$9,677
TAINTER ST	ALLYN AV	STOCKTON ST	Slurry Seal - Type II	92	\$9,324
TAINTER ST	STOCKTON ST	KEARNEY ST	Slurry Seal - Type II	86	\$8,625
TAINTER ST	KEARNEY ST	OAK AV	Slurry Seal - Type II	81	\$4,739
HWY 29/MAIN STREET	MITCHELL DRIVE	BRITTON WY/PINE ST	Downtown sidewalk Construction (Grant Match)	N/A	\$100,000
Total Estimated Project Cost in 2020/21					\$1,179,032
YEAR 2021/22					
HILLVIEW PL	STOCKTON ST	SPRING MOUNTAIN RD	2.5" AC OL w/Fabric, curb ramps, and striping	19	\$70,809
MCCORKLE AV	ALLISON AV	MARIPOSA LN	2.5" AC OL w/Fabric, curb ramps, and striping	13	\$48,887
MCCORKLE AV	MARIPOSA LN	END (E)	2.5" AC OL w/Fabric, curb ramps, and striping	13	\$144,503
MITCHELL DR	NORTH CRANE AV	VOORHEES CIR	2.5" AC OL w/Fabric, curb ramps, and striping	27	\$57,041
MITCHELL DR	VOORHEES CIR (W)	VOORHEES CIR (E)	2.5" AC OL w/Fabric, curb ramps, and striping	32	\$111,230
MITCHELL DR	VOORHEES CIR (E)	ST JAMES DR	2.5" AC OL w/Fabric, curb ramps, and striping	42	\$89,222
MITCHELL DR	ST JAMES DR	OAK AV	2.5" AC OL w/Fabric, curb ramps, and striping	18	\$115,655
PINE ST	HUDSON AV	ALLYN AV	2.5" AC OL w/Fabric, curb ramps, and striping	13	\$131,981
STOCKTON ST	PINE ST	ADAMS ST	Microsurfacing, curb ramps, and striping	75	\$10,473
STOCKTON ST	ADAMS ST	TAINTER ST	Microsurfacing, curb ramps, and striping	72	\$10,178
STOCKTON ST	TAINTER ST	BCR @ SPRING ST	Microsurfacing, curb ramps, and striping	72	\$9,335
PINE ST	STOCKTON ST	END (E)	Slurry Seal - Type II	95	\$6,296
STOCKTON ST	MADRONA ST	PINE ST	Slurry Seal - Type II	78	\$4,137
ADAMS ST	COP @ LIBRARY LN	COP BEFORE RAILROAD A	Slurry Seal - Type II	95	\$5,022
YEAR 2022/23				Total Estimated Project Cost in 2021/22	
					\$814,764
ADAMS ST	COP BEFORE RAILROAD AV	60' E/O MAIN ST	2.5" AC OL w/Fabric, curb ramps, and striping	59	\$78,141
CHABUS CIR	PINOT WAY	500' NE/O PINOT WAY (E)	2.5" AC OL w/Fabric, curb ramps, and striping	36	\$111,426
PINE ST	ALLYN AV	END (E)	2.5" AC OL w/Fabric, curb ramps, and striping	27	\$106,970
PINOT WY	SYLVANER AV	CHABUS CIR	2.5" AC OL w/Fabric, curb ramps, and striping	28	\$64,628

ROAD NAME	BEGINNING LOCATION	END LOCATION	DESCRIPTION OF WORK	PCI CURRENT	PROJECT COST
PINOT WY	CHABUS CIR	CHAROONNAY WY	2.5" AC OL w/fabric, curb ramps, and striping	10	\$82,455
PINOT WY	CHAROONNAY WY	END (E)	2.5" AC OL w/fabric, curb ramps, and striping	32	\$128,441
RIESLING WY	SYLVANER AV	MADRONA ST	2.5" AC OL w/fabric, curb ramps, and striping	32	\$117,437
SCOTT ST	HILLVIEW PL	END (N)	2.5" AC OL w/fabric, curb ramps, and striping	22	\$113,453
SCOTT ST	MADRONA ST	HILLVIEW PL	2.5" AC OL w/fabric, curb ramps, and striping	16	\$116,694
STARR AV	HARVEST LN	POPE ST	2.5" AC OL w/fabric, curb ramps, and striping	62	\$128,987
ADAMS ST	KEARNEY ST	OAK AV	2" AC OL, curb ramps, and striping	73	\$75,035
ADAMS ST	COP @ BUSINESS CENTER DWY	COP @ LIBRARY LN	Slurry Seal - Type II	96	\$4,790
ADAMS ST	END (E)	COP @ BUSINESS CENTER	Slurry Seal - Type II	96	\$4,470
DAHLIA ST	MAGNOLIA AVE	EL BONITA AV (N)	Slurry Seal - Type II	96	\$2,985
MAGNOLIA AVE	ROSEBUD LN	E END	Slurry Seal - Type II	95	\$2,031
MAGNOLIA AVE	ROSEBUD LN	DAHLIA ST	Slurry Seal - Type II	95	\$6,054
MILLS LN	MAILBOX 458 (COP)	END (E)	Slurry Seal - Type II	96	\$7,068
OLIVE AV	HUDSON ST	VALLEYVIEW ST	Slurry Seal - Type II	96	\$8,949
ROSEBUD LN	EL BONITA AV	SULPHER SPRINGS	Slurry Seal - Type II	96	\$8,675
Total Estimated Project Cost in 2021/22					\$1,168,385

TOTAL ESTIMATED 5-YEAR CIP **\$6,077,727**



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Public Hearing

Subject: First Reading and Introduction of an Ordinance Amending St. Helena Municipal Code ("SHMC") Section 17.08.060 to Provide for the Review of Water Usage Data of Recipients of Land Use Entitlements, To Verify Compliance With (1) Representations During Project Review, and (2) Conditions of Project Approval.

CEQA Determination: Not a CEQA project

Prepared By: Thomas B. Brown, City Attorney

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

DISCUSSION

On March 5, 2019, the Planning Commission considered a draft ordinance, referred to the Commission by the City Council, to amend St. Helena Municipal Code section 17.08.060. The March 5, 2019 staff report explaining the background and policy issues is **Attachment 1**.

By way of a very brief summary, the Council's referral to the Commission was part of a broader effort by the Council to authorize the Council to form a Council subcommittee to review the water usage data of the City's water customers, including the water usage data of recipients of land use entitlements, to verify those recipients' compliance with (1) representations made by applicants during the project review process, and (2) conditions of project approval relating to water use and conservation. Revisions to the Zoning Ordinance generally require a public hearing before, and recommendation by the Planning Commission.

At the conclusion of the presentation from staff and public hearing at the March 5 hearing, the Commission voted to recommend the approval of the draft ordinance, with

revisions initially suggested by Commission Chair Hardy. The revised draft ordinance ("Revised Ordinance") recommended by the Planning Commission is **Attachment 2**. The Commission's resolution is **Attachment 3**.

FISCAL IMPACT

Unknown fiscal impact fees could occur if mistakes in utility billings or payments are discovered a part of the Council review.

RECOMMENDED ACTION

Introduce and approve the first reading of the ordinance amending Section 17.08.060 of the St. Helena Municipal Code ("SHMC") by title only and waive further reading.

ATTACHMENTS

[Attachment 1 March 5, 2019 Planning Commission Staff Report](#)

[Attachment 2 Attachment 4 City of St. Helena-Ordinance Amending Municipal Code Section 17.08.060 4831-6094-0678 v.1 \(1\)](#)

[Attachment 3 PC Resolution 2019-004 AMENDMENT OF SHMC Section 17.08.060 \(final\)](#)

[Attachment 4 17.08.060 Amendment_Comments_LesterHardy](#)



PLANNING COMMISSION REPORT

Planning Commission Meeting of March 5, 2019

AGENDA SECTION: Public Hearing

FILE NUMBER: N/A

SUBJECT: Consideration and recommendation of an Ordinance amending St. Helena Municipal Code Section 17.08.060 to authorize City Council Subcommittee review of water usage data to verify that recipients of discretionary land use permits and approvals comply with water-related representations made during project review and with water-related conditions of project approval.

PREPARED BY: Thomas B. Brown, City Attorney

REVIEWED BY: Noah Housh, Planning & Community Improvement Director

APPROVED BY: Noah Housh, Planning & Community Improvement Director

APPLICATION FILED:

LOCATION OF PROPERTY: Citywide

BACKGROUND

At its February 12, 2019 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 water customers' usage data, and compliance with water use agreements and conditions imposed on or representations made during the land use project approval/entitlement process. The February 12, 2019 staff report explaining the background and policy issues is **Attachment 1**.

At the conclusion of the presentation from staff, the Council voted unanimously (Council member Chouteau recused herself) to adopt the following three staff recommendations:

1. Approve the first reading of an Ordinance adding Sections 13.04.215 and 13.12.120 to the St. Helena Municipal Code ("SHMC").
2. Refer to the Planning Commission for its review of, and recommendation on an Ordinance amending Section 17.08.060.
3. Approve a resolution designating a City Council subcommittee to review otherwise confidential water customer water usage data.

PROJECT DESCRIPTION

These actions will, collectively, authorize the Council to form a Council subcommittee to review the water usage data of the City's water customers, including the water usage data of recipients of land use entitlements to verify those recipients' compliance with/satisfaction of representations during the project review process and conditions of project approval relating to water use and conservation. To accomplish that policy goal, the Council has referred the attached ordinance amending the Zoning Ordinance, SHMC Section 17.08.060, (**Attachment 2**) to the Planning Commission for its review and recommendation, as required by State law and the City's Municipal Code for any Zoning Ordinance amendment.

ANALYSIS

CEQA

The proposed changes are exempt from the requirements of CEQA, under Section 15061(b)(3) the "general rule" 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. Furthermore, the proposed modifications are consistent with the environmental impact analysis of the 1993 General Plan and Zoning Code.

Ordinance Process

In keeping with the requirements of S.H.M.C. Chapter 17.12.100, after review and comment by the Planning Commission, the draft Ordinance and proposed changes will be brought before the City Council for further review and action. In considering the proposed changes, both the Planning Commission and the City Council shall look for consistency of the proposed amendments with the goals, programs and policies of the General Plan, as well as other existing City policies.

ISSUES

Staff has not identified any additional issues related to this item that require further discussion in this report.

CORRESPONDENCE

As of the time of Agenda publication, no correspondence related to this item had been received by staff.

STAFF RECOMMENDATION

1. Review the attached Ordinance amending the Zoning Ordinance, SHMC Section 17.08.060, and recommend approval and adoption by the City Council.

ATTACHMENTS

[Agenda Item 10.3 - February 12, 2019 CC](#)

[Attachment 4 City of St. Helena-Ordinance Amending Municipal Code Section 17.08.060 4831-6094-0678 v.1](#)



Report to the City Council
Council Meeting of February 12, 2019

Agenda Section: New Business

Subject: Consideration and proposed approval of (1) First Reading of an Ordinance Adding Sections 13.04.215 and 13.12.120 to the St. Helena Municipal Code ("SHMC"); (2) Refer to the Planning Commission for Its Review and Recommendation on the Ordinance Amending Section 17.08.060; and (3) Approve the Resolution Designating A City Council Subcommittee To Review Otherwise Confidential Water Customer Water Usage Data.

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 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.

Staff presented the initial draft ordinance to the City Council on December 11, 2018 to provide that authority. The Council again received a staff report (**Attachment 2**) and input from the City Manager and City Attorney. The Council voted to introduce the ordinance by First Reading at the December 11, 2018 meeting.

The initial ordinance then was returned to the Council for a Second Reading at the Council's meeting on January 8, 2019. At that meeting, Council members asked that the ordinance be revised to:

- more broadly allow the Council to review water usage data not solely for customers with water use agreements or land use entitlements, but also for the City's larger water users without water use agreements or water-related conditions/representations in land use entitlements; and
- allow for disclosure where the City Council subcommittee recommends, and the Council finds, that a water customer has failed to comply with a water use agreement, condition or representation of land use approval or other city water policy.

The attached revised draft ordinance (**Attachment 3**) attempts to address the requests made by the Council at the January 8, 2019 meeting. The revisions require a new First Reading.

Like the initial ordinance, this revised ordinance is intended as a companion to a second ordinance (**Attachment 4**) that would amend Section 17.08.060 of the City's zoning ordinance to authorize similar review and disclosure for water users for whom water-related conditions are imposed as a condition of land use approvals, and who make water-related promises or representations in the course of seeking land use approvals. That ordinance is again before the City Council tonight for referral to the City's Planning Commission for its review and recommendation of the proposed zoning ordinance amendment.

Finally, once the ordinances have been approved and adopted following two City Council readings, the Council will need to adopt a resolution appointing a City Council subcommittee to review the water usage data. The proposed resolution, which the City Council may approve now and which will become effective only after the ordinance is effective, is attached as **Attachment 5**.

FISCAL IMPACT

There will be no direct fiscal impact to the General Fund related to this report.

RECOMMENDED ACTION

1. Approve the First Reading of the Ordinance Adding Sections 13.04.215 and 13.12.120 to the St. Helena Municipal Code ("SHMC") by title only and waive further reading.
2. Refer to the Planning Commission for its review and recommendation on the Ordinance Amending Section 17.08.060.
3. Approve the Resolution Designating A City Council Subcommittee To Review Otherwise Confidential Water Customer Water Usage Data.

ATTACHMENTS

[Attachment 1 October 23, 2019 Staff Report](#)

[Attachment 2 December 11, 2019 Staff Report](#)

[Attachment 3 City of St. Helena-Ordinance Amending Municipal Code to Add Sections 13.04.215 and 13.12.120 4818-2820-0582 v.1](#)

[Attachment 4 City of St. Helena-Ordinance Amending Municipal Code Section 17.08.060 4831-6094-0678 v.1](#)

[Attachment 5 City of St. Helena-Resolution Re Water Customer Water Usage Data 4833-1744-0646 v.1](#)

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 Council plays a vital role in the stewardship of the City's scarce water resources and in the management of the City's water utility enterprise. The City Council also exercises a legislative function in managing the City's water rate setting process and in setting water rates. In exercising these functions it is vital that the Council have access to information about how the City's water is used, in what amounts, and by what users. Similarly, it is important that the City Council know whether certain water customers comply with the requirements and limits of their water use agreements with the City and with representations and conditions of approval made and imposed in connection with the City's approval of land use entitlements;
- B. 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;
- C. Under the PRA, documents containing water customers' water usage information are confidential;
- D. 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;
- E. Section 6254.16(f) does not authorize the Council to limit the disclosure to Council members;
- F. Section 6254.16(d) allows disclosure "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;"

- G. 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' water usage, and compliance with water use agreements and/or project conditions/representations concerning use of City water and/or water neutrality;
- H. Section 6252.5 of the PRA allows the Council the attendant right to inspect and review otherwise confidential documents containing water customers' water use data for the purpose of carrying out such duty to independently determine how and how much City water is used, and by what users, and to verify customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use; and
- I. 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, except as authorized by the PRA;
- J. Having read and considered the staff reports, 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 purposes of independently determining the amount of water used by the City's water customers, and verifying customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use;
- K. On December 11, 2018, January 9, 2019 and February 12, 2019, the City Council considered this Ordinance at public meetings, and all interested parties were given full opportunity to be heard and to present evidence and arguments about the Ordinance;
- L. On February 12, 2019, the City Council referred the Ordinance proposing the amendment of the City's Zoning Ordinance, SHMC section 17.08.060, to the City's Planning Commission for its review and recommendation as required by law;
- M. 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;
- N. 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;
- O. 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 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

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, except as set forth in Subsection C, shall maintain the confidentiality of the water customers' usage data and information.
- C. Notwithstanding the foregoing, upon the referral from the City Council subcommittee that there has been a violation of or noncompliance with a representation made by and/or condition imposed on a project applicant relating to water usage and/or water neutrality, the City Council may determine that a water customer has used services in a manner inconsistent with applicable local usage policies, and on that basis order disclosure of any water customer's water 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 Council plays a vital role in the stewardship of the City's scarce water resources and in the management of the City's water utility enterprise. The City Council also exercises a legislative function in managing the City's water rate setting process and in setting water rates. In exercising these functions it is vital that the Council have access to information about how the City's water is used, in what amounts, and by what users. Similarly, it is important that the City Council know whether certain water customers comply with the requirements and limits of their water use agreements with the City and with representations and conditions of approval made and imposed in connection with the City's approval of land use entitlements;
- B. 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;
- C. Under the PRA, documents containing water customers' water usage information are confidential;
- D. 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;
- E. Section 6254.16(f) does not authorize the Council to limit the disclosure to Council members;
- F. Section 6254.16(d) allows disclosure "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;"
- G. 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' water usage, and compliance with water use agreements and/or project conditions/representations concerning use of City water and/or water neutrality;

- H. Section 6252.5 of the PRA allows the Council the attendant right to inspect and review otherwise confidential documents containing water customers' water use data for the purpose of carrying out such duty to independently determine how and how much City water is used, and by what users, and to verify customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use; and
- I. 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, except as authorized by the PRA;
- J. Having read and considered the staff reports, 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 purposes of independently determining the amount of water used by the City's water customers, and verifying customers' compliance with water use agreements or project conditions/representations concerning water neutrality and/or water use;
- K. On December 11, 2018, January 9, 2019 and February 12, 2019, the City Council considered this Ordinance at public meetings, and all interested parties were given full opportunity to be heard and to present evidence and arguments about the Ordinance;
- L. On February 12, 2019, the City Council referred the Ordinance proposing the amendment of the City's Zoning Ordinance, SHMC section 17.08.060, to the City's Planning Commission for its review and recommendation as required by law;
- M. The City's Planning Commission reviewed the amendments proposed by this Ordinance at a duly noticed public hearing on March 5, 2019. 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;
- N. On April 23, 2019, 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;
- O. 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 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

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, except as set forth in Subsection C, shall maintain the confidentiality of the water customers' usage data and information.
- C. Notwithstanding the foregoing, upon the referral from the City Council subcommittee that there has been a violation of or noncompliance with a representation made by and/or condition imposed on a project applicant relating to water usage and/or water neutrality, the City Council may determine that a water customer has used services in a manner inconsistent with applicable local usage policies, and on that basis order disclosure of any water customer's water usage data and information.

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO. PC2019-004

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA
RECOMMENDING TO THE CITY COUNCIL ADOPTION OF THE ATTACHED
ORDINANCE (ATTACHMENT 1) AMENDING ST. HELENA MUNICIPAL CODE
(S.H.M.C.) SECTION 17.08.060.**

Recitals

A. City of St. Helena Municipal Code (S.H.M.C.) Section 17.08.060 provides the general authority for the Planning Commission and City Council to consider, approve, deny or conditionally approve land use projects, and specifies a variety of examples of conditions the City might impose, including: dedication of land; installation of specific improvements; size, design and placement of buildings or structures; landscaping; and limitations on use and/or hours of operation; and

B. At its February 12, 2019 City Council meeting, the City 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 water customers' usage data, and compliance with water use agreements and conditions imposed on or representations made during the land use project approval/entitlement process; and

C. At the conclusion of the presentation from staff, and after Council deliberations, the Council voted unanimously (Council member Chouteau recused herself) to refer to the Planning Commission for its review of, and recommendation on, a draft Ordinance amending Section 17.08.060. In so doing, the City Council adopted findings explaining the importance and scarcity of the City's water resources, the Council's vital role as a steward of that scarce resource, and the attendant need for the Council to be able to access water customers' usage data under appropriate circumstances; and

D. The draft ordinance referred to the Planning Commission by the City Council, together with a companion ordinance and resolution adopted by the Council, would: (1) include among the list of the examples of conditions the City is authorized to impose on projects, conditions relating to conservation of water, and verification of representations made by and conditions imposed on project applicants; and (2) authorize the Council to form a Council subcommittee to review the water usage data of the City's water customers, including the water usage data of recipients of land use entitlements to verify those recipients' compliance with/satisfaction of representations during the project review process and conditions of project approval relating to water use and conservation; and

E. The Planning Commission held a duly noticed Public Hearing to review the proposed text amendments in the draft ordinance on March 5, 2019, at which time

all interested parties had the opportunity to be heard. After considering the draft, the input from the public, and the suggested revisions to the draft presented by Commission Chair Hardy, the Commission determined to recommend to the City Council the adoption of the draft ordinance as revised by Chair Hardy's suggested revisions (the "Revised Ordinance," Attachment 1); and

F. The Planning Commission finds that the Revised Ordinance is consistent with the goals and objectives of the General Plan, as identified in the staff report and at the meeting of the Commission; and

G. The Revised Ordinance is consistent with public necessity, convenience, general welfare, and good zoning practice; and

Resolution

Now, therefore let it be resolved that, the Planning Commission finds that the action to recommend the adoption of the Revised Ordinance to amend St. Helena Municipal Code Section 17.08.060 is exempt from the requirements of CEQA (Public Resources Code Section 21000, et seq.) pursuant to CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Revised Ordinance may have a significant effect on the environment, and therefore, the activity is not subject to CEQA.

Now, therefore be it further resolved that the Planning Commission recommends that the City Council adopt the Revised Ordinance, Attachment 1 hereto, amending St. Helena Municipal Code (S.H.M.C.) Section 17.08.060.

I HEREBY CERTIFY that the foregoing recommendation to the City Council was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on April 2, 2019, by the following roll call vote:

AYES: Commissioners Ponte, Hale, Anderson, Monnette and Hardy

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

ATTEST:

Lester Hardy
Chair, Planning Commission

Noah Housh,
Planning and Community
Improvement Director

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 conditional use 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 information provided in the application and water neutrality study, as well as any related representations made by the applicant, and the applicant's history of compliance with conditions previously 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 to take those actions it deems necessary and appropriate to verify (a) past compliance with existing conditions of approval, (b) and to ensure future compliance with existing and new conditions of approval, imposed on and (c) information provided in the application materials, including any water neutrality study, as well as any related 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, except as set forth in Subsection C, shall maintain the confidentiality of the water customers' usage data and information.

C. Notwithstanding the foregoing, upon the determination by the referral from City Council subcommittee and referral to the City Council of that determination, that there has been a violation of a or noncompliance with a representation made by and/or condition of approval imposed on a project applicant relating to water usage and/or water neutrality, or a misstatement of material fact or false representation in the application materials, including any water neutrality study, as well as any related representations, -the City Council may, after its own review of the subcommittee's report, determine that a water customer has used services in a manner inconsistent with applicable local usage policies, and on that basis order disclosure of any water customer's water usage data and information.



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Old Business

Subject: **St. Helena Chamber of Commerce Annual Report and FY 2019-20 Budget**

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

On July 14, 2015, the City of St. Helena entered into a \$210,000 annual agreement with the St. Helena Chamber of Commerce for marketing and promotional services. This agreement was extended last year by an amendment through June 30, 2019.

DISCUSSION

Pursuant to Section 5 of the Agreement, the Chamber is required to provide an annual written report by May 31.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file, and provide direction regarding preparation of an amendment to the City's agreement with the St. Helena Chamber of Commerce for Fiscal Year 2019-20.



ST. HELENA

NAPA VALLEY'S MAIN STREET



Marketing Report 2018-2019

Destination Marketing St. Helena

Strategic Priority

Market St. Helena as the best of California's Wine Country. Generate revenue for our area business with low impact for the community, in alignment with the mission and vision of the City of St. Helena.

Goals

- *More visitors staying longer - Heads to Beds*
 - *Visitor Spending Up*
- *Incentives to Come and Visit*

Objectives

- *Position St. Helena as a world class destination*
- *Educate consumers as to why St. Helena is a must travel destination*
 - *Increase Technology Communication*
 - *Focus on Lifestyle, Passion & Experience*

Welcome Center



- Over 13,000 visitors served
- Open 356 Days a year
- Open 7 days a week | Year-round
- Public Restrooms now available
- More than 11,000 VNV & SH Maps dispersed
- Over 900 visitor emails and phone calls
- More than 180 lodging and activity booking.
- 4 Volunteers
- Retail offered as of November 2018

Marketing Report 2018-2019

ST. HELENA
CHAMBER OF COMMERCE

Digital Video Marketing

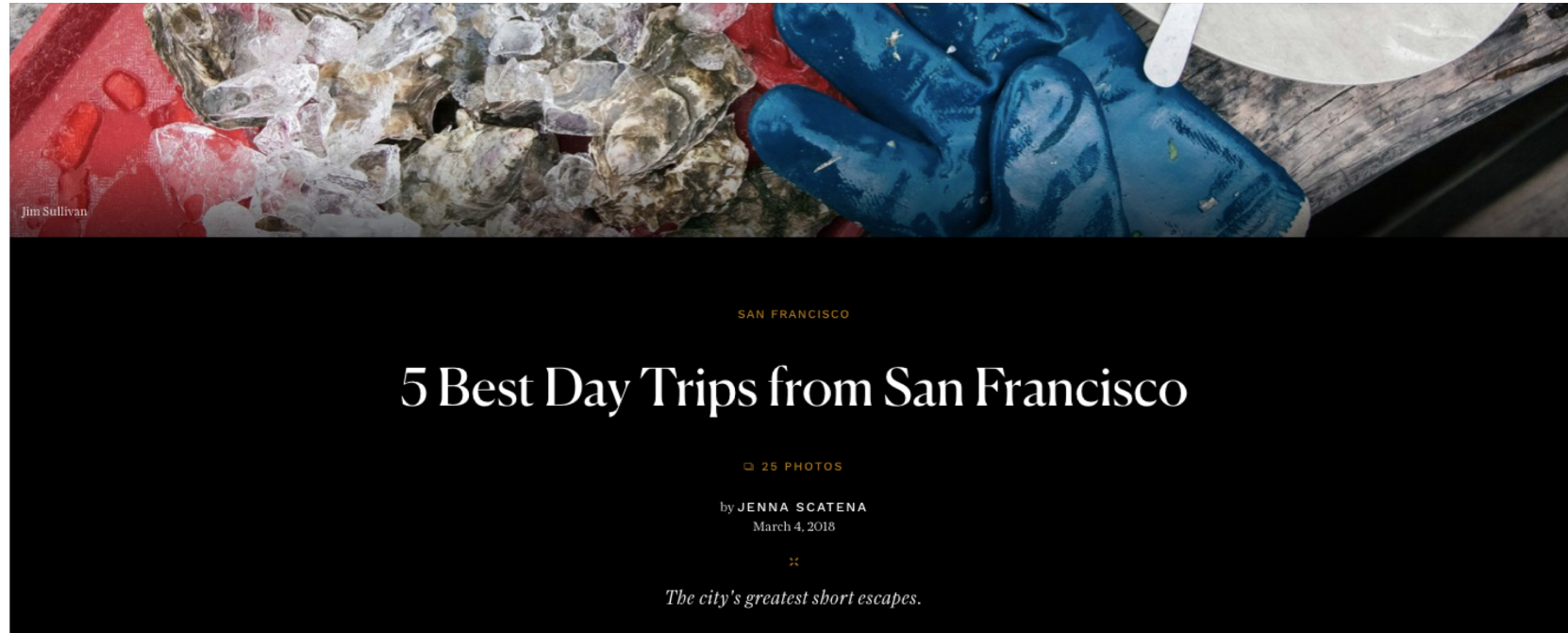


16 videos created to highlight and promote the beauty of St. Helena through destination marketing platforms.

Marketing Report 2018-2019

ST. HELENA
CHAMBER OF COMMERCE
—  —

Media Coverage



First Feature • Las Alcobas • The Charter Oak • St. Helena Cyclery • HALL Wines

Marketing Report 2018-2019

ST. HELENA
CHAMBER OF COMMERCE

Media Coverage

sonoma
magazine

THINGS TO DO IN SONOMA BITECLUB EAT + DRINK TRIP IDEAS SHOP TOWNS PLAY PETALUMA

TRIP IDEAS, WHAT'S NEW IN SONOMA COUNTY

Best Napa Wineries for First-Time Visitors

by SARAH STIERCH



Marketing Report 2018-2019

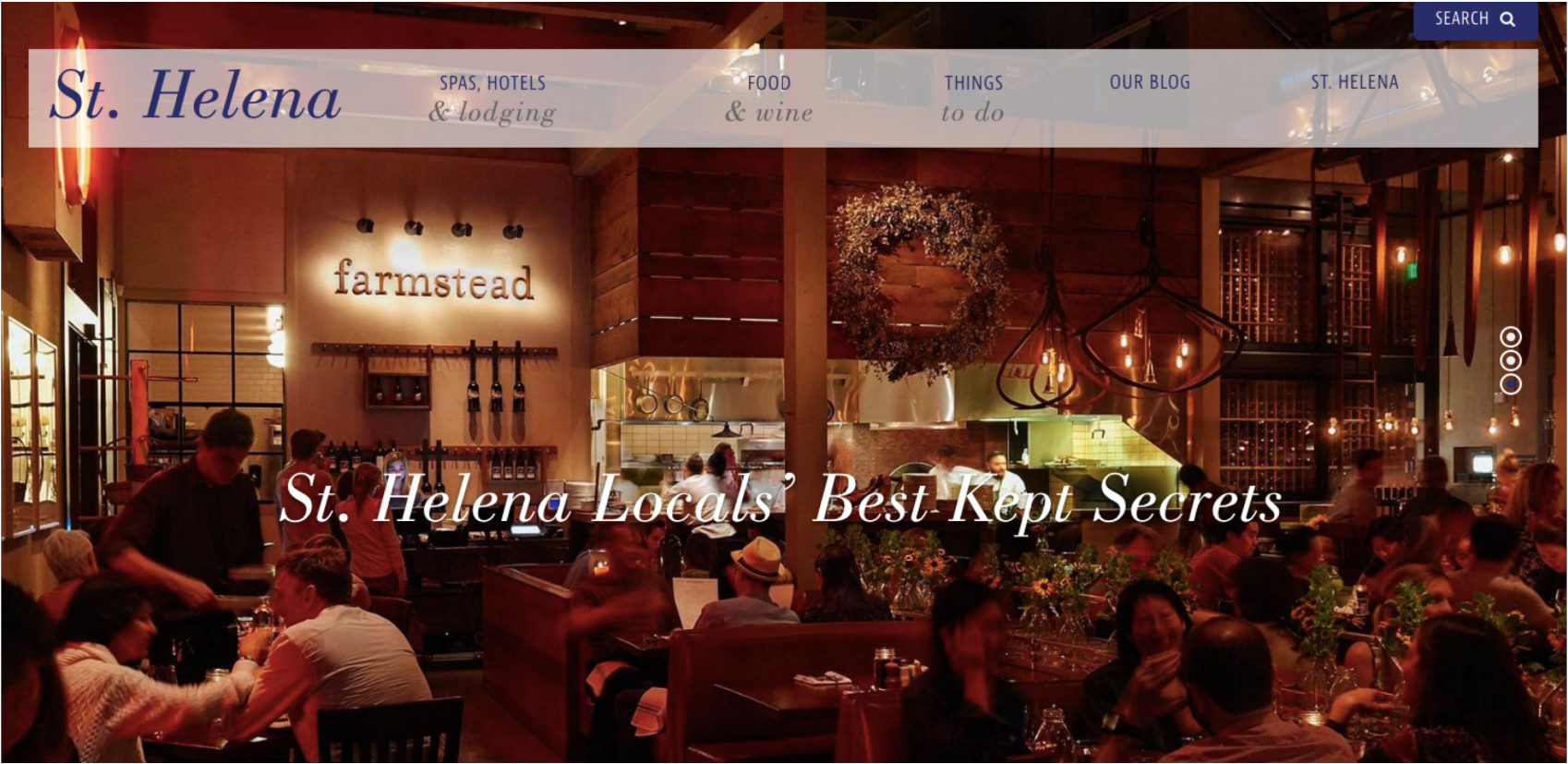
ST. HELENA
CHAMBER OF COMMERCE

Media Coverage

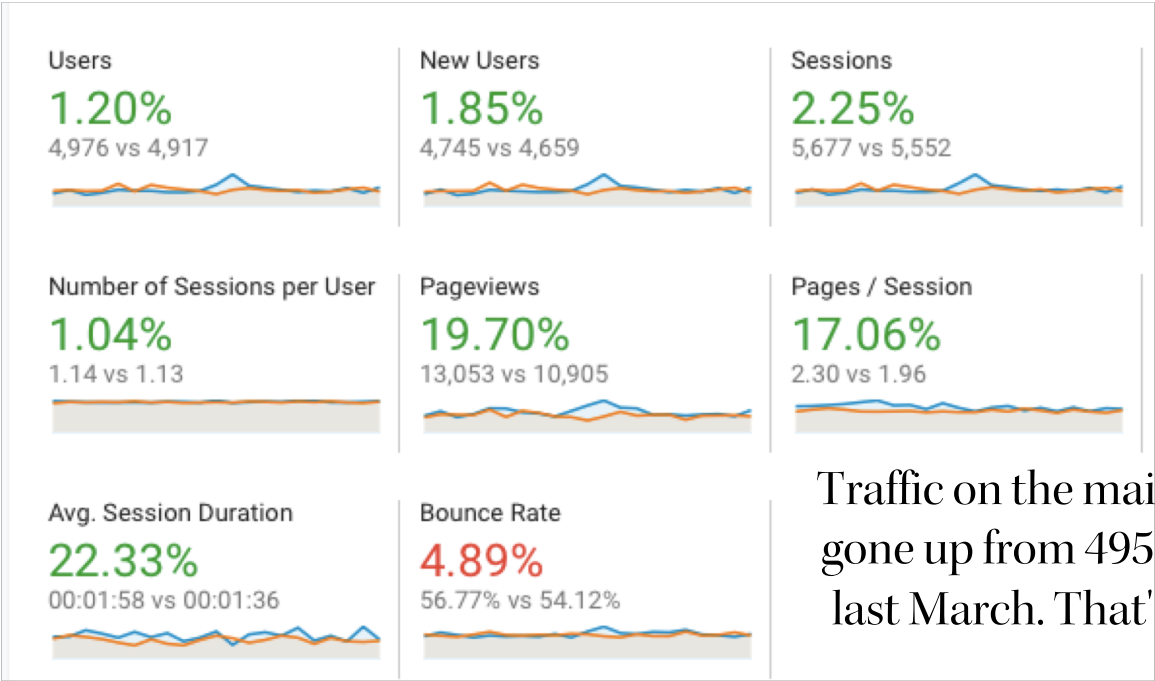


Marketing Report 2018-2019

ST. HELENA
CHAMBER OF COMMERCE



StHelena.com



Traffic on the main hotel listings page has gone up from 495 page views to 961 since last March. That's a 94 percent increase.

Monthly Page Views: 16,826

Monthly(Visits): 7,893

Social Media Coverage

Overall Social Media Presence For Twitter, Pinterest, Instagram and Facebook **is up 51%.**

Overall Social Media Engagement or Twitter, Pinterest, Instagram and Facebook **is up 85%.**

<u>Facebook</u>	<u>Facebook</u>	<u>Instagram</u>	<u>Instagram</u>
Fan Growth	Reach Growth	Followers Growth	Reach Growth
2017 - 5,967	February 2017 - 16,129	March 2018 - 7,005	March 2018 - 17, 195
2018 - 8,838	February 2018 - 19,168	March 2019 - Over 13,000	March 2019 - 91,196
2019 -11,064	February 2019 - 34,070		

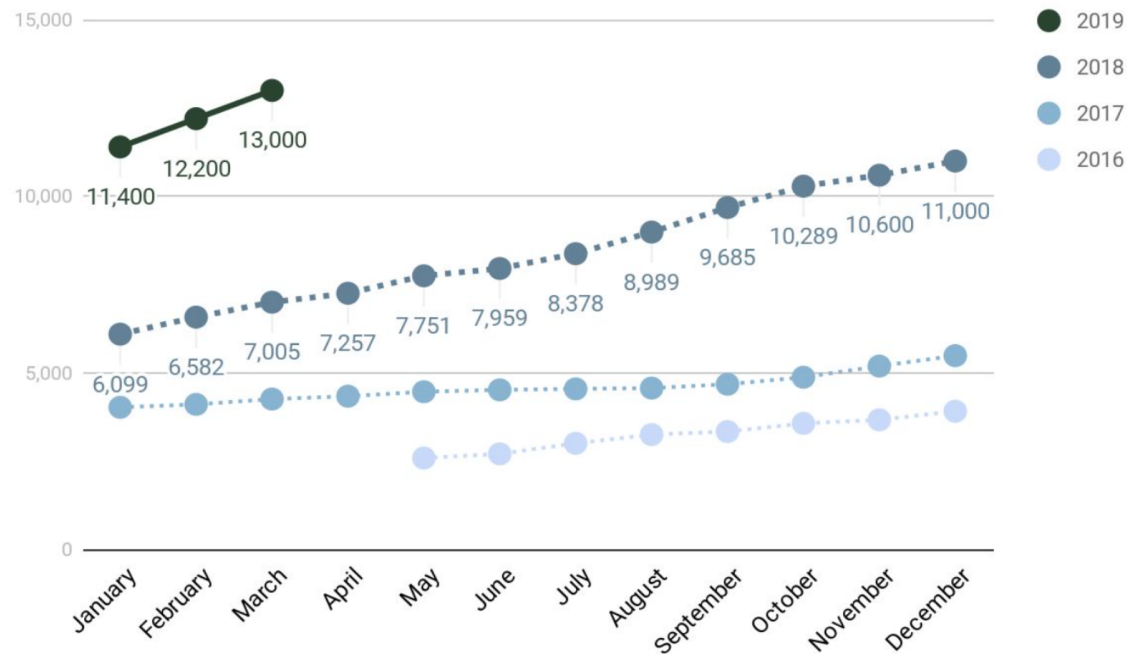
In 2019, we averaged just under 4K likes per month compared to around 500 per month in 2018.



Social Media Coverage

Instagram: Followers

3/2019 • St Helena Chamber of Commerce: Social Media Report



Followers	2019	2018	2017	2016
January	11,400	6,099	4,028	
February	12,200	6,582	4,111	
March	13,000	7,005	4,261	
April		7,257	4,343	
May		7,751	4,469	2,592
June		7,959	4,523	2,710
July		8,378	4,550	3,009
August		8,989	4,572	3,256
September		9,685	4,682	3,342
October		10,289	4,879	3,573
November		10,600	5,195	3,673
December		11,000	5,491	3,917

Marketing Report 2018-2019

ST. HELENA
CHAMBER OF COMMERCE



St. Helena Jingle All the Way

Display Ads

- 1,379,717 impressions
- 4,098 clicks
- .30% CTR (Good)
- .85 CPC
- \$2.55 CPM (Very good)
- \$3,519.11 Media spend

Facebook Ads

- 86,615 impressions
- 1,299 Link Clicks
- 2.58 CTR (Very Good)
- .754 CPC
- \$11.32 CPM
- 33,814 Reach
- \$980.89 media spend

Community Events

- Sip & Swirls Saturdays
- SH Jingle All the Way
- Neighborhood Table
- CELEBRATE St. Helena
- Summer Concert Series
- Sidewalk Sale
- Earth Day



Marketing Report 2018-2019

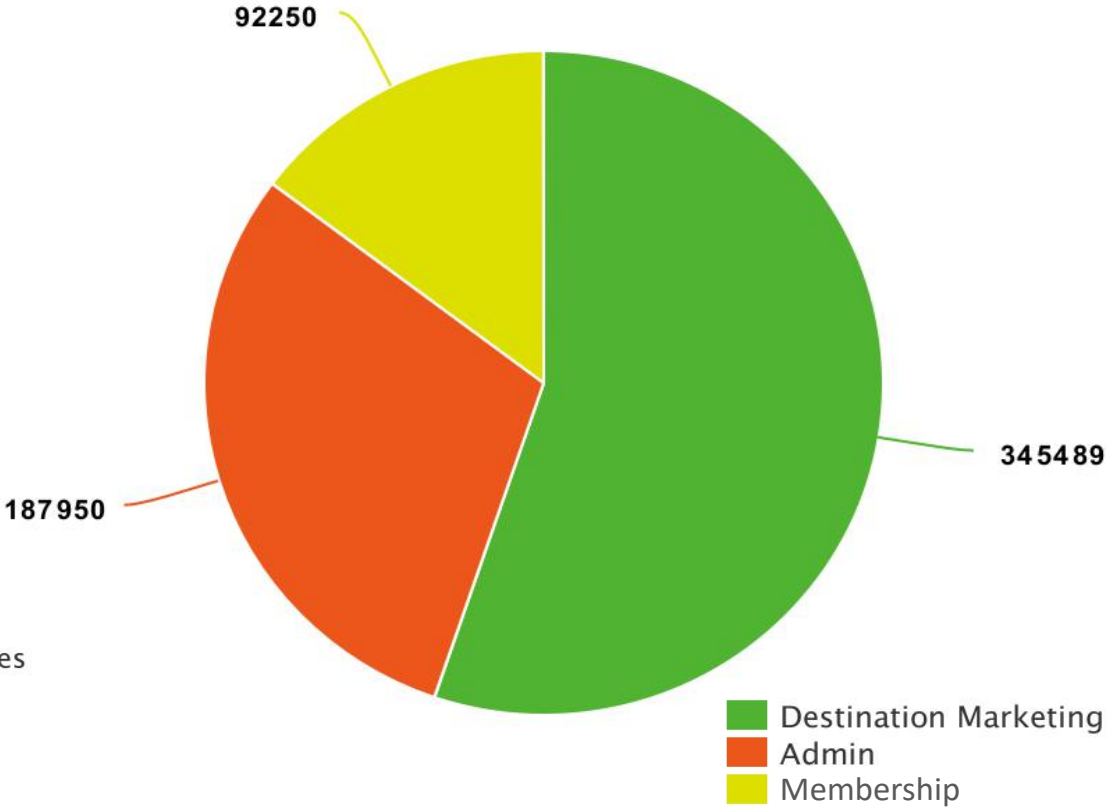
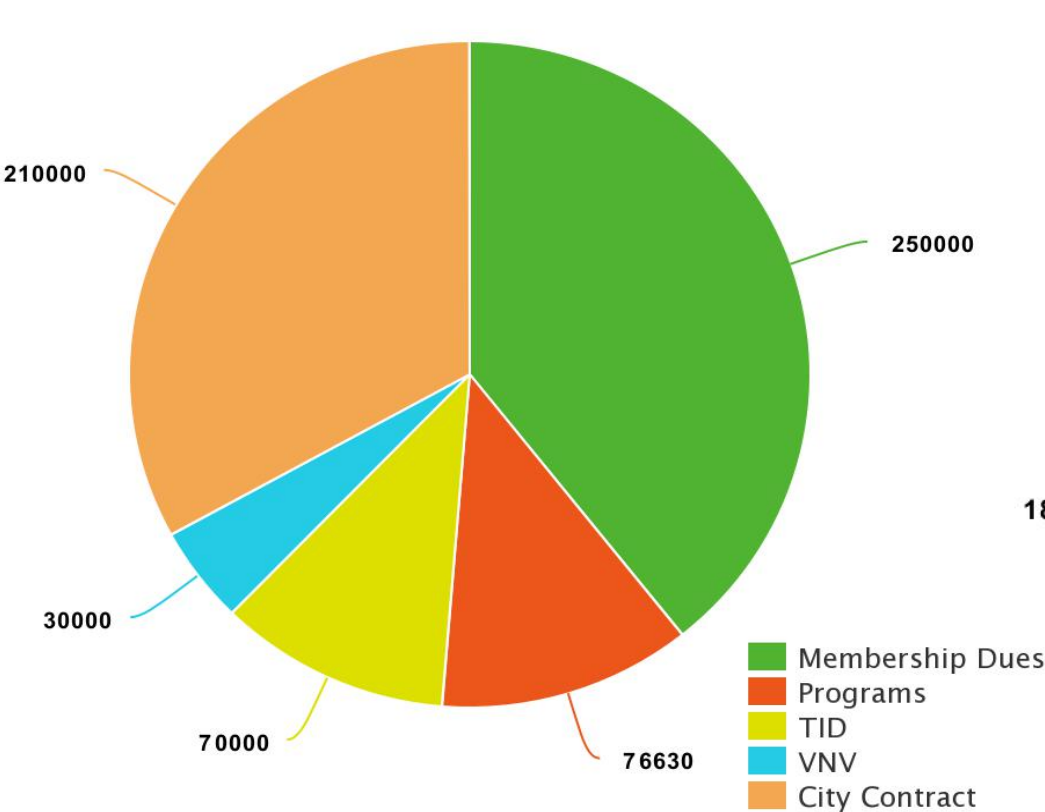
ST. HELENA
CHAMBER OF COMMERCE

Little Book of Big Experiences



- Sold more than 650 LBE books
- 14 Bloggers
- With a social media reach of over 2.7 million views
- Tourist Company Partnerships
- Digital Ads/Public Relations
- Blogger Advertising
- Social Media Advertising

Chamber Budget 2018-2019



Marketing Report 2018-2019

Destination Marketing Budget 2018-2019

Revenue	
City of St. Helena	\$210,000
STHTID	\$70,000
Visit Napa Valley	\$30,000
Chamber	\$42,330
Total	\$352,330

Expenses	
Brand Positioning & Digital Advertising	\$19,000
Website	\$24,000
LBE Campaign	\$43,400
Social Media	\$9,000
PR & Media	\$3,000
Welcome Center	\$62,939
Administration	\$160,650
Community Events	\$61,975
Total	\$360,991

Community Events 2018-2019

Community Events	Budget
Holidays	\$25,000 & \$20,113
Celebrate St. Helena	\$9,112
Summer Concert Series	\$6,750
Neighborhood Table	\$400
Sip & Swirl	\$200
Sidewalk Sale	\$200
Earth Day	\$200
Total	\$61,975

ST. HELENA
NAPA VALLEY'S MAIN STREET

Marketing Report 2018-2019



St. Helena Teen Programs Dashboard

March 2019

HIGHLIGHTS

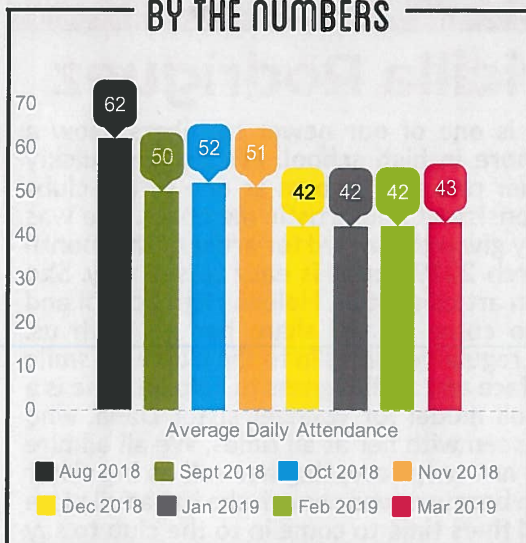


During Spring Break, we brought 27 Teens from Calistoga and St Helena High Schools to The Oregon Extension, just outside of Ashland. Teens participated in a number of exercises that focused on self reflection, gratitude, as well as conversations around their life goals. They had time to hike, fish, mountain bike and hang out in Ashland. Both clubs connected so well which made the trip truly special, and something we all look forward to repeating in the future!



On Friday March 22nd we joined Calistoga for their teen takeover night. The St. Helena teens had a chance to see Calistoga's new clubhouse and interact with new teens. They had cooked dinner, played basketball and spent time in the STEM lab. The teens were shy at first but definitely opened up as the night went on. We all had a great time and look forward to continuing to collaborate with Calistoga moving forward.

BY THE NUMBERS



Membership

Middle School
160 Members

High School
50 Members

Average Daily Attendance

The daily average attendance for the month of March was 43. Our highest attendance was 80 and the lowest was 31.

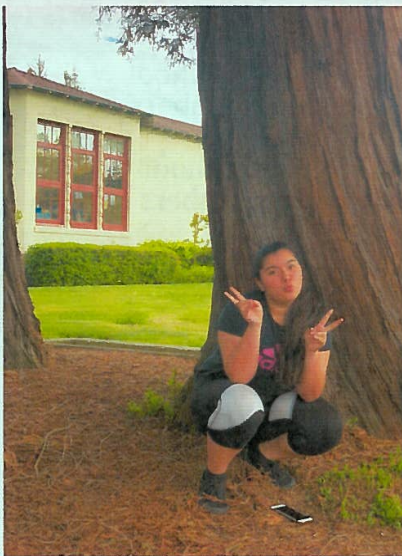


Youth of the Month

March 2019

Pricilla Rodriguez

Pricilla is one of our newer members. Now a sophomore in high school, Pricilla has quickly made her presence known as one of the club's most consistent and artistic members. She was recently given the award for artist of the month for March 2019 and it is easy to see why. She takes an art class at St. Helena High School and loves to come in and share her art with us. Pricilla regularly comes in to the club with a smile on her face and a willingness to help out. She is a great role model for younger sister Dana, who can be seen with her at all times. We all admire her for not only accepting her role as big sister but also because even though she has a full plate she still finds time to come in to the club to say hi and hangout. We are excited to see what the future holds for her.





2nd Annual Teen Center Retreat

Sunday March 31
- Friday April 5

bgcshc.org



WHO:

9th-12th grade Club members from the Calistoga and St. Helena Teen Centers and staff. The trip is a way of doing something special for older teens attending our programs, youths of the month, and members who are willing to try new things.

WHAT:

A teen retreat during Spring Break to spend time with friends and staff for fun, games, and quality time in a beautiful piece of wilderness.!



Teens will have the opportunity to take a break from their normal routine and enjoy five days away from home.

Throughout the retreat Club staff will offer programs that will include large group games, small group discussions led by staff, personal reflection, and plenty of free time. Some activities offered during free time will include hikes, creative projects, capture the flag, cooking meals, canoeing, learning survival and wilderness skills, meditation, volleyball, and a day trip into the small city of Ashland, Oregon.

Meals and transportation will be provided, though teens may chose to bring some spending money for a day trip into Ashland.

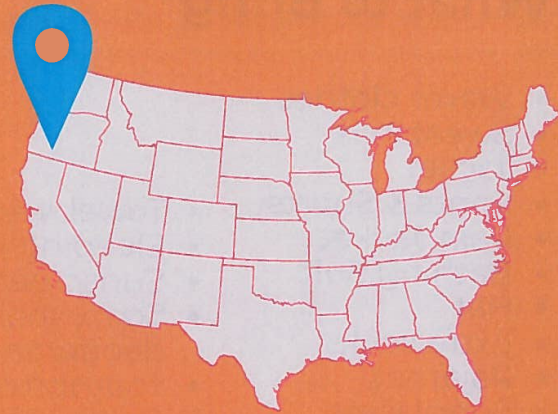
We want to create the opportunity for this retreat to be impactful for our members and are taking great care in planning this trip. To help make sure that our teens get the most out of this retreat, members are encouraged to share their needs and suggestions with their Teen Center staff.

We are still deciding some of the details for meals and activities, and appreciate any input or concerns you might have.



WHERE:

The cabins are part of a former logging town in the Oregon Cascades, 30 minutes East of Ashland. The destination serves as a study site for college students and a retreat space during breaks and summer. The space includes many trails, a large pond, library, game room, and kitchen.



15097 Hwy 66
Ashland, OR 97520



WHEN:

Members will meet at their Teen Center location to leave the morning of Sunday, March 31 and return in the afternoon of Friday, April 5

WHY:

Why not?!?! This is a completely free trip and a unique and memorable way to spend Spring Break!

Retreats are also a way to spend time in a new and beautiful setting, to try new things, and to enjoy the chance for some self-reflection and self-care.



What to Bring*

- Warm clothes
- Sweatshirt
- Jacket
- Pants & Shorts
- Rain Jacket
- Bathing Suit
- Hat
- Extra socks
- Pajamas
- Sunglasses
- Flashlight
- Water bottle
- Close-Toed Shoes
(anything that works
for walking and hiking)
- Towel, washcloth
- Sleeping bag/blanket
- Sunscreen
- Soap, shampoo,
deodorant, lotion
- Toothbrush, toothpaste
- Open-mindedness



* If members need any help getting these items,
Club staff can help if notified in advance.

Contact Information

Club Staff Attending Trip:

● Julian Frayre
St. Helena Teen Director
707.337.5092
Julian@BGCSHC.org

● Nick Haley
Director of Program Services
707.280.1257
Nick@BGCSHC.org

● Anton Parisi
Calistoga Teen Director
707.315.9346
Anton@BGCSHC.org

● Trent Yaconelli
Executive Director
707.484.9668
Trent@BGCHSC.org

Oregon Extension

● 1-800-801-OREX
inquiries@oregonextension.org

**To reach the Boys & Girls Club of St. Helena and
Calistoga directly, please call or email Greg Bouillercé :**

● 707.963.8944
Greg@BGCSHC.org

01

THE CLUB

TEEN CENTER 















Agenda Item #10.2.





























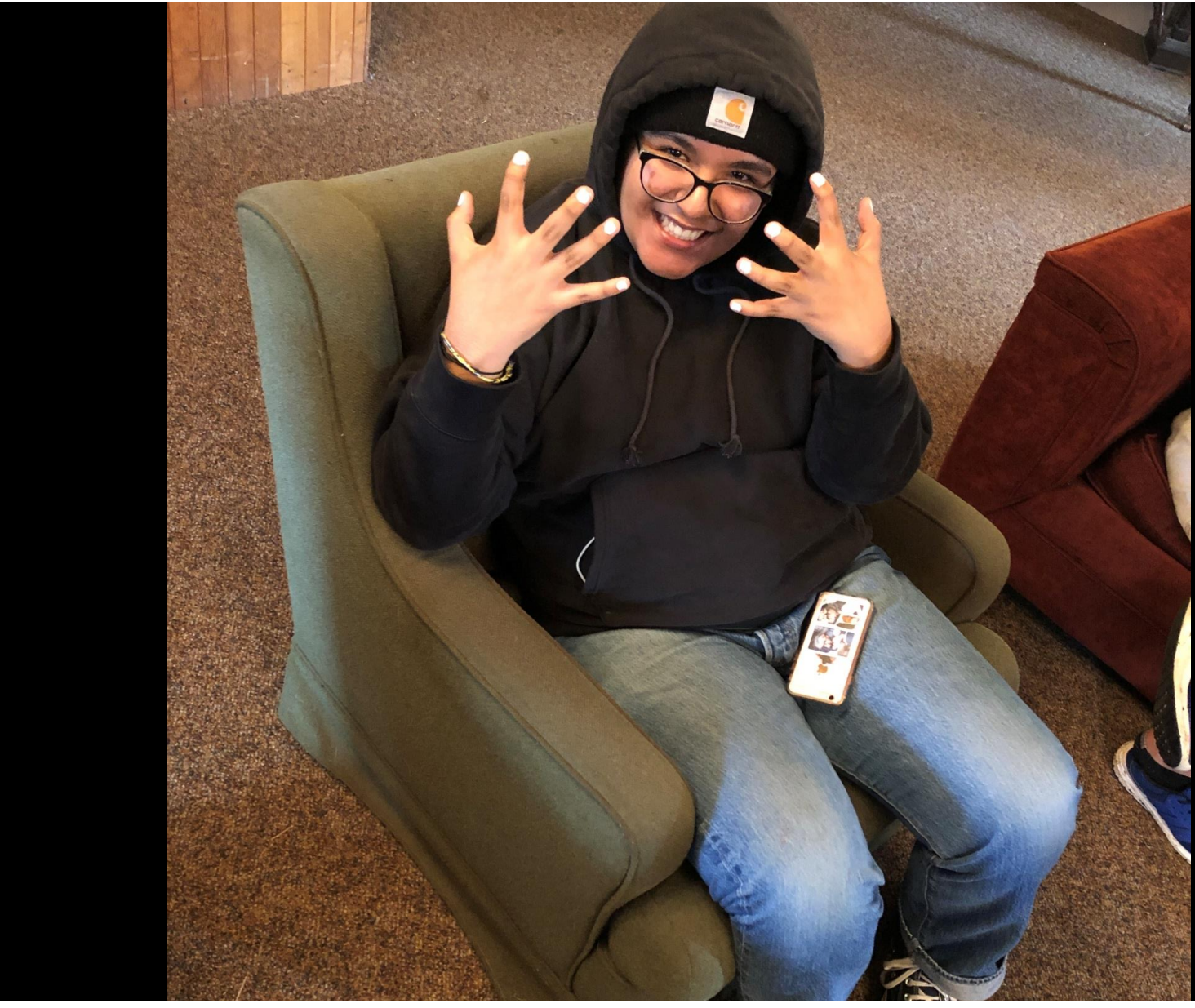




























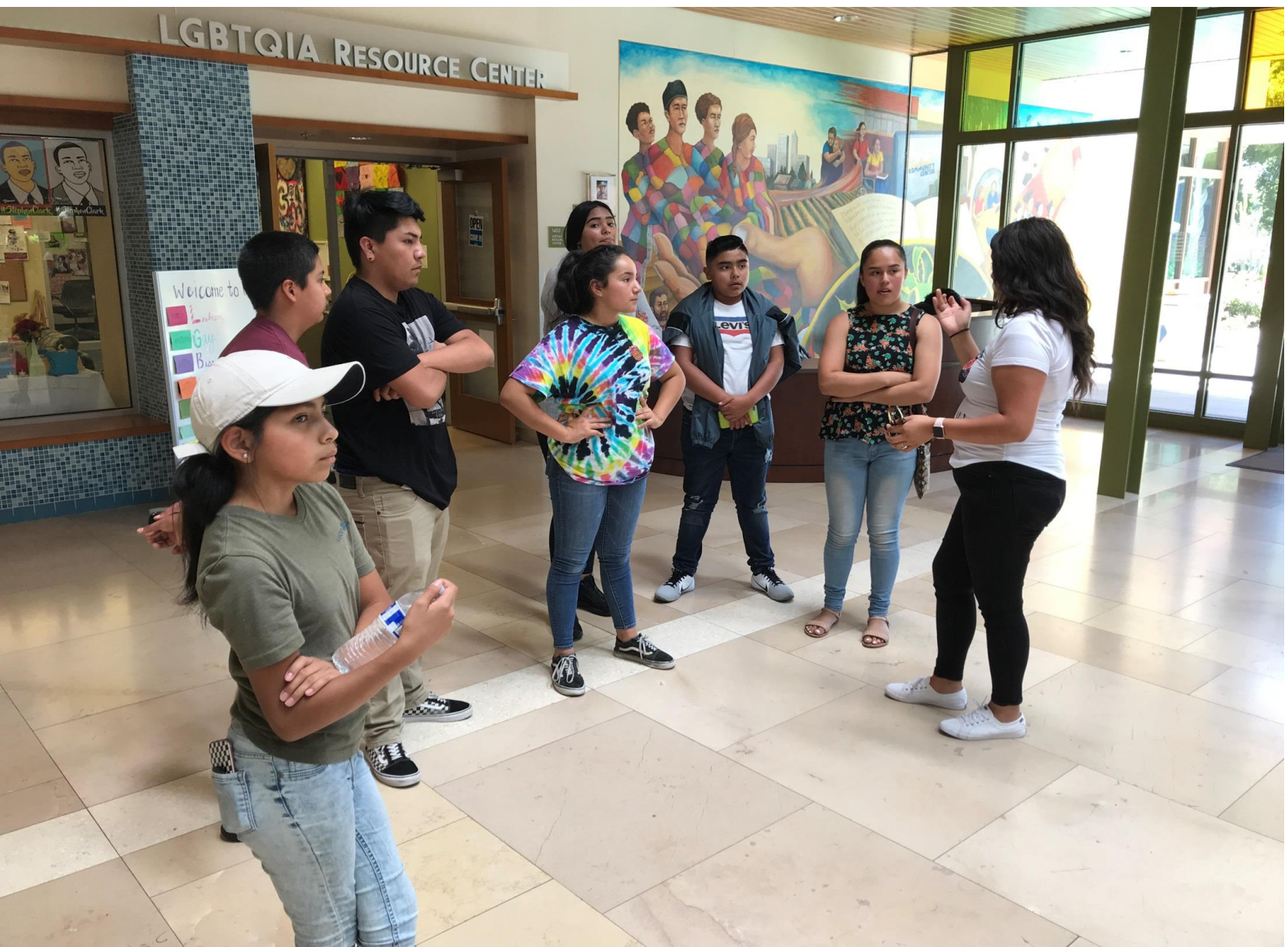


Agenda Item #10.2.









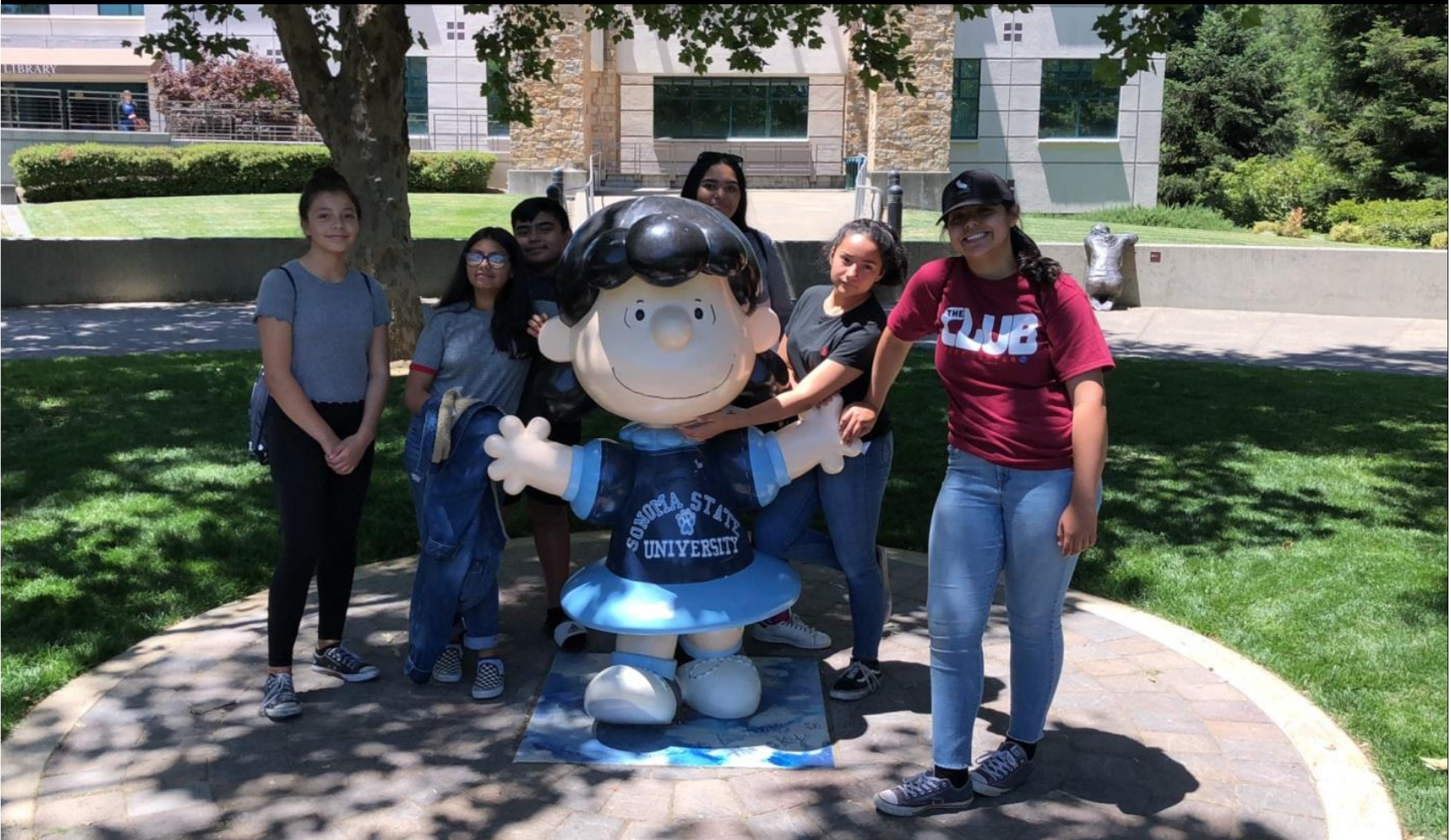
































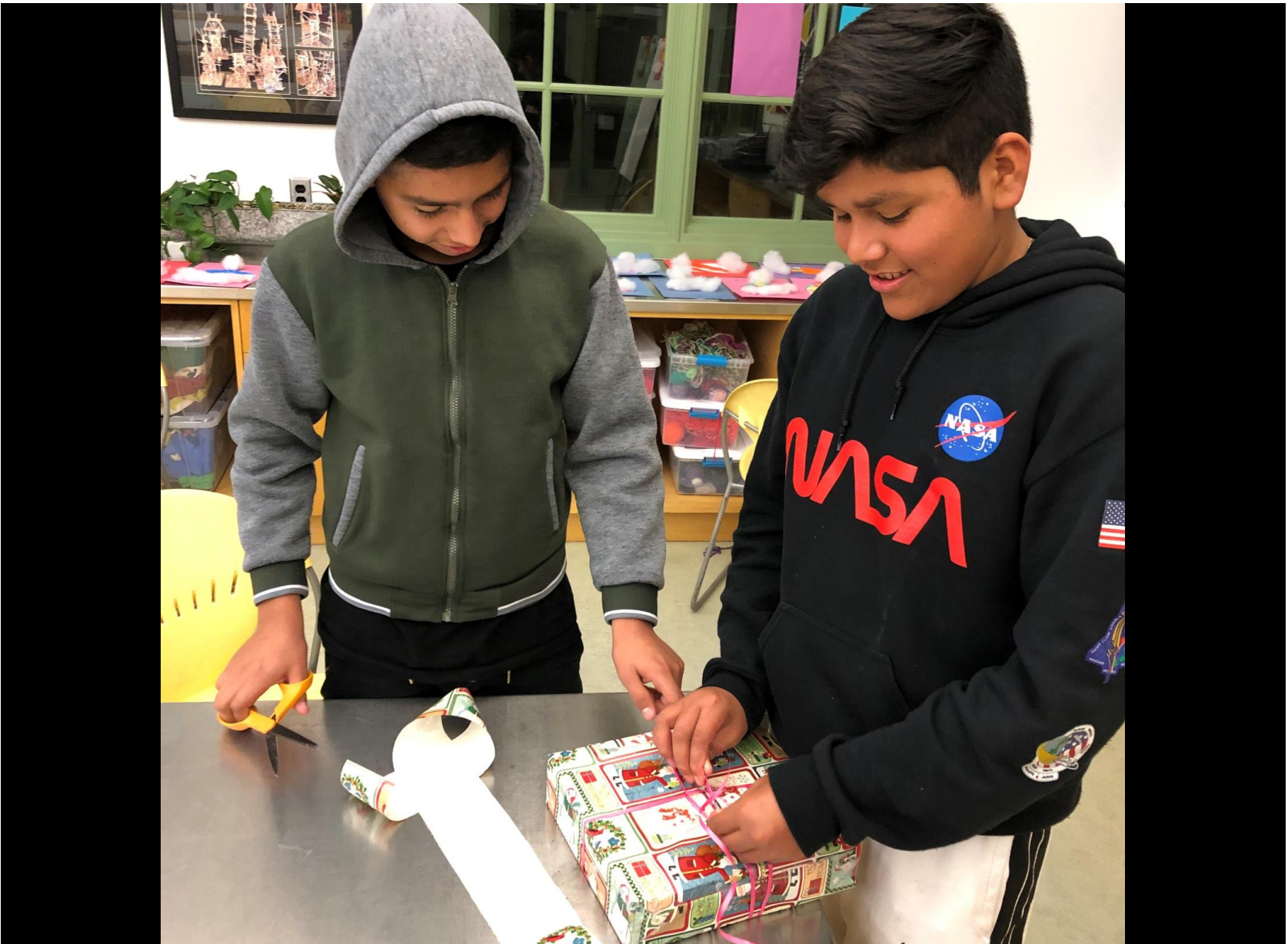


















THE CLUB

TEEN CENTER 













































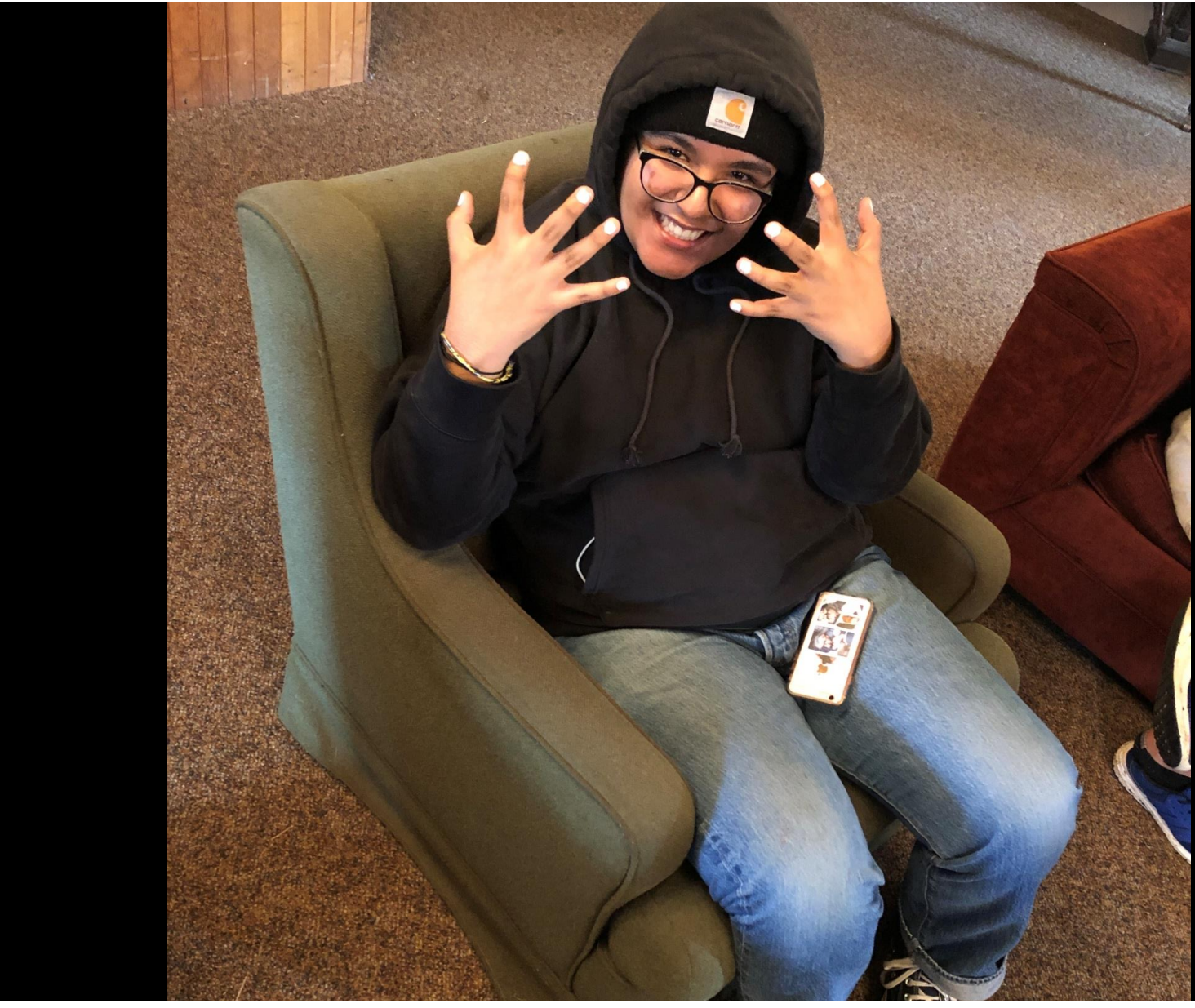








Agenda Item #10.2.



















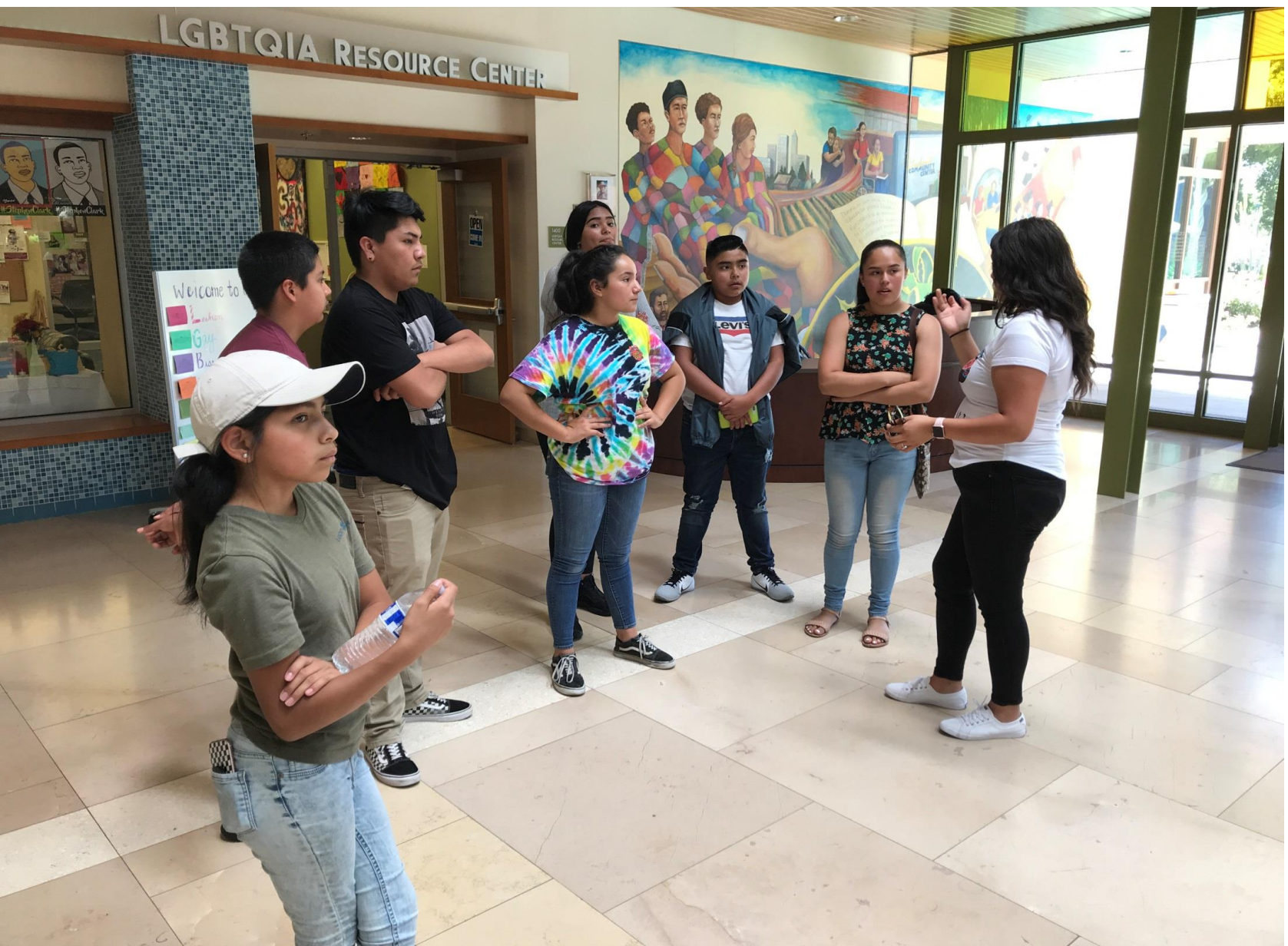


Agenda Item #10.2.









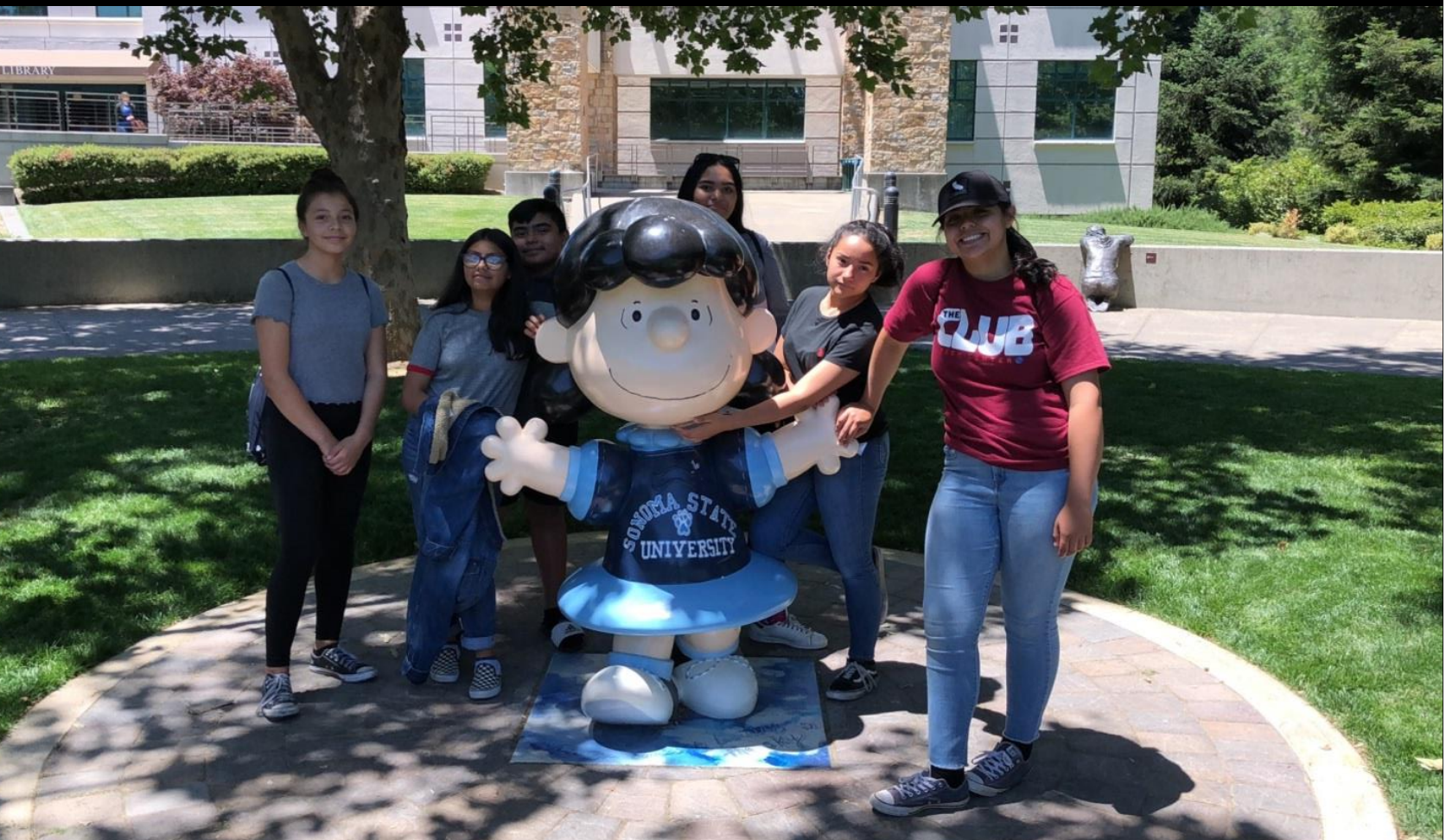
































Agenda Item #10.2.

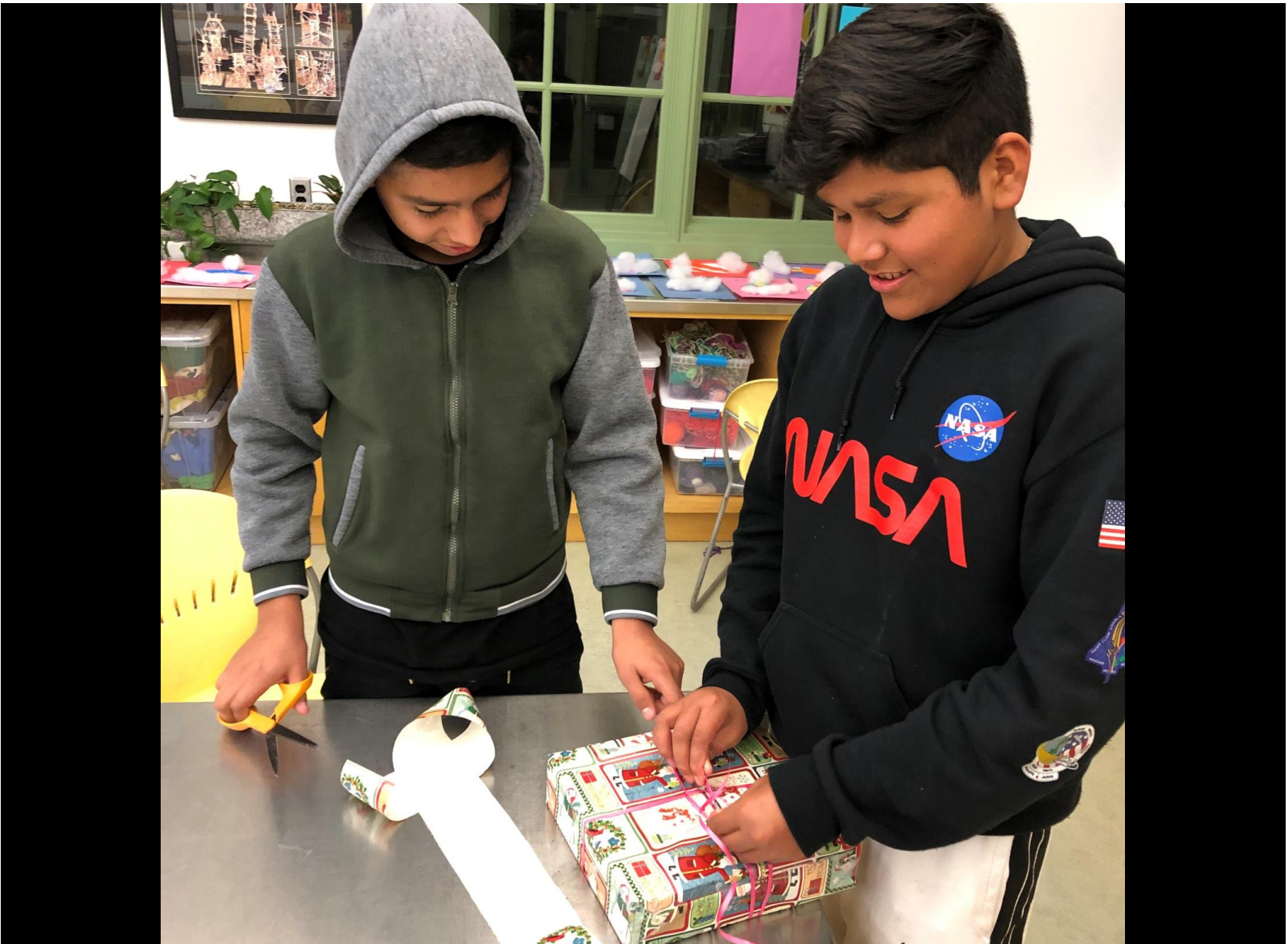




















Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Old Business

Subject: Upper York Creek Habitat Restoration Project

Consideration Of A Resolution Of The City Council Of The City Of St. Helena Determining That No Substantial Changes Requiring Preparation Of A Subsequent EIR Have Been Made To The Upper York Creek Habitat Restoration Project As A Result Of Proposed Modifications And Approving An Addendum To The Previously Certified Final EIR As The Appropriate Environmental Document For The Upper York Creek Habitat Restoration Project As Modified

Consideration Of A Resolution Of The City Council Of The City Of St. Helena Approving And Authorizing The City Manager To Execute, Enter Into And Implement The Construction, Monitoring And Maintenance, Access And Sediment Disposal Agreement By And Between The City And Spring Mountain Vineyards In Connection With The Upper York Creek Habitat Restoration Project

Consideration Of A Resolution Of The City Council Of The City Of St. Helena Approving The Upper York Creek Habitat Restoration Project And Modifications To The Project And Authorizing The Public Works Director To Finalize And Approve The Project Plans And Manual For The Upper York Creek Habitat Restoration Project And To Solicit Public Bids For The Construction Thereof

CEQA Status: Final Environmental Impact Report (SCH. No. 2006092096); Addendum to Final EIR

Prepared By: Erica Ahmann Smithies, PE, Director of Public Works/City Engineer

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City has been working for several years to remove the Upper York Creek Dam ("Dam") and restore the riparian habitat of the York Creek watershed. The Dam was originally constructed in 1900, and gravel and fine sediments produced by the

watershed above the Dam that become trapped behind it has reduced the storage capacity of the reservoir. Sediment accumulates in the reservoir at a rate of 1,000 to 5,000 cubic yards per year depending on the magnitude of winter storm events, which necessitates regular maintenance, including annual debris removal and periodic removal of accumulated sediment. Four documented incidents of accidental, catastrophic releases of fine sediment have occurred during maintenance activities. These low-flow sediment discharges have resulted in mortality of fish and other aquatic organisms over the entire stretch of York Creek below the Dam.

In 2006, the City entered into a settlement agreement with the Department of Commerce National Oceanic and Atmospheric Administration (“**NOAA**”) to remove the Dam. The terms of this agreement state that the City must pay to NOAA \$70 per day for each day beyond October 31, 2012 that the Dam continues to block fish passage to Upper York Creek.

DISCUSSION

The Project

The Upper York Creek Ecosystem Restoration Project (“**Project**”) proposes to restore the ecological connectivity between habitats upstream and downstream of the Dam and provide for natural sediment transport. Steelhead migration would be restored to the level provided by the natural channels above and below the Dam. The Project proposes to modify the upper Dam to allow for fish passage and habitat connectivity, reduce potential for downstream habitat degradation and fish kills, and restore the local ecology of York Creek. The Project will provide access to spawning and rearing habitat for steelhead trout and habitat connectivity for both anadromous and resident fish and other aquatic and riparian species, and potentially detrimental sediment releases during summer low-flow conditions will be prevented.

The Project will restore approximately 3.5 acres of degraded riparian and aquatic habitat within the existing Dam and reservoir area. Two acres of this will be native riparian forest. The Project will also provide access to 1.5 miles of high-quality in-stream habitat. Restoration of natural sediment transport processes will occur through the Project site, with potential habitat improvements occurring in downstream reaches of York Creek and the Napa River. Areas within the Project site disturbed during construction activities will be revegetated with a palette of multi-story native plants to provide diverse habitats for aquatic, riparian, and terrestrial species.

CEQA Analysis

The Notice of Preparation (“**NOP**”) for the Draft Environmental Impact Report (“**Draft EIR**”), which initiated the environmental review process for the Project (State

Clearinghouse #2006092096) under the requirements of the California Environmental Quality Act (“**CEQA**”), was distributed to responsible agencies, interested parties, and the public on September 19, 2006. The 30-day Draft EIR scoping comment period initiated by the NOP was from September 19, 2006 to October 18, 2006. In preparing the Draft EIR, the City considered three action alternatives and a No Project Alternative that would have required on-going dredging of materials from behind the Dam. Table 1 below is a comparison of the objectives and constraints associated with each of the alternatives.

The Draft EIR was circulated for public review from April 19, 2007 to November 14, 2007. The initial public review period was set to close on June 4, 2007. In order to obtain more public participation, the City extended the public comment period four times to November 14, 2007. The Final Environmental Impact Report (“**FEIR**”) was then prepared, which includes a summary of the Draft EIR, response to comments received during this extended Draft EIR public review period, as well as minor technical revisions and appendices prepared and added to address the comments.

Table 1. Comparison of Objectives Met in Relation to Each Alternative

Alternative	Objectives				Constraint
	Improve aquatic passage	Provide natural sediment transport	Reduce future downstream fish kills and habitat degradation	Habitat restoration	Slope stability
No Project	No	No	Somewhat	No	No change
Small Notch	Yes. Equivalent to natural up- and downstream conditions	Yes	Eliminates threat of sediment spill	2.0 acres of restored riparian habitat and 1.5 miles of restored creek in historic channel	Requires road reinforcement measures
Full Removal	Yes. Equivalent to natural up- and downstream conditions	Yes	Eliminates threat of sediment spill	2.2 acres of restored riparian habitat and 1.5 miles of restored creek in historic channel	Requires highest level of road reinforcement

Alternative	Objectives				Constraint
	Improve aquatic passage	Provide natural sediment transport	Reduce future downstream fish kills and habitat degradation	Habitat restoration	Slope stability
Fish Ladder	Yes for 65%-95% of adults when sufficient flow is present but would continue to be complete barrier for juveniles and other aquatic organisms	Limited, ladder function is dependent on regular maintenance	Eliminates threat of sediment spill	2.0 acres of restored riparian habitat & 1.9 miles of reconstructed channel 10-12 feet above original channel upstream of dam	No change

A total of four publicly noticed meetings were held by the U.S. Army Corps of Engineers and/or the City at either the City of St. Helena public library or the City's fire department public meeting room in 2006, and the City held three public meetings in 2007.

A No Project Alternative that would have allowed no maintenance or sediment removal was considered infeasible due to regulatory requirements imposed on the City by California Department of Fish and Wildlife ("**CDFW**"), as well as the City's acknowledgement that no maintenance could result in future sediment spills and impacts on sensitive downstream aquatic habitat. Six significant and unavoidable effects were identified with the No Project Alternative and this alternative was rejected.

Of the remaining alternatives, the Small Notch Alternative was determined to be environmentally superior because it would result in the highest levels of ecosystem restoration and protection, while providing greater stability for Spring Mountain Road. Spring Mountain Road is an important transportation link between Sonoma County and the Napa Valley that is sited on a landslide immediately adjacent to the Dam and spillway. Currently, the existing spillway structure and Dam embankment help support the road and stabilize the adjacent landslide. Maintaining the stability of Spring Mountain Road at this location is a mandatory design constraint.

Along with certification of the FEIR, a Mitigation Monitoring and Reporting Plan ("**MMRP**") was prepared, which included the mitigation measures from the FEIR that are intended to avoid and minimize environmental impacts to the extent feasible during Project construction and operation. Despite the implementation of the measures set forth in the MMRP, approval of and proceeding with the Small Notch Alternative will result in four significant and unavoidable impacts even after implementation of the

mitigation measures developed in the FEIR and incorporated into the MMRP. These significant and unavoidable impacts and the associated mitigation measures are summarized and listed below:

1. Aesthetics: Placement of materials along the shore of the lower reservoir may result in a change in water surface area as viewed from above. (Impact AES-NP4). In order to mitigate for this impact, the Project proposes to install native vegetation in the disturbed areas. (MMRP AES-NP4).
2. Cultural Resources: Removal of the Upper York Creek Dam and associated structures would have a significant adverse impact on the historic feeling, design, and association of a resource considered eligible for listing in the National Register of Historic Places and the California Register of Historic Resources. (Impact CUL-PA1). As mitigation, the Project will provide graphic and written documentation of the Dam's significance on the City's website and displayed in a City building. (MMRP CUL-PA1).
3. Hydrology & Hydraulics: Sediment aggradation in Lower York Creek may increase the frequency and severity of flooding. (Impact H&H-PA1). Proposed mitigation is implementation of a channel monitoring program, causative factors analysis, and a mitigation program to improve channel capacity and promote sediment transport. (MMRP H&H-PA1).
4. Noise: Maintenance or construction activities would temporarily increase noise at the Dam and disposal sites. (Impact NOI-NP2). Mitigation proposed is to work during daylight hours and make efforts to efficiently schedule construction activities to limit impacts on neighbors. (MMRP NOI-NP2).

On April 28, 2015, the City Council of the City of St. Helena, by resolution, certified the FEIR for the Upper York Creek Ecosystem Restoration Project, which included the DEIR, specific findings, a statement of overriding considerations to address the significant and unavoidable impacts discussed above, and adopted the MMRP. As per Section 15090(a) of the CEQA Guidelines, prior to approval of a project, the Lead Agency certified that:

1. The final EIR had been completed in compliance with CEQA;
2. The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body had reviewed and considered the information contained in the final EIR prior to approving the project; and
3. The final EIR reflected the lead agency's independent judgment and analysis.

Modification of the Approved Project

Subsequent to the certification of the FEIR for the Project, additional effort regarding the development of Project specifics was conducted, which resulted in consideration of modification to the sequence of Project elements. In particular, the sequencing of Project elements was modified to include as a first order of work construction of a series of sediment traps (up to 30) within York Creek below the existing Dam to capture some of the sediment that will be released through removal of the Dam.

The installation of the sediment traps had been included as a component of Mitigation H&H-PA1 that was adopted to address significant and unavoidable Impact H&H-PA1. Impact H&H-PA1 indicates that sediment aggradation in lower York Creek may increase the frequency and severity of flooding. Mitigation H&H-PA1 provides, in part, that the City is to establish a mitigation plan should channel aggradation reach a point that it significantly impacts channel capacity and flooding. That mitigation plan could include sediment management practices, such as installation of sediment traps or retention basins.

Specifically, regulatory permitting agencies made it clear that rather than wait to see if flooding became an issue before sediment management measures were implemented, installation of the sediment traps at the outset of the Project was required. This resulted in the sequencing of the Project in two phases, as described in more detail below

As set forth in the Addendum To The Upper York Creek Restoration Project EIR For Modifications To The Upper York Creek Ecosystem Restoration Project (March 31, 2019; Michael Baker International)(**"Addendum"**)(Attachment 4), the first phase of the Project (**"Phase 1"**) involves the construction of the 30 sediment traps in York Creek and the second phase (**"Phase 2"**) involves the removal of a portion of the Dam to facilitate gradual sediment movement, and the ecosystem/habitat restoration elements. More detail regarding the Project and Phase 1 and Phase 2 of the Project can be found in the draft Basis of Design Report (February 2019; Michael Baker International) (Attachment 5).

Phase 1

Phase 1 of the Project includes construction of up to 30 sediment traps in locations downstream of the Dam on property owned by Spring Mountain Vineyards (**"SMV"**) that are intended to capture the impounded sediment from upstream of the Dam. These large wood structures would be expected to capture a maximum of 25 to 50 cubic yards of sediment per structure. They are proposed to be installed in an incised reach of York Creek where no flooding to adjacent infrastructure or property would result from increased sediment deposition.

The structures consist of timber material recovered from off-site areas and would be placed on top of the channel bed and banks with minimal excavation. The structures are not intended to provide grade control for the channel thalweg at low to moderate flows.

They are intended to provide hydraulic control at high flow during periods of active bedload sediment transport, thereby slowing flow velocities and generating depositional conditions upstream from the structure, primarily along the channel margins. Periodic monitoring of the sediment traps will be conducted to ensure performance and maintenance activities will be conducted as necessary. Draft plans for Phase 1 of the Project related to the sediment traps are enclosed with this report as Attachment 7 ("**Phase 1 Plans – Sediment Traps**").

Phase 2

For Phase 2, a temporary low-flow pilot channel would be excavated through the Dam project site to facilitate movement of sediment from the impounded material upstream of the Dam. The pilot channel would facilitate a first flush removal of fine sediments downstream of DAM. This first flush approach would allow limited exposure of fine sediments and turbidity to existing wildlife in the creek's downstream reaches. Boulders recovered during excavation and from an existing pile approximately 600 linear feet above the Dam will be placed along the channel to promote natural movement and creation of structure through the project reach. To create the pilot channel approximately 8,000 cubic yards of sediment will be excavated from behind the Dam and then transported to, disposed of and graded at a location on property owned by SMV. Draft plans for Phase 2 of the Project related to the removal of the Dam are enclosed with this report as Attachment 8 ("**Phase 2 Plans – Dam Removal**").

Upstream of the Dam, the project would include restoration of approximately 0.5 acre of aquatic and riparian habitat through the removal of invasive species. Spawning and rearing habitat would be naturally created for steelhead through natural processes over a 5- to 10-year interval. Draft plans for Phase 2 of the Project related to the habitat restoration for the foothill yellow legged frog are enclosed with this report as Attachment 9 ("**Phase 2 Plans – FYLF Habitat Restoration**").

Post Construction Monitoring of Phase 1 and Phase 2

A Geomorphic Monitoring And Adaptive Management Plan ("**Monitoring Plan**")(Attachment 6), a draft of which has been prepared by the Napa County Resource Conservation District ("**RCD**"), will be required in order to establish and identify corrective actions necessary to facilitate fish passage where natural processes have created impediments to their passage. The Monitoring Plan requires the preparation of reconnaissance surveys, cross section surveys, longitudinal profile surveys, photo-monitoring, and fish surveys within 5 different reaches of York Creek from approximately 9,600 linear feet above the Dam down to the confluence of York Creek with the Napa River. Based on the results of this surveying/monitoring activity, corrective actions may be required which could include additional on-site grading, sediment removal, erosion control, and bank stabilization where necessary to augment natural processes in establishing habitat within York Creek.

Again, as noted earlier, included as attachments to this report are draft plans for each of these steps in the Project: Phase 1 Plans – Sediment Traps ([Attachment 7](#)), Phase 2 Plans – Dam Removal ([Attachment 8](#)), and Phase 2 Plans – FYLF Habitat Restoration ([Attachment 9](#)).

The Addendum to FEIR

The City has undertaken additional analysis, as set forth in the Addendum, to determine whether the information contained in the FEIR is still relevant and the conclusions presented in the documents are still correct and supported by the available evidence. Specifically, Section 15162(a) of the CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Section 15162(b) states that if these conditions are not met, the Lead Agency “*shall determine whether to prepare a subsequent [EIR], an addendum, or no further documentation.*”

As noted, the City engaged Michael Baker International (Michael Baker), the consultant for the Project, to review the proposed modifications to the Project, as well as the certified FEIR, under the requirements listed above to determine the appropriate level of environmental review required under CEQA. Section 15164 of the CEQA Guidelines, states:

- a. The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
- b. An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- c. An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- d. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- e. A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

Here is the Conclusion provided in the Addendum (Attachment 4) by Michael Baker:

“Based on the above analysis, it is my professional opinion that the Project as modified would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the Final EIR. The modifications to the Project that have been described herein do not meet the conditions required under CEQA Section 15162(a). As a result, this Addendum meets the requirements under Section 15164 of the CEQA Guidelines, and no additional environmental analysis is necessary because no major revisions to the Final EIR are required to address the project modifications.”

As noted above, Michael Baker’s review concluded that the analysis considered in the certified FEIR was sufficient based on the requirements under Section 15162, and that the proposed modification to the Project do not require additional environmental review.

The Addendum (Attachment 4) prepared by Michael Baker satisfies the scope for an Addendum to an EIR as described under Section 15164 of the CEQA Guidelines. As allowed under Section 15164(c), an Addendum does not need to be circulated for public review but can be included in or attached to the FEIR.

Construction, Monitoring and Maintenance, Access and Sediment Disposal Agreement

As previously noted, SMV owns the real property upon which the thirty (30) sediment traps within York Creek are proposed to be constructed and installed as part of Phase 1 of the Project. Further, the SMV property was identified in the FEIR as one alternative site for the disposal of the approximately 8,000 cubic yards of sediments to be excavated from behind the Dam as part of Phase 2 of the Project. Additionally, the post construction Monitoring Plan requires the City to conduct surveys and monitoring within York Creek from approximately 9,600 feet upstream of the Dam down to the confluence of York Creek with the Napa River, and a portion of York Creek upstream of the Dam subject to the monitoring plan is also on the SMV property. Accordingly, in order to implement the Project, the City needed to negotiate certain access rights to the SMV property that are set forth in the Construction, Monitoring And Maintenance, Access And Sediment Disposal Agreement (“**Agreement**”).

It must be noted that as of the distribution of this staff report the final version of the Phase 1 Plans – Sediment Traps (Attachment 7), which are to be included as Exhibit B to the Agreement, had just been delivered to SMV representatives and thus it remains subject to their review. Note that City staff, SMV representatives, and the City’s consultant (Michael Baker International) have had several discussions and a meeting in the field in relation to this exhibit. City staff have reviewed the version of the Phase 1 Plans – Sediment Traps (Attachment 7) presented with this staff report and believe it is reflective of those discussions. However, in the unlikely event the draft Phase 1 Plans – Sediment Traps (Attachment 7) are not approved by SMV prior to the City Council’s consideration of this item at their April 23, 2019, regular meeting, City staff have agreed with SMV representatives to continue this item to the May 14, 2019, regular City Council meeting.

Construction of Sediment Traps

Section 2 of the Agreement provides the City the right to construct the 30 sediment traps within the portion of York Creek located on the SMV property that is legally described and depicted in Exhibits C and D to the Agreement (the “**Construction, Maintenance and Monitoring Areas**”). Note that it is anticipated that the time to construct the sediment traps will take approximately 2 to 4 weeks, and given the terms and conditions of the regulatory permits, construction cannot commence before August 1, 2019 and must be completed no later than November 1, 2019. If everything proceeds as currently anticipated, staff anticipates that construction of the sediment traps will commence on or around August 1, 2019.

The Construction, Maintenance and Monitoring Areas will be accessed only off of Spring Mountain Road from approximately five locations as shown on the “**Phase 1 Plans**” (Attachment 7). Note that the City and SMV explored additional access locations from an internal road on the SMV property that adjoins York Creek. However, the steep grade from the internal roadway down to York Creek precluded such use. With the exception of Access Point 5 from Spring Mountain Road, identified by an existing chain-link gate a few hundred feet upstream from the main Spring Mountain Vineyard entrance, the three other access points off of Spring Mountain Road will be created by removal of the existing guard rail along Spring Mountain Road at points deemed most suitable to facilitate access from the roadway down to the York Creek streambed to install the sediment traps. Accordingly, the exact location of these four access points as shown on the Phase 1 Plans are subject to change as determined by the City and its contractor based on actual field conditions. The City will need to secure an encroachment permit from the County of Napa to remove the guard rail and operate from these locations to access the creek and, in connection therewith, may need to prepare, and secure the County’s approval of, a grading plan and an erosion control plan. If these plans are required by the County, the City will provide SMV copies of the approved plans.

Disposal of Sediment

Section 3 of the Agreement provides the City the right to transport and dispose of approximately 8,000 cubic yards of sediments located behind the Dam on the SMV property and to appropriately grade the sediments across the SMV property (“**Sediment Disposal Work**”). Note that the Sediment Disposal Work is a component of Phase 2 of the Project. City and SMV representatives have toured the “**Sediment Disposal Route**” that trucks loaded with sediments will travel from the Dam off of Spring Mountain Road to what is termed the “**Sediment Disposal Area**” on the SMV property. Thereafter, the trucks will leave the SMV property and head back to the Dam location, where the trucks will be reloaded with sediments to be transported to the Sediment Disposal Area. The Sediment Disposal Route is circular, entering the SMV property at one location off of Spring Mountain Road below the Dam and then exiting the SMV property at another location onto Spring Mountain Road above the Dam. Therefore, the trucks will not cross paths on the relatively narrow internal road on the SMV property, nor on Spring Mountain Road. As of the preparation of this staff report, a legal description and plat map of the Sediment Disposal Area and Sediment Disposal Route have not been completed; accordingly, Section 15(g) of the Agreement provides that the City and SMV will complete those exhibits (i.e. Exhibits H, I, J and K) and append them to the Agreement subsequent to execution of the Agreement.

The City will need to secure permits from Napa County to undertake the Sediment Disposal Work on the SMV Property. The City has been advised that Napa County has been taking approximately 2 months to review and approve the required grading plans needed to permit the Sediment Disposal Work. Therefore, the City will need to move quickly to prepare and submit the necessary plans to the County in order to secure the

necessary permit which will need to be in place as part of the bid package for Phase 2 of the Project.

The City and SMV also discussed the need to ensure that any damage potentially done to the Sediment Disposal Route be appropriately documented and that the parties engage in a post-construction meet and confer process to review the documentation and assess if any damage had been done to the roadway as a result of the Sediment Disposal Work. Thus the Agreement provides for a process to document the condition of the Sediment Disposal Route no sooner than 10 days prior to commencement and no later than 5 days after the completion of the Sediment Disposal Work. Thereafter, the City and SMV representatives will review and compare the photographic documentation of the Sediment Disposal Route from before and after the Sediment Disposal Work in order to reach an agreement upon any necessary repairs to the roadway, subject to a cap of \$35,000 on the extent of the City's roadway repair obligation.

Operation, Monitoring and Maintenance of Sediment Traps

Section 4 of the Agreement provides the City the right to operate, monitor and maintain the sediment traps within the Construction, Maintenance and Monitoring Areas in accordance with the terms of the Monitoring Plan (Attachment 7)¹ (the "**Operation and Maintenance Rights**"). At present the Monitoring Plan is a draft and Section 6(d) of the Agreement provides a process for SMV to provide comments on the draft Monitoring Plan and for the City and SMV to work with RCD to finalize the Monitoring Plan.

Monitoring of Upstream Monitoring Area

As set forth in the Monitoring Plan, the City will be required to conduct reconnaissance surveys, cross section surveys, longitudinal profile surveys, photo-monitoring, and fish surveys within 5 different reaches of York Creek, including the reach approximately 9,600 feet above the Dam. A portion of this area of York Creek is located on SMV property and is defined in the Agreement as the "**Upstream Monitoring Area**". Accordingly, Section 5 of the Agreement provides the City the right to access this area for the purpose of conducting the aforementioned surveys and monitoring set forth in the Monitoring Plan ("**Upstream Monitoring Rights**"). Note that the realization that the portion of York Creek above the Dam and subject to the Monitoring Plan was actually located on SMV's property only came to light in the last few weeks. Accordingly, a legal description and plat map of the Upstream Monitoring Area have not yet been prepared and completed; accordingly, Section 15(g) the Agreement provides that the City and SMV will complete those exhibits (i.e. Exhibits F and G) and append them to the Agreement subsequent to the execution of the Agreement.

¹ Note that the Monitoring Plan, attached to this staff report as Attachment 7, is also attached and referenced as Exhibit E to the Agreement.

Annual Monitoring Reports

Section 6(e) of the Agreement acknowledges that RCD will prepare annual reports of the various monitoring activities and that the City will ensure that SMV is provided a copy. Further, the City will facilitate a meeting with SMV and RCD to discuss the contents of the annual report, especially as it relates to the SMV Property. Keeping SMV informed of the progress of the Project post-construction of Phase 1 and Phase 2 of the Project will be important to maintain the cooperative relationship that has been established to date, especially if an extension of the Term of the Agreement becomes necessary as provided for in Section 8.

Term

The time period in which the City is to complete Phase 1 of the Project and Phase 2 of the Project expires later this year on November 1, 2019. However, in recognition of the very short window in which to complete this work, the term is subject to extension.

The Operation and Maintenance Rights and Upstream Monitoring Rights, needed to implement the terms of the Monitoring Plan post-construction of Phase 1 of the Project and Phase 2 of the Project, will continue until such time that the City is released from its obligations under the **“Permits issued for Phase 1 of the Project”** and the **“Permits issued for Phase 2 of the Project”** as defined in Section 8 governing the term of the Agreement.

The Monitoring Plan provides for a minimum of 10 years of monitoring activity along 5 different reaches of York Creek, starting at approximately 9,600 linear feet above the Dam down to the confluence of York Creek with the Napa River. At the end of 10 years of monitoring, if certain criteria are satisfied as called out in the Monitoring Plan, then the Project presumably can come to a conclusion and the Agreement between the City and SMV terminated.

On the other hand, if the performance criteria are not met, then additional study and/or work can be required as called out in the Monitoring Plan and thus the Agreement term will continue. Nevertheless, Section 8 of the Agreement does provide that the Operation and Maintenance Rights, as well as the Upstream Monitoring Rights, will otherwise terminate 15 years after completion of Phase 2 of the Project. Thus the Agreement does provide the City a 5 year cushion beyond the initial 10 year time frame called out in the Monitoring Plan to implement further restorative measures that may be required. Furthermore, if 15 years is not sufficient time to obtain final regulatory approval of the completed Project, Section 8 does provide that SMV will not unreasonably withhold consent to an extension of the term if necessary. Accordingly, engaging SMV annually on the progress of the Project as provided for in Section 6(e) of the Agreement will be important.

Miscellaneous²

Section 9 of the Agreement provides that SMV is waiving and releasing the City from claims that it may have related to compliance with CEQA in connection with approval of the Project, the procurement of the various regulatory permits and the approval of the Agreement, as well as any claims in connection with the acquisition of the various property rights discussed above. Likewise, Section 10 provides that the City and its contractors assume all risk from entering onto the SMV Property and that SMV shall be released from all claims. Note that the any contractor/consultant/invitee of the City entering onto the SMV Property will need to provide SMV with an executed release consistent with the language in Section 10. Section 11 provides that the City will indemnify and defend SMV from claims arising from implementation of the Project and any actions contemplated by or done in violation of the Agreement that relate to the City's use of the various areas of the Property. Section 12 includes an extensive environmental indemnification provision that is limited to the extent arising from the actions of the City on the Property under the terms of the Agreement. Section 13 references Exhibit L which outlines the insurance requirements that the City will impose upon its contractors that enter upon the Property. Section 14 addresses events of default and remedies; however, it is important to note that a breach of the terms of the Agreement only entitles a party to seek specific performance, injunctive or other equitable relief to enforce the terms of the Agreement, all forms of damages are waived and the Agreement cannot be terminated or cancelled. Finally, Section 15 addresses a host of miscellaneous contract housekeeping issues (e.g. noticing, etc.).

Approval/Bidding Of The Upper York Creek Habitat Restoration Project

With the approval of the Agreement between the City and SMV discussed above, the City will be able to move forward with the Project. Accordingly, staff is also seeking City Council approval of the Project and the modifications to the Project discussed herein, and that authorization be provided to the Public Works Director to finalize and approve the project plans and manual for the Project and to thereafter solicit public bids for the construction of the Project.

A draft of the plans for the Project are included as Attachment 7, Attachment 8 and Attachment 9; however, the Public Works Director, in coordination with Michael Baker, still need to finalize the project plans and specifications/project manual in order to bid the Project. Thus, staff is seeking City Council authorization for the Public Works Director to finalize the project plans and specifications/project manual and to thereafter solicit public bids for the Project. Normally the project plans and specifications/project manual are completed and approved by the Public Works Director before the City Council is presented with an item to approve them; however, given the extremely tight timeline to get the Project started, staff is seeking a delegation of the authority to the Public Works Director to approve the project plans and specifications/project manual for

² It will be important for the City to appropriately protect itself and pass on obligations set forth in Sections 10, 11, 12 and 13 of the Agreement to contractors hired to undertake Phase 1 of the Project and Phase 2 of the Project.

the Project and to thereafter solicit public bids. Note that award of the contract to the lowest responsible bidder will be presented to the City Council at a later date following the receipt of bids.

RECOMMENDATION

Staff recommends that the Council make the following findings in connection with adoption of the resolution included as Attachment 1 and related to approval of the Addendum:

1. The City Council has independently reviewed, analyzed and considered the Addendum, this staff report and all attachments hereto, as well as all written documentation and public comments thereto.

2. The Addendum to the Final EIR, was prepared and reviewed in compliance with the provisions of CEQA and the CEQA Guidelines.

3. The information and analysis contained in the Addendum, reflects the City's independent judgment as to the environmental consequences of the proposed modifications to the Upper York Creek Habitat Restoration Project.

4. That, based upon the evidence submitted and as demonstrated by the analysis included in the Addendum, none of the conditions described in Sections 15162 or 15163 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR or negative declaration have occurred.

5. That, based on the above findings, the City Council determines that the previously-certified Final EIR, together with the Addendum, are adequate to serve as the required environmental documentation for the Upper York Creek Habitat Restoration Project as modified and thus approves and adopts the Addendum.

6. That the City Council shall consider the previously-certified Final EIR, together with the Addendum, prior to making a decision on the Upper York Creek Habitat Restoration Project as modified.

In addition, staff recommends that the Council make the following findings in connection with adoption of the resolution included as Attachment 2 and related to approval of the Agreement between the City and SMV:

1. The City Council has independently reviewed, analyzed and considered the FEIR and Addendum thereto, the staff report and all attachments thereto, as well as all written documentation and public comments thereto and approved said Addendum prior to considering approval of the Agreement and the modifications to the Project.

2. The public interest and necessity require the Project.

3. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

4. The Construction, Maintenance and Monitoring Areas, Sediment Disposal Area and Upstream Monitoring Area described in the Agreement are necessary for the Project.

5. The City has complied with the requirements of CEQA in connection with the approval and implementation of the Project, the procurement of permits from the Regulatory Agencies, and the approval of this Agreement.

6. The City Council approves the Agreement and authorizes the City Manager to execute, enter into, and implement the terms of the Agreement on behalf of the City of St. Helena, together with such non-substantive changes thereto as may be agreed to and approved by the City Attorney and City Manager, and take such further actions as are necessary and in furtherance of the Agreement and the Project.

7. A Notice of Determination shall be filed by the Public Works Director or her designee with the County of Napa and the State Clearinghouse within five (5) working days of the City Council's approval of the Agreement and the modifications of the Project or as soon thereafter as possible.

Finally, staff recommends that the Council make the following findings in connection with adoption of the resolution included as Attachment 3 and related to approval of the Upper York Creek Habitat Restoration Project and modifications to the Project, and authorizing the Public Works Director to finalize and approve the Project Plans and Manual for the Upper York Creek Habitat Restoration Project and to solicit public bids for the construction thereof:

1. The City Council has independently reviewed, analyzed and considered the FEIR and Addendum thereto, the staff report and all attachments thereto, as well as all written documentation and public comments thereto regarding the Project and approved said Addendum prior to considering approval of the Upper York Creek Habitat Restoration Project and the modifications to the Project.
2. That the City Council approves the Upper York Creek Ecosystem Restoration Project and modifications to the Project.
3. That the City Council delegates to and authorizes the Public Works Director to finalize and approve the project plans and specifications/project manual for the Upper York Creek Ecosystem Restoration Project.

4. That the City Council authorizes the Public Works Director to advertise and solicit public bids for the construction of the Upper York Creek Ecosystem Restoration Project.
5. A Notice of Determination shall be filed by the Public Works Director or her designee with the County of Napa and the State Clearinghouse within five (5) working days of the City Council's approval of the Upper York Creek Habitat Restoration Project and the modifications to the Project or as soon thereafter as possible.

ATTACHMENTS:

1. Resolution Of The City Council Of The City Of St. Helena Determining That No Substantial Changes Requiring Preparation Of A Subsequent EIR Have Been Made To The Upper York Creek Habitat Restoration Project As A Result Of Proposed Modifications And Approving An Addendum To The Previously Certified Final EIR As The Appropriate Environmental Document For The Upper York Creek Habitat Restoration Project As Modified
2. Resolution Of The City Council Of The City Of St. Helena Approving And Authorizing The City Manager To Execute, Enter Into And Implement The Construction, Monitoring And Maintenance, Access And Sediment Disposal Agreement By And Between The City And Spring Mountain Vineyards In Connection With The Upper York Creek Habitat Restoration Project
3. Resolution Of The City Council Of The City Of St. Helena Approving The Upper York Creek Habitat Restoration Project And Modifications To The Project And Authorizing The Public Works Director To Finalize And Approve The Project Plans And Manual For The Upper York Creek Habitat Restoration Project And To Solicit Public Bids For The Construction Thereof
4. Addendum To The Certified Final EIR Addressing Modifications To The Upper York Creek Restoration Project (March 31, 2019; Michael Baker International)
5. Draft Basis of Design Report (February 2019; Michael Baker International)
6. Draft Geomorphic Monitoring And Adaptive Management Plan (December 2018; Napa County Resource Conservation District)
7. Draft Phase 1 Plans – Sediment Traps (Michael Baker International)
8. Draft Phase 2 Plans – Dam Removal (Michael Baker International)
9. Draft Phase 2 Plans - Foothill Yellow Legged Frog Habitat Restoration (Michael Baker International)

CITY OF ST. HELENA

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA DETERMINING THAT NO SUBSTANTIAL CHANGES REQUIRING PREPARATION OF A SUBSEQUENT EIR HAVE BEEN MADE TO THE UPPER YORK CREEK HABITAT RESTORATION PROJECT AS A RESULT OF PROPOSED MODIFICATIONS AND APPROVING AN ADDENDUM TO THE PREVIOUSLY CERTIFIED FINAL EIR AS THE APPROPRIATE ENVIRONMENTAL DOCUMENT FOR THE UPPER YORK CREEK HABITAT RESTORATION PROJECT AS MODIFIED

RECITALS

WHEREAS, the City of St. Helena (“**City**”) currently maintains the Upper York Creek Dam (the “**Dam**”), which facility was constructed in approximately 1900 along York Creek and acts as a barrier for fish and other aquatic organisms to access upstream habitat. The Dam restrains the natural and gradual flow of gravel and fine sediments produced by the watershed above the Dam, and the resulting accumulation of sediment deposits has filled the reservoir behind the Dam. Thus, the Dam is no longer used by City to provide water for the needs of its residents. Further, the Dam requires regular maintenance and these activities have resulted in several accidental discharges of large volumes of sediment that have proven catastrophic to fish and other aquatic organisms downstream of the Dam. Finally, the lack of gravel and sediment dispersal through natural and gradual hydraulic processes has negatively impacted habitat along York Creek; and

WHEREAS, in 2006, the City entered into a settlement agreement with the Department of Commerce National Oceanic and Atmospheric Administration to remove the Dam; and

WHEREAS, a Notice of Preparation for the Draft Environmental Impact Report (“**Draft EIR**”), which initiated the environmental review process for the Upper York Creek Habitat Restoration Project (“**Project**”) under the requirements of the California Environmental Quality Act (“**CEQA**”), was distributed to responsible agencies, interested parties, and the public on September 19, 2006, and the 30-day Draft EIR scoping comment period concluded in October 18, 2006; and

WHEREAS, the Draft EIR was prepared and circulated for public review from April 19, 2007 to November 14, 2007, and on April 28, 2015, the City Council of the City of St. Helena, by resolution, certified the Final Environmental Impact Report (“**FEIR**”) (State Clearinghouse #2006092096) for the Project (which included the Draft EIR), adopted CEQA findings, including a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Plan, and approved the Project; and

WHEREAS, subsequent to the certification of the FEIR and approval of the Project, City staff met and conferred with various state and federal regulatory permitting agencies in pursuit of the additional permits required to construct and operate the Project, which, as requested by those agencies, resulted in the need to consider modifications to the Project and the timing of its implementation, specifically including securing access rights for and the construction of a series of sediment traps (up to 30) within York Creek below the existing dam, as the first phase of the Project, that will serve to capture some of the sediment that will be released through removal of the dam, in the second phase of the Project; and

WHEREAS, Section 15162(a) of the CEQA Guidelines states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or

more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.; and

WHEREAS, Section 15162(b) of the CEQA Guidelines states that if changes to a project or its circumstances occur or new information becomes available after certification of the FEIR, the lead agency shall either prepare a subsequent EIR if the above conditions are present or make a determination whether to prepare a subsequent negative declaration, an addendum to the EIR or no further documentation; and

WHEREAS, the City engaged Michael Baker International (Michael Baker) to provide a recommendation as to the appropriate level of environmental review required for the proposed Project modification under CEQA; and

WHEREAS, based on the analysis in the **ADDENDUM TO THE UPPER YORK CREEK RESTORATION PROJECT EIR FOR MODIFICATION TO THE UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT**, dated March 31, 2019 (the “**Addendum**”), attached hereto as **Exhibit A** and incorporated herein by this reference, Michael Baker concluded based on substantial evidence in the record that the proposed modifications to the Project did not require the preparation of a Supplemental or Subsequent EIR and documented this information in the Addendum to the FEIR, as allowed under Section 15164 of the CEQA Guidelines, now, therefore, be it.

RESOLVED, that the City Council of the City of St. Helena hereby determines as follows:

1. The City Council has independently reviewed, analyzed and considered the Addendum and the FEIR, the staff report and all attachments thereto, as well as all written documentation and public comments thereto; and

2. The Addendum was prepared and reviewed in compliance with the provisions of CEQA and the CEQA Guidelines; and

3. The information and analysis contained in the Addendum reflects the City Council's independent judgment as to the environmental consequences of the proposed modifications to the Upper York Creek Habitat Restoration Project; and

4. That, based upon the evidence submitted and as demonstrated by the analysis included in the Addendum none of the conditions described in Sections 15162 or 15163 of the CEQA Guidelines calling for the preparation of a Subsequent or Supplemental EIR or negative declaration have occurred; specifically:

a. There have not been any substantial changes in the Project that require major revisions of the FEIR because of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

b. There have not been any substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

c. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, that shows any of the following: (a) the Project will have one or more significant effects not discussed in the FEIR; (b) significant effects previously examined will be substantially more severe than shown in the FEIR; (c) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the project proponents decline to adopt the mitigation measure or alternative; or (d) mitigation measures or alternatives which are considerably different from those analyzed in the FEIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

BE IT FURTHER RESOLVED, that, pursuant to the above findings, the City Council of the City of St. Helena determines that the previously-certified FEIR, together with the Addendum are adequate to serve as the required environmental documentation for the proposed Upper York Creek Habitat Restoration Project, as modified, and thus hereby approves and adopts the Addendum; and

BE IT FURTHER RESOLVED, that the City Council of the City of St. Helena shall consider the previously-certified FEIR, together with the Addendum, prior to making a decision on the proposed Upper York Creek Habitat Restoration Project, as modified.

APPROVED AND ADOPTED, by the City Council of the City of St. Helena at a Regular Meeting held on April 23, 2019 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA**RESOLUTION NO. 2019-****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, ENTER INTO AND IMPLEMENT THE CONSTRUCTION, MAINTENANCE AND MONITORING, ACCESS AND SEDIMENT DISPOSAL AGREEMENT BY AND BETWEEN THE CITY AND SPRING MOUNTAIN VINEYARDS IN CONNECTION WITH THE UPPER YORK CREEK HABITAT RESTORATION PROJECT****RECITALS**

WHEREAS, the City of St. Helena ("**City**") currently maintains the Upper York Creek Dam (the "**Dam**"), which facility was constructed in approximately 1900 along York Creek and acts as a barrier for fish and other aquatic organisms to access upstream habitat. The Dam restrains the natural and gradual flow of gravel and fine sediments produced by the watershed above the Dam, and the resulting accumulation of sediment deposits has filled the reservoir behind the Dam. Thus, the Dam is no longer used by City to provide water for the needs of its residents. Further, the Dam requires regular maintenance and these activities have resulted in several accidental discharges of large volumes of sediment that have proven catastrophic to fish and other aquatic organisms downstream of the Dam. Finally, the lack of gravel and sediment dispersal through natural and gradual hydraulic processes has negatively impacted habitat along York Creek; and

WHEREAS, in 2006, the City entered into a settlement agreement with the Department of Commerce National Oceanic and Atmospheric Administration to remove the Dam; and

WHEREAS, a Notice of Preparation for the Draft Environmental Impact Report ("**Draft EIR**"), which initiated the environmental review process for the Upper York Creek Habitat Restoration Project ("**Project**") under the requirements of the California Environmental Quality Act ("**CEQA**"), was distributed to responsible agencies, interested parties, and the public on September 19, 2006, and the 30-day Draft EIR scoping comment period concluded in October 18, 2006; and

WHEREAS, the Draft EIR was prepared and circulated for public review from April 19, 2007 to November 14, 2007, and on April 28, 2015, the City Council of the City of St. Helena, by resolution, certified the Final Environmental Impact Report ("**FEIR**") (State Clearinghouse #2006092096) for the Project (which included the Draft EIR), adopted CEQA findings, including a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Plan, and approved the Project; and

WHEREAS, subsequent to the certification of the FEIR and approval of the Project, City staff met and conferred with various state and federal regulatory permitting agencies in pursuit of the additional permits required to construct and operate the Project, which, as requested by those agencies, resulted in the need to consider modifications to the Project and the timing of its implementation, specifically including securing access rights for and the construction of a series of sediment traps (up to 30) within York Creek below the existing dam, as the first phase of the Project, that will serve to capture some of the sediment that will be released through removal of the dam, in the second phase of the Project; and

WHEREAS, the City desires to undertake the Project to cut and remove a notch in the Dam in order to allow the gradual and natural flow of gravel and fine sediments downstream, excavate approximately 8,000 cubic yards of sediments (the **"Sediments"**) from the reservoir area above the Dam, transport, dispose and grade the Sediments at a location on real property located in the City of St. Helena, County of Napa, State of California (the **"Property"**), and owned by Spring Mountain Vineyards (**"SMV"**) as delineated and directed by SMV (the **"Sediment Disposal Area"**), and restore the area above the Dam to a natural creek channel with native riparian vegetation, and thereby provide approximately 1.7 miles of spawning and rearing habitat for steelhead and habitat connectivity for fish and other aquatic and riparian species along York Creek above and below the Dam; and

WHEREAS, a portion of York Creek downstream from the Dam is located on the Property and the Project anticipates, over time, the natural movement of impounded sediment material from above the Dam to an approximately one (1) mile stretch of sediment starved York Creek downstream from the Dam, including the portion of York Creek located on the Property; and

WHEREAS, implementation of the Project by City involves the construction and maintenance of up to thirty (30) sediment traps (**"Sediment Trap Facilities"**) within a portion of York Creek located on the Property (the **"Construction, Maintenance and Monitoring Areas"**), and the Construction, Maintenance and Monitoring Areas will be accessed by City via Spring Mountain Road and no portion of the Construction, Maintenance and Monitoring Areas will be accessed by City from any internal roadway on the Property; and

WHEREAS, the installation and construction of the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas is commonly referred to as **"Phase 1 of the Project"**, whereas the transportation, disposal and grading of the Sediments on the Sediment Disposal Area is a component of what is commonly referred to as **"Phase 2 of the Project"**; and

WHEREAS, upon completion of Phase 1 of the Project and Phase 2 of the Project, the City will be required to regularly survey and inspect the Sediment Trap Facilities, as well as the restored habitat from approximately 1400 feet upstream of the Dam within York Creek down to the Napa River, in accordance with the terms of the Geomorphic Monitoring and Adaptive Management Plan (the **"Monitoring Plan"**); and

WHEREAS, a portion of York Creek upstream of the Dam and subject to the terms of the Monitoring Plan is located on the Property (the **"Upstream Monitoring Area"**); and

WHEREAS, the City intends to construct the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas located on the Property; to transport, dispose and grade the Sediments on the Sediment Disposal Area located on the Property; to operate, monitor and maintain the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas in accordance with the Monitoring Plan; and to monitor the Upstream Monitoring Area located on the Property in accordance with the Monitoring Plan, and SMV has agreed to provide City with the right to utilize their Property for such purposes in accordance with the terms and conditions set forth in the Construction, Maintenance and Monitoring, Access And Sediment Disposal Agreement (the “**Agreement**”), attached to this Resolution as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, as more particularly set forth in the Agreement, the City is solely responsible for securing all necessary permits related to the design, construction, operation, monitoring and maintenance of all aspects of the Project, including the Sediment Trap Facilities and Sediment Disposal Work, from the Department of the Army, U.S. Army Corps of Engineers (“**Army Corps**”), United States Department of the Interior, Fish and Wildlife Service (“**USFWS**”), National Oceanic and Atmospheric Administration, National Marine Fisheries Service (“**NOAA**”), California Department of Fish & Wildlife (“**CDFW**”), San Francisco Bay Regional Water Quality Control Board (“**SFRWQCB**”), Napa County Resource Conservation District (“**RCD**”), and any other local, state or federal agency (collectively, the “**Regulatory Agencies**”); and

WHEREAS, on April 23, 2019, the City Council of the City of St. Helena approved the Addendum to the FEIR addressing modifications to the Project relating to the phasing of certain Project elements pursuant to the requirements of Sections 15162-16164 of the CEQA Guidelines; now, therefore, be it .

RESOLVED, that the City Council of the City of St. Helena hereby determines as follows:

1. The City Council has independently reviewed, analyzed and considered the FEIR and Addendum thereto, the staff report and all attachments thereto, as well as all written documentation and public comments thereto and approved said Addendum prior to considering approval of the Agreement and the modifications to the Project; and
2. The public interest and necessity require the Project; and
3. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and
4. The Construction, Maintenance and Monitoring Areas, Sediment Disposal Area and Upstream Monitoring Area described in the Agreement are necessary for the Project; and
5. The City has complied with the requirements of CEQA in connection with the approval and implementation of the Project, the procurement of permits from the Regulatory Agencies, and the approval of this Agreement.
6. The City Council hereby approves the Agreement and authorizes the City Manager to execute, enter into, and implement the terms of the Agreement on behalf of the City of St. Helena, in the form attached hereto as **Exhibit A**, together with such non-substantive changes thereto as may be agreed to and approved by the City Attorney

and City Manager, and take such further actions as are necessary and in furtherance of the Agreement and the Project; and

7. A Notice of Determination shall be filed by the Public Works Director or her designee with the County of Napa and the State Clearinghouse within five (5) working days of the City Council's approval of the Agreement and the modifications of the Project or as soon thereafter as possible.

APPROVED AND ADOPTED, by the City Council of the City of St. Helena at a Regular Meeting held on April 23, 2019 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafofoulous, City Clerk

CITY OF ST. HELENA**RESOLUTION NO. 2019-****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING THE UPPER YORK CREEK HABITAT RESTORATION PROJECT AND MODIFICATIONS TO THE PROJECT AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FINALIZE AND APPROVE THE PROJECT PLANS AND MANUAL FOR THE UPPER YORK CREEK HABITAT RESTORATION PROJECT AND TO SOLICIT PUBLIC BIDS FOR THE CONSTRUCTION THEREOF****RECITALS**

WHEREAS, the City of St. Helena (“**City**”) currently maintains the Upper York Creek Dam (the “**Dam**”), which facility was constructed in approximately 1900 along York Creek and acts as a barrier for fish and other aquatic organisms to access upstream habitat. The Dam restrains the natural and gradual flow of gravel and fine sediments produced by the watershed above the Dam, and the resulting accumulation of sediment deposits has filled the reservoir behind the Dam. Thus, the Dam is no longer used by City to provide water for the needs of its residents. Further, the Dam requires regular maintenance and these activities have resulted in several accidental discharges of large volumes of sediment that have proven catastrophic to fish and other aquatic organisms downstream of the Dam. Finally, the lack of gravel and sediment dispersal through natural and gradual hydraulic processes has negatively impacted habitat along York Creek; and

WHEREAS, in 2006, the City entered into a settlement agreement with the Department of Commerce National Oceanic and Atmospheric Administration to remove the Dam; and

WHEREAS, a Notice of Preparation for the Draft Environmental Impact Report (“**Draft EIR**”), which initiated the environmental review process for the Upper York Creek Habitat Restoration Project (“**Project**”) under the requirements of the California Environmental Quality Act (“**CEQA**”), was distributed to responsible agencies, interested parties, and the public on September 19, 2006, and the 30-day Draft EIR scoping comment period concluded in October 18, 2006; and

WHEREAS, the Draft EIR was prepared and circulated for public review from April 19, 2007 to November 14, 2007, and on April 28, 2015, the City Council of the City of St. Helena, by resolution, certified the Final Environmental Impact Report (“**FEIR**”) (State Clearinghouse #2006092096) for the Project (which included the Draft EIR), adopted CEQA findings, including a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Plan, and approved the Project; and

WHEREAS, subsequent to the certification of the FEIR and approval of the Project, City staff met and conferred with various state and federal regulatory permitting agencies in

pursuit of the additional permits required to construct and operate the Project, which, as requested by those agencies, resulted in the need to consider modifications to the Project and the timing of its implementation, specifically including securing access rights for and the construction of a series of sediment traps (up to 30) (the “**Sediment Trap Facilities**”) within York Creek below the existing Dam that will serve to capture some of naturally occurring sediments that will travel downstream after removal of the Dam; and

WHEREAS, on April 9, 2019, the City Council of the City of St. Helena approved the Addendum to the Final EIR addressing modifications to the Project relating to the phasing of certain Project elements described above pursuant to the requirements of Sections 15162 - 15164 of the CEQA Guidelines; and

WHEREAS, certain aspects of the Upper York Creek Habitat Restoration Project will occur on real property owned by Spring Mountain Vineyards (“**SMV**”), and the City and SMV have negotiated the terms and conditions of the Construction, Maintenance and Monitoring, Access and Sediment Disposal Agreement (the “**Agreement**”), which Agreement allows the City to carry out and implement the Project; and

WHEREAS, the City Council desires to undertake the Upper York Creek Habitat Restoration Project and City staff has prepared draft Project Plans for the Upper York Creek Habitat Restoration Project; now, therefore, be it

RESOLVED, that the City Council of the City of St. Helena hereby determines as follows:

1. The City Council has independently reviewed, analyzed and considered the FEIR and Addendum thereto, the staff report and all attachments thereto, as well as all written documentation and public comments thereto regarding the Project and approved said Addendum prior to considering approval of the Upper York Creek Habitat Restoration Project and the modifications to the Project; and
2. The City Council hereby approves the Upper York Creek Habitat Restoration Project and the modifications to the Project; and
3. The City Council hereby delegates to and authorizes the Public Works Director to finalize and approve the Project Plans and Manual for the Upper York Creek Habitat Restoration Project and to advertise and solicit public bids for the construction of the Upper York Creek Habitat Restoration Project.
4. A Notice of Determination shall be filed by the Public Works Director or her designee with the County of Napa and the State Clearinghouse within five (5) working days of the City Council’s approval of the Upper York Creek Habitat Restoration Project and the modifications to the Project or as soon thereafter as possible.

APPROVED AND ADOPTED, by the City Council of the City of St. Helena at a Regular Meeting held on April 23, 2019 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Koberstein: _____

Councilmember Chouteau: _____

Councilmember Knudsen: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulous, City Clerk



We Make a Difference

March 31, 2019

Erica Ahmann Smithies
Public Works Director
CITY OF ST. HELENA
1480 Main Street
St. Helena, CA 94574

**RE: ADDENDUM TO THE CERTIFIED FINAL EIR ADDRESSING MODIFICATIONS TO THE
UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT**

Dear Ms. Smithies,

Michael Baker International has reviewed the Upper York Creek Ecosystem Restoration Project Environmental Impact Report (EIR) (SCH# 2006092096) to determine the appropriate level of environmental review required under the California Environmental Quality Act (CEQA) as a result of any potential changes to the project that may have occurred since the certification of the Final EIR that was certified in April 2015. These changes include details that were added as a result of consultation with the various responsible agencies with respect to the permits required as part of the project approval process.

As documented below, we have determined that none of the conditions listed under Section 15162(a) of the CEQA Guidelines (Guidelines) has been met and, therefore, no additional environmental review (as described under Section 15162(b) of the Guidelines) is required. This review satisfies the scope for an EIR Addendum for the subject project under these Guidelines and, as allowed under Section 15164(c) of the Guidelines, this Addendum does not need to be circulated for public review but can be included in or attached to the certified Final EIR.

Specifically, the certified Final EIR included findings of fact, as described under Sections 15091 and 15092 of the Guidelines, that the City Council had "considered each significant, adverse environmental impact identified in the EIR" and adopted "the findings and conclusions regarding impacts and mitigation measures" that were set forth in the Final EIR. These included several potentially significant impacts that could be reduced to a less-than-significant level through the implementation of the adopted mitigation measures.

The resources that may experience potential impacts include: Aesthetics; Air Quality; Biological Resources (including potentially significant impacts on special status aquatic species downstream of the dam that could result from project construction that will be avoided or reduced to levels of insignificance by adopted mitigation measures); Geologic Resources; Global Climate Change; Hazardous Materials; Hydrology and Hydraulics; Transportation and Traffic; and Water Quality.

MTBAKERINTL.COM

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P: (916) 361-8384 F: (916) 361-1574

Erica Ahmann Smithies

Public Works Director

City of St. Helena

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The Final EIR included findings that the project could result in four *"potentially significant, unavoidable, adverse impacts,"* and that those impacts were acceptable based on a statement of overriding considerations adopted as allowed under Section 15093 of the Guidelines. These overriding considerations included recognition that the proposed project would create a number of intended benefits, as well as result in several incidental benefits, including recognition that *"although Project implementation would result in significant and unavoidable impacts, the City is required by NOAA's National Marine Fisheries Service [NMFS] to remove or alter the dam and by the California Department of Fish and Wildlife [CDFW] to ensure that no adverse environmental impacts occur during maintenance that may adversely affect listed and other aquatic species."* *Final Environmental Impact Report- Upper York Creek Ecosystem Restoration Project, Exhibit A CEQA Findings and Statement of Overriding Considerations* (April 28, 2015), 22.

In addition, the Final EIR noted that *"habitat restoration and improved habitat connectivity will benefit multiple aquatic and terrestrial species, including steelhead trout that are listed under the federal Endangered Species Act as threatened with loss of habitat and threats to their current range."* Finally, the statement of overriding considerations included recognition that *"improved sediment transport in York Creek is also a step toward restoring health to the Napa River, which is sediment starved at the confluence with York Creek."* Ibid.

Subsequent to the certification of the Final EIR, City staff met and conferred with the regulatory permitting agencies listed above, as well as the United States Fish and Wildlife Service (USFWS), United States Army Corps of Engineers (Corps), and San Francisco Regional Water Quality Control Board (Regional Board), to pursue the additional permits required from them to implement the project.

Based on impacts they observed following an unrelated dam removal project near the central coast, these regulatory agencies, especially the Regional Board, insisted that the installation of the sediment management measures identified as part of the City's adopted mitigation and monitoring plan (i.e., sediment retention basins/traps) be installed *prior* to the removal of the dam based on their reluctance to wait to see if downstream flooding became an issue before sediment management measures were implemented and thus required installation of the sediment traps at the outset of the project.

As a result, the timing of the implementation of the project's required sediment management mitigation measure was modified to require it to be implemented before removal of the dam,

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rather than afterwards based on the Regional Board's insistence and comments received on the City's 401 Water Quality Certification issued by the Regional Board. Thus, the project is to be conducted in two phases.

Phase 1 involves the construction of a series of sediment traps within York Creek below the existing dam to capture some of the sediment that will be released through removal of the dam. The installation of such sediment traps had already been included in the certified Final EIR and adopted mitigation and monitoring plan as a component of Mitigation Measure MM H&H-PA1 that was adopted to address significant and unavoidable Impact H&H-PA1, which recognized that sediment aggradation in lower York Creek associated with the removal of the dam may increase the frequency and severity of flooding. Phase 2 involves the removal of a portion of the dam to facilitate gradual sediment movement, excavation and disposal of approximately 8,000 cu/yds of sediment from behind the dam, as well as the remaining habitat restoration and improvement measures considered in the Final EIR. It is important to note that this is significantly less than the original estimate of material to be removed, which was 27,000 cubic yards.

PROJECT BACKGROUND

The Upper York Creek Ecosystem Restoration Project (Project) is sponsored by the City of St. Helena (City). Upper St. Helena Dam, also known as the Upper York Creek Dam (UYCD), is located approximately 1.5 miles upstream of the City of St. Helena on Spring Mountain Road. The dam was originally constructed in 1900, and over the past century the reservoir behind the dam has trapped the annual supply of gravel and fine sediments produced by the watershed above UYCD. Sediment accumulates in the reservoir at a rate of 1,000 to 5,000 cubic yards per year depending on the magnitude of winter storm events, which necessitates regular maintenance, including annual debris removal and periodic removal of accumulated sediment. Four documented incidents of accidental, catastrophic releases of fine sediment have occurred during such prior maintenance activities. These low-flow sediment discharges have resulted in mortality of fish and other aquatic organisms over the entire stretch of York Creek below the dam.

The Project involves the partial removal of Upper York Creek Dam with the overarching goal to restore fish passage and habitat connectivity for steelhead trout (*Oncorhynchus mykiss*), reduce potential for future downstream degradation through low-flow fine sediment releases and their associated fish kills, and allow for the restoration of approximately three acres of degraded riparian and aquatic habitat surrounding the dam and reservoir, including restoration of roughly two acres of native riparian forest.

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Additional project elements for habitat restoration have been developed through consultation with NMFS, USFWS, and CDFG. Other refinements to the project objectives have come through the Section 404 permitting process with the Corps and the terms of the Section 401 Water Quality Certification through the Regional Board.

Specific project objectives identified in the Final EIR include:

- **Improved fish passage and habitat connectivity.** The project will provide upstream passage to 1.7 miles of spawning and rearing habitat for steelhead and habitat connectivity for both anadromous and resident fish and for other aquatic and riparian species.
- **Reduced future downstream habitat degradation and fish kills.** The project will prevent potentially detrimental sediment releases during summer low-flow conditions that have caused fish and aquatic organism kills in the past. It will provide a permanent solution to prevent short-term aquatic habitat impairment associated with possible dam breach/failure.
- **Habitat restoration.** The project will restore approximately three acres of degraded riparian and aquatic habitat in the existing upper dam and reservoir area. Restoration of natural sediment transport processes will occur through the project site, with potential habitat improvement occurring in downstream reaches of York Creek and the Napa River. Areas of the project site disturbed during construction activities will be revegetated with a palette of multistory native plants. A diversity of habitats for aquatic, riparian, and terrestrial animals will be enhanced.

In 2006, the Corps conducted a feasibility study for the removal and/or modification of UYCD, in which several approaches to project design were analyzed at a conceptual level. Three alternatives were selected by the Corps and the City for further development during the feasibility analysis:

- Alternative 1: Remove the dam completely to create hydrologic connectivity and build a support structure for slope stability.
- Alternative 2: Modify (notch) the dam to streambed level to create hydrologic connectivity.
- Alternative 3: Modify (notch) the dam partway and build a fish ladder.

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Alternative 2 was subsequently split into two possibilities: Alternative 2A, a large notch in the dam that allowed for some of the natural floodplain for the creek to be restored through the dam removal area; and Alternative 2B, a small notch in the dam that contained a 23-foot-wide channel without a floodplain. After subsequent investigation, Alternative 2A was dropped from additional analysis because it cost more than Alternative 2B and offered no additional ecological benefit.

PRIOR CEQA ANALYSIS

The Notice of Preparation (NOP) for the Draft Environmental Impact Report (Draft EIR), which initiated the environmental review process for the Project (State Clearinghouse #2006092096) under the requirements of the California Environmental Quality Act (CEQA), was distributed to responsible agencies, interested parties, and the public on September 19, 2006.

The 30-day Draft EIR scoping comment period initiated by the NOP was from September 19, 2006 to October 18, 2006. The Draft EIR was subsequently prepared and circulated for public review from April 19, 2007 to November 14, 2007. The initial public review period was set to close on June 4, 2007. In order to obtain more public participation, the City extended the public comment period four times to November 14, 2007.

The Final Environmental Impact Report (Final EIR) was then prepared, which included a summary of the Draft EIR, responses to the comments received during the extended Draft EIR public review period, as well as minor technical revisions and appendices prepared and added to address the comments. A total of four publicly noticed meetings were held by the U.S. Army Corps of Engineers and/or the City at either the City of St. Helena public library or the City's fire department public meeting room. The Corps Civil Branch hosted a public scoping meeting in September of 2006, and the City held three public meetings in 2007.

In preparing the Draft EIR, the City considered three action alternatives and a No Project Alternative that would require on-going dredging of materials from behind the dam as done historically as needed to address excessive sediment accumulation. A No Project Alternative that would have allowed no maintenance or sediment removal was considered infeasible due to regulatory requirements imposed on the City by California Department of Fish and Wildlife (CDFW), as well as the City's acknowledgement that no maintenance could result in future sediment spills and impacts on sensitive downstream aquatic habitat.

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Table 1 compares the objectives and constraints associated with each alternative that was considered in the DEIR.

Table 1. Comparison of Objectives Met in Relation to Each Alternative

Alternative	Objectives				Constraint
	Improve aquatic passage	Provide natural sediment transport	Reduce future downstream fish kills and habitat degradation	Habitat restoration	Slope stability
No Project	No	No	Somewhat	No	No change
Small Notch	Yes. Equivalent to natural up- and downstream conditions	Yes	Eliminates threat of sediment spill	2.0 acres of restored riparian habitat and 1.5 miles of restored creek in historic channel	Requires road reinforcement measures
Full Removal	Yes. Equivalent to natural up- and downstream conditions	Yes	Eliminates threat of sediment spill	2.2 acres of restored riparian habitat and 1.5 miles of restored creek in historic channel	Requires highest level of road reinforcement
Fish Ladder	Yes for 65%-95% of adults when sufficient flow is present but would continue to be complete barrier for juveniles and	Limited, ladder function is dependent on regular maintenance	Eliminates threat of sediment spill	2.0 acres of restored riparian habitat & 1.9 miles of reconstructed channel 10-12 feet above original channel upstream of	No change

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Alternative	Objectives				Constraint
	Improve aquatic passage	Provide natural sediment transport	Reduce future downstream fish kills and habitat degradation	Habitat restoration	Slope stability
	other aquatic organisms			dam	

The Final EIR determined the Small Notch Alternative was the “preferred and environmentally superior alternative.” According to the Final EIR, *“the Small Notch Alternative was determined to be environmentally superior because it would result in the highest levels of ecosystem restoration and protection, while providing for greater stability for Spring Mountain Road. Beneficial environmental effects of the Small Notch Alternative include restored access to 1.5 miles of high-quality habitat for steelhead trout; restored habitat connectivity and unimpeded migration for aquatic and terrestrial organisms; elimination of the threat of harmful low-flow fine sediment releases; and reestablished natural sediment transport processes to improve in-stream habitat in York Creek and the Napa River. Long-term, significant, adverse impacts of the Small Notch Alternative would be reduction in the water surface area of LYCR, modification of an historic structure, and potential increase in the frequency and severity of flooding in lower York Creek. Further, construction activities may result in local, short-term, significant impacts on aesthetics and noise; these impacts would occur under all four of the alternatives, including No Project.”* Final EIR- Upper York Creek Ecosystem Restoration Project (April 28, 2015), 2-4.

One of the key issues considered in the Final EIR and subsequent resource agency permitting discussions is the stability of Spring Mountain Road. Spring Mountain Road is an important transportation link between Sonoma County and the Napa Valley that is sited on a landslide immediately adjacent to the dam and spillway. Currently, the existing spillway structure and dam embankment help support the road and stabilize the adjacent landslide. Maintaining the stability of Spring Mountain Road at this location is a mandatory design constraint and is a key component to the implementation of the preferred alternative.

A Mitigation Monitoring and Reporting Plan (MMRP) was prepared and adopted together with the certification of the Final EIR, which included the mitigation measures from the Final EIR and is intended to avoid and minimize environmental impacts to the extent feasible during Project construction and operation. Despite these attempts, approval of and proceeding with the

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Project's Small Notch Alternative will result in four significant and unavoidable impacts even after implementation of the mitigation measures incorporated into the MMRP.

The significant and unavoidable impacts and the associated mitigation measures reported in the Final EIR are summarized and listed below. Note: two additional significant and unavoidable impacts were identified as only being associated with the No Project Alternative: Biological Resources (BIO-NP1) and Global Climate Change (GCC-NP1).

- **Aesthetics (AES-NP4):** Placement of materials along the shore of the lower reservoir may result in a change in water surface area as viewed from adjacent roads and areas above the reservoir. In order to mitigate for this impact, the Project proposes to install native vegetation in the disturbed areas.
- **Cultural Resources (CUL-PA1):** Removal of the Upper York Creek Dam and associated structures would have a significant adverse impact on the historic feeling, design, and association of a resource considered eligible for listing in the National Register of Historic Places and the California Register of Historic Resources. As mitigation, the Project will provide graphic and written documentation of the dam's significance on the City's website and displayed in a City building.
- **Hydrology & Hydraulics (H&H-PA1):** Sediment aggradation in Lower York Creek may increase the frequency and severity of flooding. Required mitigation is implementation of a channel monitoring program, causative factors analysis, and a sediment management mitigation program (including sediment retention basis) to improve channel capacity and promote sediment transport.
- **Noise (NOI-NP2):** Maintenance or construction activities would temporarily increase noise at the dam and disposal sites. Required mitigation will ensure work during daylight hours only and efforts to efficiently schedule construction activities to limit impacts on neighbors.

As noted, the Final EIR identified several potentially significant impacts that could not be reduced to a less-than-significant level, even with the implementation of the adopted mitigation measures (**MM**). These included: impacts to Aesthetics (Impact AES-NP4; **MM AES-NP4**); Cultural Resources (Impact CUL-PA1; **MM CUL-PA1**); Hydrology and Hydraulics (Impact H&H-PA1; **MM H&H-PA1**); and Noise (Impact NOI-NP2; **MM NOI-NP2**).

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On April 28, 2015, the City Council of the City of St. Helena, by resolution, certified the Final EIR for the Upper York Creek Ecosystem Restoration Project, which included the DEIR, specific findings, a statement of overriding considerations, and the adoption of a mitigation and monitoring plan requiring implementation of all mitigation measures identified in the Final EIR.

The City also determined that the Small Notch Alternative 2B was the *"preferred and environmentally superior alternative,"* and that *"specific economic, social, environmental, technological, legal or other considerations make infeasible the other alternatives to the Project and justify approval of the Small Notch Alternative 2B as the project despite remaining impacts, as more fully discussed in the Statement of Overriding Considerations."*

Consistent with Guidelines Section 15090(a), the City certified that: (1) the Final EIR had been completed in compliance with CEQA; (2) the Final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; and (3) the Final EIR reflected the lead agency's independent judgment and analysis.

MODIFICATIONS TO THE APPROVED PROJECT

The Upper York Creek Ecosystem Restoration Project proposes to restore the ecological connectivity between habitats upstream and downstream of UYCD and provide for natural sediment transport. Steelhead migration would be restored to the level provided by the natural channels above and below the dam. The project would completely remove the inactive spillway and dam embankment to the approximate bedrock elevation. The Project originally proposed the removal of the constructed dam and selected excavation of approximately 14,000 cubic yards of sediment to facilitate the natural movement of currently impounded sediment material to a one-mile stretch of currently sediment-starved creek below the dam. The consultation and negotiation process with the regulatory agencies resulted in modifications to the Project, and the City now anticipates removal of only 8,000 cubic yards (cy) of sediment, with the remaining material stabilized behind what is left of the existing dam.

As noted previously, as part of their consideration and issuance of the additional permits needed to construct and implement the project, the regulatory agencies have required that the Final EIR's mitigation measure MM H&H-PA1 be implemented at the outset of project implementation to help capture sediment released during the removal of the dam, and to reduce the risk of flooding.

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Public Works Director

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Specifically, the Consultation History included in the Biological Opinion (BO) issued by the United States Fish and Wildlife Service (USFWS or "Service") on August 21, 2018, noted that on March 14, 2018, *"The Corps, SFRWQCB, NMFS, City of St Helena, Michael Baker International, and the Service agreed to separate the upstream and downstream portions of the proposed project into two separate permits in order to expedite the installation of sediment traps downstream of the dam (Phase 1)... prior to dam removal (Phase 2). (USFWS 2018)*

PHASE 1

As described in the Draft Basis of Design Report (MBI, 2019) (Attachment 1), Phase 1 will include construction of up to 30 sediment traps in the section of the creek immediately downstream of the dam. This section of York Creek is located on private property and therefore the City is negotiating rights of access to York Creek with the property owner, Spring Mountain Vineyard (SMV), to undertake Phase 1 activities. The City will access the section of York Creek located on the SMV property from various access points off of the public right of way, Spring Mountain Road, in order to get to the sections of the creek where the sediment traps are to be installed. The purpose of the sediment traps will be to capture the impounded sediment when released downstream from Phase 2 dam removal activities, and thus to provide hydraulic control at high flow during periods of active bedload sediment transport, thereby slowing flow velocities and generating depositional conditions upstream of each structure.

The sediment traps will entail large wood structures placed in the stream, and each is expected to capture a maximum of 25 to 50 cubic yards of sediment, and their utility will be monitored and maintained over a ten-year period pursuant to a Geomorphic Monitoring and Adaptive Management Plan (GMAMP). The sediment traps are proposed to be installed in an incised reach of York Creek where no flooding to adjacent infrastructure would result from increased sediment deposition.

The structures will consist of timber material recovered from off-site areas and stored and staged at a designated location on SMV's property adjacent to Spring Mountain Road. The timber material would be placed on top of the channel bed and banks with minimal excavation. Upland vegetation will likely be removed from the SMV property during construction activities from the access points off of Spring Mountain Road down to York Creek. Specific details regarding construction of the sediment traps, as well as the monitoring and maintenance program details, are found in the attached Draft Basis of Design Report.

For example, the Section 401 Water Quality Certification and Order issued by the Regional Board in July 2018 for Phase 1 noted that the Project could result in temporary impacts to 0.41 acre (1,292 linear feet) of York Creek. As a result, in addition to the mitigation measures required by

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the Final EIR/MMRP, the Regional Board required the City to implement best management practices (BMPs) to "avoid and minimize temporary impacts" from installation of the sediment traps, which are designed to *"enhance fish habitat by capturing sediment following the removal of the York Creek Dam."* (SFRWCB 2018) In addition, the BO issued by the USFWS concluded *"the proposed project is not likely to adversely affect the northern spotted owl because... no suitable nest trees for the northern spotted owl will be removed by the proposed project."* (USFWS 2018)

The sediment trap structures are not intended to provide grade control for the channel thalweg at low to moderate flows. They are intended to provide hydraulic control at high flow during periods of active bedload sediment transport, thereby slowing flow velocities and generating depositional conditions upstream from the structure, primarily along the channel margins. Originally, up to 38 of these sediment traps were suggested by the Regional Board, but the Regional Board reduced the number of required sediment traps to a maximum of 30 to avoid construction in sensitive areas of the stream channel.

PHASE 2

Phase 2 implements the Small Notch Alternative 2B, which was identified as the environmentally superior alternative in the Final EIR. According to the Draft Basis of Design Report, Phase 2 will include: *"fill of the inactive spillway, construction of a 20-foot notch through the dam embankment to the approximate bedrock elevation, removal of approximately 8,000 cy of sediment behind the dam, channel grading, and stabilization and protection of Spring Mountain Road."* The dam height will be approximately 46-feet high at the dam embankment.

A rock "wing wall" will be constructed on each side of the channel so that the side slopes will be supported, and the streambank rock wall will be placed at the 10-year channel depth. A maximum 6% longitudinal channel slope will be maintained through the dam notch and will extend approximately 300 feet upstream. If the existing bedrock at the natural creek bottom is greater than a 6% slope, then a rock weir will be constructed downstream of the dam and engineered fill will be placed upstream to obtain a slope of 5% (+/- 1%).

The walls will be cleared and grubbed; boulders recovered during excavation (and from an existing pile approximately 600 linear feet above the dam) will be placed along the channel to promote natural movement and creation of structure through the project reach. Upstream of the dam, the project will include restoration of a total of approximately 3.0 acres, including 0.5 acre of aquatic and riparian habitat through the removal of invasive species. Spawning and rearing habitat would be naturally created for steelhead through natural processes over a 5- to 10-year interval.

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Additional on-site grading activities may be employed where necessary to augment natural processes in establishing habitat structures. A mitigation and monitoring plan will be established to identify the corrective actions necessary to facilitate fish passage where natural processes have created impediments to their passage. These corrective actions will include grading, sediment removal, erosion control, and bank stabilization. A detailed discussion of the habitat restoration is found in the *Phase 2- Upper York Creek Ecosystem Restoration Project Biological Assessment* (MBI, October 2018 and revised February 2019).

LEGAL STANDARDS

CEQA Guidelines Section 15162 addresses the limited circumstances when supplemental environmental review is required for a project after the project has been approved pursuant to a certified EIR or adopted Negative Declaration. CEQA Guidelines Section 15162 states:

- (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
 - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

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- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
- (b) If changes to a project or its circumstances occur, or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.
- (c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.
- (d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.

Section 15164 of the CEQA Guidelines further clarifies when a subsequent or supplemental EIR is not required. The section states:

- (a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
- (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

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Public Works Director

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- (d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

In sum, CEQA Guidelines Section 15162 only requires a subsequent environmental document when an additional discretionary project approval is required and project changes, changes in the circumstances regarding or new information pertaining to the project require major revisions to the previously certified EIR to address new significant environmental effects or a substantial increase in the severity of significant effects identified in the original environmental document. The analysis below evaluates the potential for changes to the project or its circumstances that result in new significant environmental effects or a substantial increase in the severity of significant effects identified in the previously certified Final EIR.

ANALYSIS OF EFFECTS

CONSTRUCTION IMPACTS

The Final EIR addressed the construction-related impacts of the project and included several mitigation measures (i.e. Mitigation AIR-PA1; BIO-PA1 through BIO-PA10; CUL-PA1; GEO-PA1; GGC-PA1; HAZ-PA1; H&H-PA2; TRA-PA2) to reduce these impacts to the extent feasible. Perhaps most pertinent here, the Final EIR analyzed potentially significant impacts on special status aquatic species downstream of the dam that could result from project construction and developed mitigation measures (i.e. Mitigation BIO-PA1 through BIO-PA3) to avoid or reduce any such impact to levels of insignificance that were included in the MMRP adopted by the City when the Final EIR was certified and project originally approved.

Similarly, mitigation measures were developed to avoid or reduce construction related impacts to special-status and common bat species (Mitigation BIO-PA4), nesting birds (Mitigation BIO-PA5), and terrestrial wildlife species (Mitigation BIO-PA6). Further, the Final EIR acknowledged that construction activities will result in significant ground disturbance and removal of special-status plant species, wetland and riparian vegetation, as well as native and non-native upland vegetation from around the Upper York Creek Reservoir and upland areas (including around SMV property), and likewise developed mitigation measures (i.e., Mitigation BIO-PA8 through BIO-PA10) to avoid or reduce any such impact to levels of insignificance that were included in the MMRP adopted by the City.

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The project as modified would be required to comply with all applicable mitigation measures adopted and imposed as part of certification of the Final EIR and original project approval. Construction impacts related to the modifications both upstream and downstream of the dam, as well as improvements and future maintenance downstream of the dam would be consistent with the findings made regarding the Final EIR. For that reason, construction impacts of both phases of the project as currently proposed would be the same as those identified in the Final EIR and mitigated in the MMRP except that because less sediment would be removed from upstream of the dam, there would be less construction activity and thus less severe impacts associated with the removal and disposal of that sediment.

OPERATIONAL IMPACTS

As described in the Final EIR, sediment to be transported downstream following dam removal could result in sediment accumulation in the lower reaches of York Creek, which could reduce channel capacity and increase local flood hazards downstream. In addition, the additional sediment could increase the concentration of suspended sediment downstream of the dam, which could negatively affect special-status species, specifically steelhead. This impact will likely be reduced as a result of the modifications made to the Project.

Potential Flood Effects

Stillwater Sciences (2017) performed DREAM-2 sediment transport modeling for York Creek using a range of potential sediment transport scenarios. Modeling results indicated that sediment deposition downstream of Highway 29 is a short-term, transient phenomenon that generally lasts for a few weeks under a condition where there is reasonably high flow in the creek (approximately 250 cubic feet per second, corresponding to approximately a 1.5-year event). For extremely high flow events, such as 50-year or 100-year flows, it can be expected that the sediment pulse resulting from dam removal would have been flushed out of the system by the time the flood reaches its peak. In either of these scenarios; however, there could be some channel aggradation that could increase water surface levels.

The Final EIR disclosed that portions of Lower York Creek through the City have existing flood hazards, with limited areas downstream of Highway 29 regularly experiencing overbank flooding, including a 2005 storm that caused extensive flood damage to wineries, vineyards, and the Culinary Institute of America's dormitories. The Final EIR also acknowledged the potential for sediment aggradation in York Creek that could increase the frequency and severity of flooding (Impact H&H PA-1).

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The Final EIR further determined that temporary, localized changes in existing flood heights and locations may occur and that this impact was significant and unavoidable. This has been confirmed by recent hydraulic modeling, which looked at various aggradation scenarios.

While the project as modified would result in the potential for channel aggradation that could increase water surface levels downstream of the dam, it would likely be a single event of short duration. Therefore, because the potential for future sediment aggradation in lower York Creek that could affect flooding was considered in the Final EIR and the project as modified would not result in long-term changes related to aggradation and flooding, there would be no new significant environmental effects, nor would there be a substantial increase in the severity of previously identified significant effects. Therefore, no additional analysis related to sediment aggradation or flooding is required.

Potential Effects on Steelhead

Steelhead can exhibit anadromous life history strategies, where juveniles rear in freshwater rivers and creeks, smolts migrate to the ocean where they mature to adults, and adults return to freshwater rivers and creeks to spawn. Steelhead can also exhibit a resident life history, where rearing, maturing, and spawning all occur in fresh water.

Upper Creek York Dam forms a barrier to upstream fish migration, which has resulted in a distinct resident population in the upper portion of the watershed and an anadromous and resident population downstream of the dam (Stillwater Sciences, 2018). Stillwater Sciences conducted suspended sediment modeling to simulate sediment transport and concentration scenarios following dam removal. Because the concentration of suspended sediment varies with hydrology, varying hydrologic scenarios, including dry, median, and wet water years, were analyzed to determine the effects on each life stage of steelhead, including adults, juveniles, and eggs/alevins.

Stillwater Sciences found that steelhead in the Napa River watershed are adapted to periods of high suspended sediment, and the wide spatial distribution of steelhead in the watershed means that most of the population will avoid any impacts of suspended sediment concentrations by remaining in York Creek upstream of the dam, in other tributaries to the Napa River, or within the mainstem where suspended sediment concentrations are anticipated to be less. Thus, while the mobile life history stages of steelhead could be affected by increased suspended sediment, by migrating to areas of lesser concentrations, the fish would be able to avoid peak suspended sediment concentration exposure and the effects would be sublethal.

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Incidents of accidental, catastrophic releases of fine sediment have occurred during maintenance activities under existing conditions, which have resulted in mortality of fish and other aquatic organisms over the entire stretch of York Creek below the dam. The Final EIR disclosed the potential for incidental take of aquatic species, including steelhead, through direct disturbance, displacement, and/or mortality, which was identified in the Final EIR (Impact BIO-PA2) as an adverse short-term effect. These findings from the Final EIR are consistent with the potential impact of the proposed project modifications.

As discussed above, the project as modified would include installation of up to 30 sediment traps at the outset of the project that are expected to capture from 25 to 50 cubic yards each of impounded sediment from upstream of the dam, which, in the long term, would provide improved fish spawning and rearing habitat in the creek. Further, based on their experience with similar projects, Stillwater Sciences found that steelhead recolonization throughout York Creek, including upstream of the dam, would occur rapidly after dam removal.

Stillwater Sciences estimated that initial recolonization upstream of the dam could occur within months of dam removal, and recolonization of anadromous adults would be anticipated within no more than a year—either during the year of cofferdam breaching or the following migration season. For these reasons, Stillwater Sciences (2018) concluded there would not be a substantial adverse effect on steelhead either in the short and long term. This is consistent with the findings in the Final EIR, and no further analysis related to steelhead is required.

The Biological Opinion (BO) issued for the Project by NMFS in 2016 states: *"NMFS concludes that the RC and Corps' proposed action is not likely to jeopardize the continued existence of threatened CCC steelhead, S-CCC steelhead, NC steelhead, CC Chinook and endangered coho salmon, or adversely modify or destroy designated critical habitats for listed salmonids and, therefore, an incidental take statement is included with this BO."* (NMFS 2016) This BO is still valid for the Project as modified.

Potential Effects on Foothill Yellow-Legged Frog

Stillwater Sciences conducted habitat assessment and focused surveys following established protocols for FYLF in the fall of 2017 and 2018, and while there is suitable habitat in the survey area, FYLF was not detected during either survey, and their report noted: *"to date, no foothill yellow-legged frogs have been documented in the area."* (Stillwater 2018). However, because there is FYLF habitat present on the project site, the presence of FYLF was assumed and considered in the DEIR and Final EIR.

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Consistent with mitigation requirements in the Final EIR, the project also requires that a qualified biologist conduct a pre-construction survey for FYLF 48 hours prior to construction activities. The biologist will survey for all applicable life stage (eggs, larvae, adults) and document survey results in a letter report that will be submitted to CDFW. In addition, a qualified biological monitor will be on-site during all construction activities in York Creek and associated riparian habitat to ensure that no individuals of FYLF are harmed during the construction.

With these requirements incorporated into project construction procedures, impacts on FYLF would be less than significant and consistent with the conclusions in the Final EIR, and the City filed an application with CDFW for a Section 2081 Incidental Take Permit and Stream Alteration Agreement for Phases 1 and 2.

Potential Effects on California Red-Legged Frog

The Biological Opinion (BO) issued in August 2018 for Phase 1 of the Project by the USFWS concluded that the Project was *"not likely to jeopardize the continued existence of the California red-legged frog."* Part of the reasoning for the issuance of the BO was that *"the installation of the sediment traps will enhance aquatic habitat within the action area in the long-term by reducing turbidity, increasing instream habitat complexity, increasing the amount of large woody debris, and creating additional wetted areas along the stream channel."* (USFWS, 2018)

Potential Effects on Northern Spotted Owl

Based on biological resource surveys conducted by Michael Baker International on May 15, 2017, for the project area upstream of the dam, and on November 28 and 29, 2017, for the project area downstream of the dam, the project site primarily consists of mixed evergreen forest with a canopy dominated by Douglas fir (*Pseudotsuga menziesii*), a subcanopy including tanoak (*Notholithocarpus densiflorus*), big leaf maple (*Acer macrophyllum*), madrone (*Arbutus menziesii*), coast live oak (*Quercus agrifolia*), California black oak (*Q. kelloggii*), and California bay laurel (*Umbellularia californica*), and a mixed understory of shrubs, ferns, and forbs. Redwood forest vegetation is prevalent on the surrounding steep slopes.

These forests, particularly the old-growth redwood forest, are suitable to support nesting, roosting, and foraging habitat for the NSO. However, based on these surveys no NSO nests were identified on the project site and the nearest known activity center (frequently returned to nesting or roosting location) was recorded in 2008 just over one mile to the west upstream of the same York Creek drainage system, with the nearest multiple positive sightings from 2000 to 2005 approximately 0.5 mile to the west. In sum, NSO may forage in the area in or surrounding the project site, although they have not been known to do so.

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To ensure that no individuals are negatively affected by tree removal, the project would be required to implement Final EIR Mitigation Measure BIO-PA5 (Incorporating Mitigation Measure BIO-N7), which encourages construction activities to occur outside of the critical breeding period. If active nests or behavior indicative of nesting birds are encountered, a 250-foot buffer designated by the biologist would be required and on-going construction monitoring will occur to monitor nesting activity within the project area.

The 2018 BO states: *The Service concurs that the proposed project is not likely to adversely affect the northern spotted owl because:*

1. Prior to work being conducted within or near suitable northern spotted owl habitat, no sooner than one week prior to construction, a pre-construction survey shall be conducted within 0.2 mile of the proposed project;
2. A 0.25-mile buffer shall be maintained from northern spotted owl nest sites, if present;
3. Work with heavy equipment within 0.25 mile of suitable habitat for the northern spotted owl shall not occur during the northern spotted owl's breeding season (February 1- July 31) unless surveys determine that suitable habitat is unoccupied;
4. No suitable nest trees for the northern spotted owl will be removed by the proposed project;
5. Northern spotted owl foraging activities will not be affected because work will be restricted to the daytime avoiding the time period at night when most northern spotted owls hunt;
6. Phytosanitary best management practices (BMPs) will be implemented following the guidelines developed by the Working Group for Phytophthoras in Native Habitats (2016) to prevent the introduction and spread of exotic *Phytophthora* species, a plant pathogen that threatens northern spotted owl nest trees;
7. Prior to the acquisition of timber material recovered from off-site areas for the installation of sediment traps, all wood to be installed as part of the proposed project shall be inspected to ensure none is contaminated with exotic *Phytophthora* species; and (8) newly arrived timber, all equipment, vehicles, and boots, etc. shall be cleaned and sanitized prior to each day entering the proposed project site to prevent the introduction and spread of exotic *Phytophthora* species. (USFWS 2018)

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CONCLUSION

Based on the above analysis, it is my professional opinion that the Project as modified would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the Final EIR. The modifications to the Project that have been described herein do not meet the conditions required under CEQA Section 15162(a). As a result, this Addendum meets the requirements under Section 15164 of the CEQA Guidelines, and no additional environmental analysis is necessary because no major revisions to the Final EIR are required to address the project modifications. Please contact me at (916) 660-6683 or at john.moynier@mbakerintl.com with any questions regarding the level of analysis for the Project.

Sincerely,



John Moynier, CEP, CFM
Michael Baker International

Erica Ahmann Smithies

Public Works Director

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UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT DAM REMOVAL, CHANNEL RESTORATION, AQUATIC HABITAT ENHANCEMENT PROJECT

City of St. Helena, Napa County, California

BASIS OF DESIGN REPORT

February 2019

Prepared for:



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Prepared by:

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Basis of Design Report*

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Appendix B – Hydraulic Analysis

Appendix C – Upper York Creek Dam Removal Sediment Transport Modeling Report (Stillwater Sciences)

Appendix D – Phase 1 Basis of Design Report (Stillwater Sciences)

Appendix E – Phase 1 Design Plans (Michael Baker International)

Appendix F – Phase 2 Concept Plans

1 Introduction

The following report represents the basis of design for the development of the Upper York Creek Ecosystem Restoration Project prepared for the City of St. Helena. The project site is located within the Outer North Coast Ranges in unincorporated Napa County, west of the City of St. Helena, California. It is centered near 38°30'50" N, 122°30'10" W, and depicted in the southwest ¼ of Section 26, Range 6 West, Township 8 North, of the U.S. Geological Survey (USGS) Calistoga, California 7.5-minute topographic quadrangle map.

Specifically, the project site is located immediately adjacent to Spring Mountain Road, approximately 0.7-mile southwest of State Route 29 (SR 29) and approximately 0.7-mile northwest of the City of St. Helena limits, which is immediately surrounded by undeveloped, forested land and several vineyards within a few hundred feet in all directions. Napa River runs north to south on the east side of the City, and several of its tributaries flow through the City eastward from the hills of the Mayacamas Mountains. The primary project site is on York Creek, which is one of these tributaries. The proposed project location is shown on Figure 1-1.

The purpose of this report is to develop a comprehensive and technically-based design for the Upper York Creek Dam (UYCD, also known as the Upper St. Helena Dam) Removal. The report will assess the conditions of the existing natural channel including; hydrology, hydraulics, and support the design of the recommended channel restoration improvements.

The project will be implemented in accordance with the permit approvals and input provided from the California Department of Fish and Wildlife (CDFW), US Fish and Wildlife Service (USFWS), Regional Water Quality Control Board and the U.S. Army Corps of Engineers (Corps).

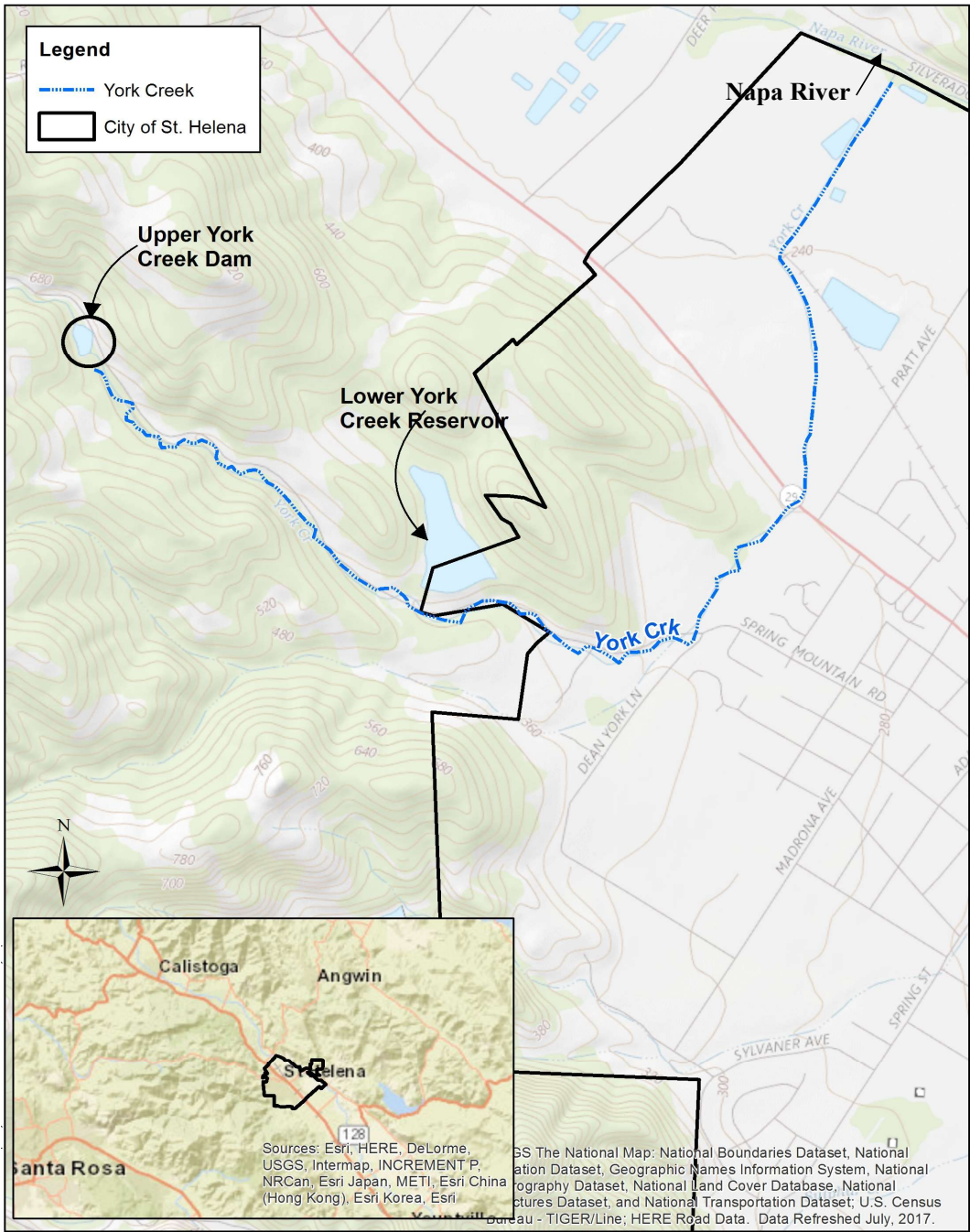


Figure 1-1: Project Location

1.1 Background

York Creek extends approximately 7.24 miles from its headwaters to its confluence with the Napa River (Corps 2006b). It descends steeply over the first portion of its range then flattens out as it crosses the floodplain of the Napa River. It drains a watershed of approximately 4.4 square miles. At the site of the upper dam and reservoir, York Creek traverses a steep valley cut from serpentinite and sheared shale. Vegetation is a mixture of redwood forest, mixed evergreen forest, riparian woodland, foothill pine-oak woodland, freshwater wetland, non-native grassland, vineyards, and ruderal areas. Figure 1-2 shows a picture of the existing creek downstream of the dam. According to the Napa County Resource Conservation District (NCRCD), York Creek is one of the most significant spawning and rearing streams in the Napa River watershed for Central California Coast ESU steelhead, which are listed as threatened under the federal Endangered Species Act. The creek has been designated as critical habitat for steelhead by NOAA Fisheries Service. The Napa River watershed is considered one of the key anadromous fish streams within the San Francisco Bay (NCRCD 2005).



Figure 1-2: York Creek below the Upper York Creek Dam (Date: 5/4/17)

York Creek was first dammed in 1871. The Upper York Creek dam was built upstream of the original reservoir in 1900 to extend the City's water delivery system to match its expanding development (Eastman 2003). In 1933, a new concrete overflow spillway was added along the eastern edge of the reservoir and dam immediately adjacent to Spring Mountain Road, the standpipe outlet was installed, and other incidental modifications were made.

The dam is a total barrier to fish passage. The reservoir behind the dam is full of sediment (approximately 28,000 cubic yards, essentially eliminating any water storage capacity) and is no longer used to provide water for the City's needs. The dam itself contains approximately 12,000 cubic yards of material. (Corps 2006a). Figure 1-3 shows the sediment accumulation behind the dam.



Figure 1-3: Sediment Accumulation from just Upstream of the Existing Spillway (Date: 2/27/17)

On July 28, 1992, during routine maintenance of the reservoir outlet, there was an accidental sediment discharge downstream of the dam. This significant release resulted in a silt discharge within the streambed from the face of the dam to York Creek's confluence with the Napa River.

The depth of the silt varied from heavy deposits (up to 18 inches) just below the dam and continuing downstream for about 0.5 miles, gradually thinning until only a light covering of fine silt was deposited at the confluence with the Napa River. According to a CDFG letter dated July 30, 1992, this sediment release was the fourth since 1965. In each incidence, "dense anaerobic sediments, high in toxic hydrogen sulfide, were released from the dam and deposited in pools and riffle areas downstream, quickly suffocating and burying all fish and aquatic invertebrates within a mile or more of the dam."

After this discharge, CDFG filed a complaint with the Napa County District Attorney. In September of 1992, CDFG and the City concluded that the City should remove the existing earthen dam structure on York Creek. An agreement was signed obligating the City to remove the dam, stabilize silt, remove silt that had filtered downstream, and take certain precautions to preserve the stability and natural character of the area.

Figure 1-4 shows the downside slope of the existing dam with the outlet pipe. Figure 1-5 shows the top of the Upper York Creek Dam and spillway with the access bridge.



Figure 1-4: Downslope Side of the Upper York Creek Dam Showing the Outlet at the Base of the Dam (Date: 10/9/18)



Figure 1-5: The Existing Condition of the Top of Upper York Creek Dam and Spillway with the Access Bridge Shown (Date: 10/9/18)

1.2 Project Description

The overall York Creek Ecosystem Restoration Project proposes to restore the ecological connectivity between habitats upstream and downstream of the Upper York Creek Dam (UYCD) and provide for natural sediment transport. Steelhead migration would be restored to the level provided by the natural channels above and below the dam. The project will be accomplished in two Phases: Phase 1 includes installation of the sediment traps downstream of the existing dam (Figure 1-6); Phase 2 includes the notching of the dam and the restoration of the habitat upstream of the existing dam.

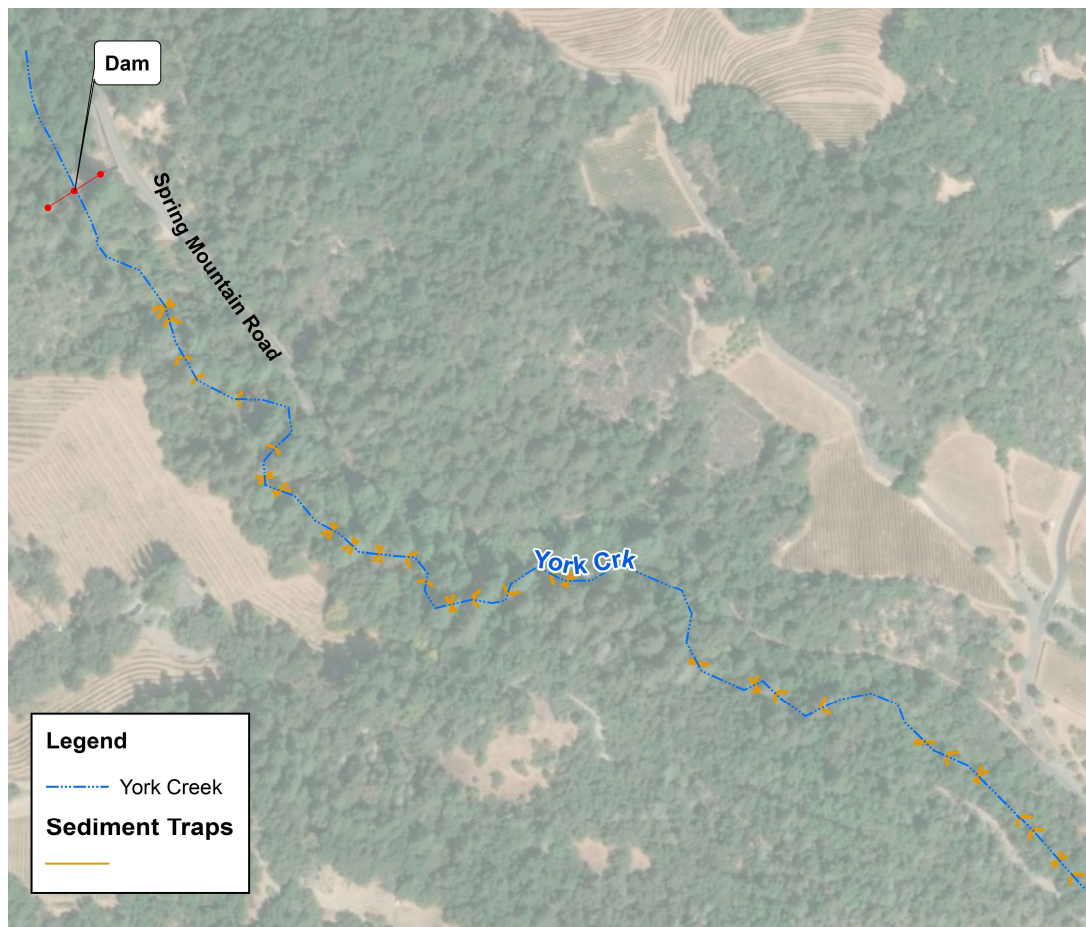
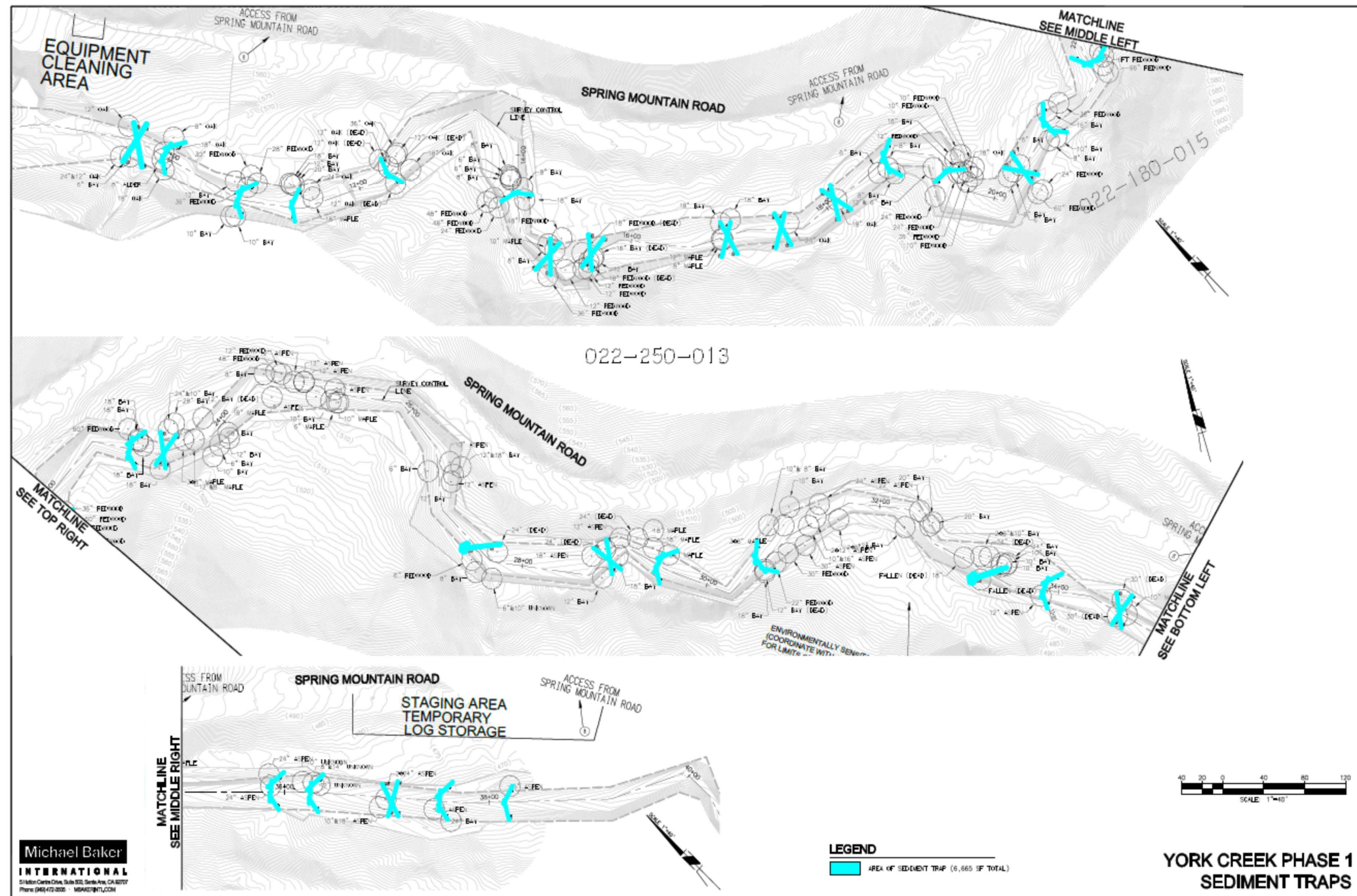


Figure 1-6: Phase 1 Location

1.2.1 Phase 1 Elements

Phase 1 of the project includes construction of up to 30 sediment trap locations downstream of the dam to capture the impounded sediment from upstream of the dam (Figure 1-7). These large wood structures would be expected to capture a maximum of 25 to 50 cubic yards of sediment per structure. They are proposed to be installed in an incised reach of York Creek where no flooding to adjacent infrastructure would result from increased sediment deposition. The structures consist of timber material recovered from off-site areas and would be placed on top of the channel bed and banks with minimal excavation.

There are three (3) types of sediment traps being proposed. These traps are intended to provide hydraulic control at high flow during periods of active bedload sediment transport, thereby slowing flow velocities and generating depositional conditions up-stream from the structure, primarily along the channel margins. Equipment used during construction include rubber-tired Caterpillar 518 Skidder and Caterpillar 416 backhoe. Figure 1-7 shows the extent and components of Phase 1 project.



1.2.2 Phase 2 Elements

Phase 2 of the Project would include: fill of the inactive spillway, construction of a 20-ft notch through the dam embankment to the approximate bedrock elevation, removal of approximately 8,000 cy of sediment behind the dam, channel grading, and stabilization and protection of Spring Mountain Road. The dam notch will consist of a 20-foot wide channel excavated to bedrock and would extend 300-ft upstream (Figure 1-8). The height of the dam will be approximately 46-ft at the dam embankment. A rock wall will be constructed on each side of the channel so that the side slopes can be supported. The stream bank (rock wall) will be placed at the 10-year channel depth. Figure 1-9 shows the location of the Phase 2 project elements at the dam.

A maximum 6% longitudinal channel slope will be maintained through the dam notch which extends 300-ft upstream. If the existing bedrock at the natural creek bottom is greater than a 6% slope, then a rock weir will be constructed downstream of the dam and engineered fill will be placed upstream of the weir to obtain a slope of 5%, +/- 1%. The project proposes no sinuosity through the dam notch reach as the amount of material to be removed upstream of the dam may cause stress on the sides of the channel. The dam reservoir area will be cleared and grubbed, so that root material and larger trees will not prevent the impounded material from being washed away during large storm events.

A temporary low flow “pilot” channel will be excavated through the Project Site to facilitate movement of sediment from the impounded material upstream of the dam (Figure 1-9). The pilot channel will facilitate a first flush removal of fine sediments downstream of the dam. This first flush approach will allow for a limited exposure of fine sediments and turbidity to existing wildlife within downstream reaches of the creek. Boulders recovered during excavation and from an existing pile approximately 600 linear feet above the dam will be placed along the channel to promote natural movement and creation of structure through the project reach. The total amount of material impounded upstream of the dam between existing grade and bedrock and is approximately 28,000 cubic yards (cy), with 8,000 cy removed as part of Phase 2.

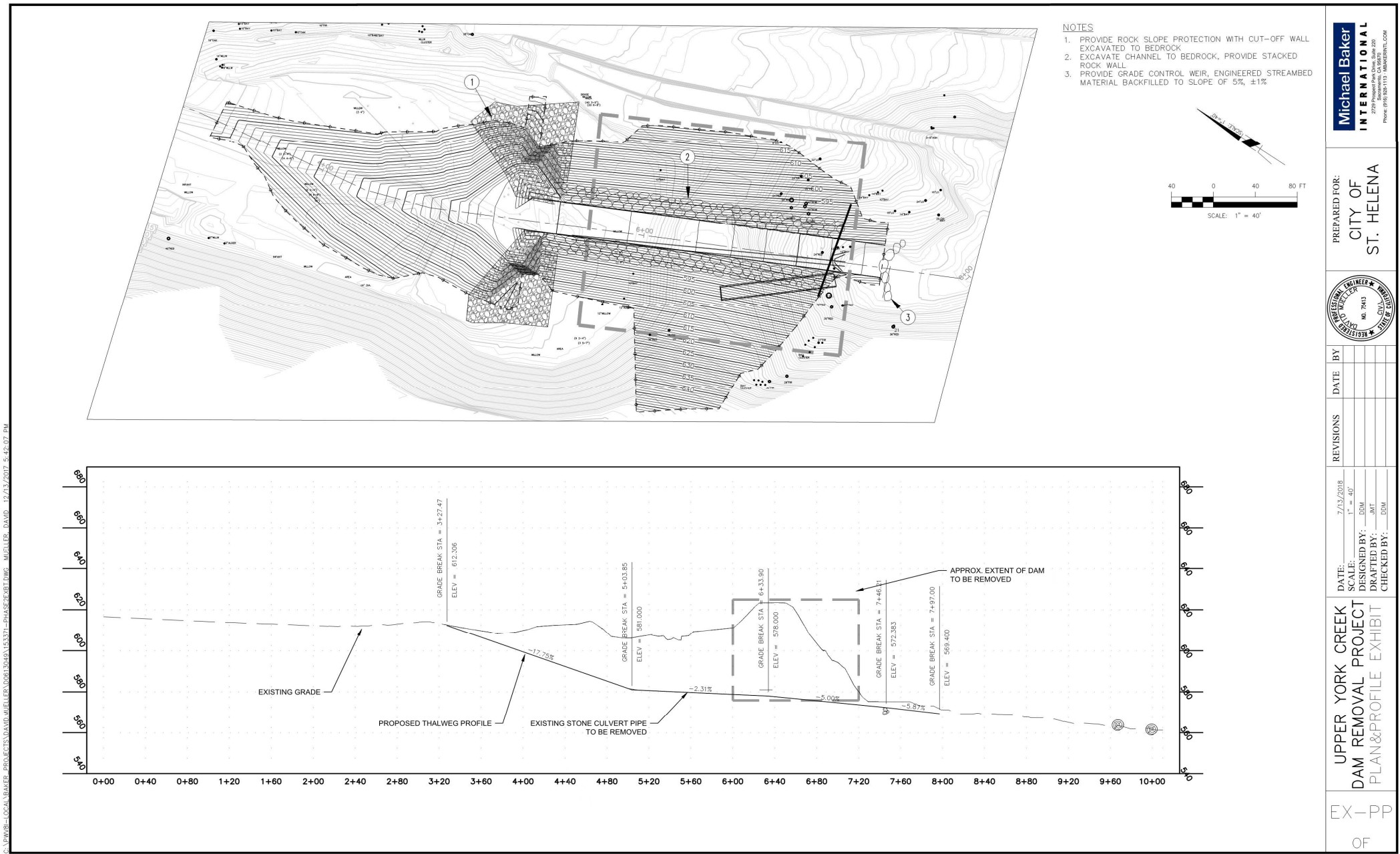


Figure 1-8: Phase 2 Project Location

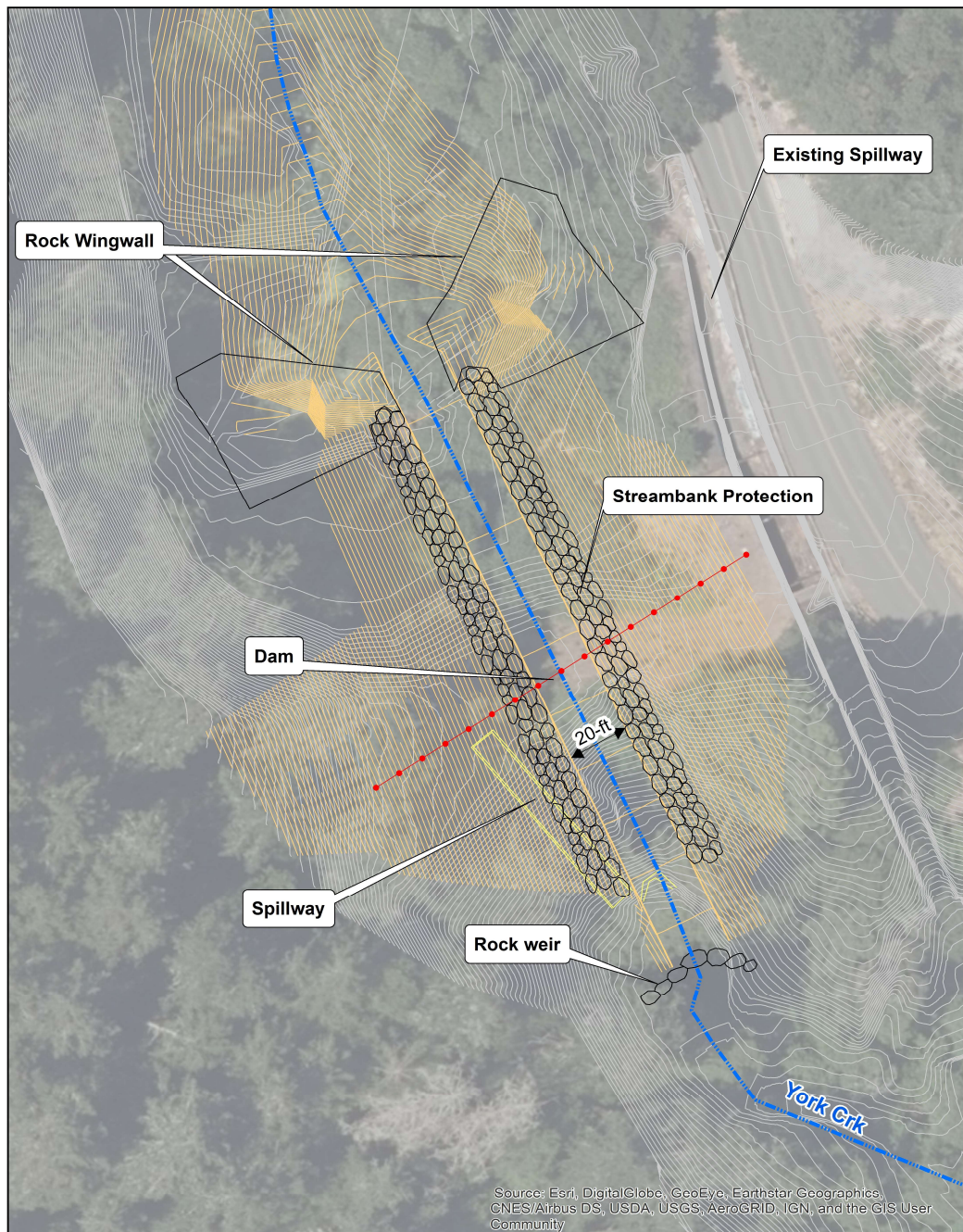


Figure 1-9: Phase 2 Project Elements

1.2.3 Upstream Habitat Restoration

Upstream of the dam, Phase 2 will include restoration of approximately 0.5 acre of aquatic and riparian habitat by removal of invasive species as shown in Figure 1-10. Spawning and rearing habitat would be naturally created for CCC steelhead through natural processes over a 5- to 10-year interval.

Additional grading activities may be employed where necessary to augment natural processes in establishing habitat structures. A mitigation and monitoring plan will be established to identify corrective actions necessary to facilitate fish passage where natural processes have created impediments to fish passage. These corrective actions will include grading, sediment removal, erosion control, and bank stabilization. A detailed discussion of the habitat restoration is included in the *Phase 2 – Upper York Creek Ecosystem Restoration Project Biological Assessment* (October 2018, Revised February 2019).

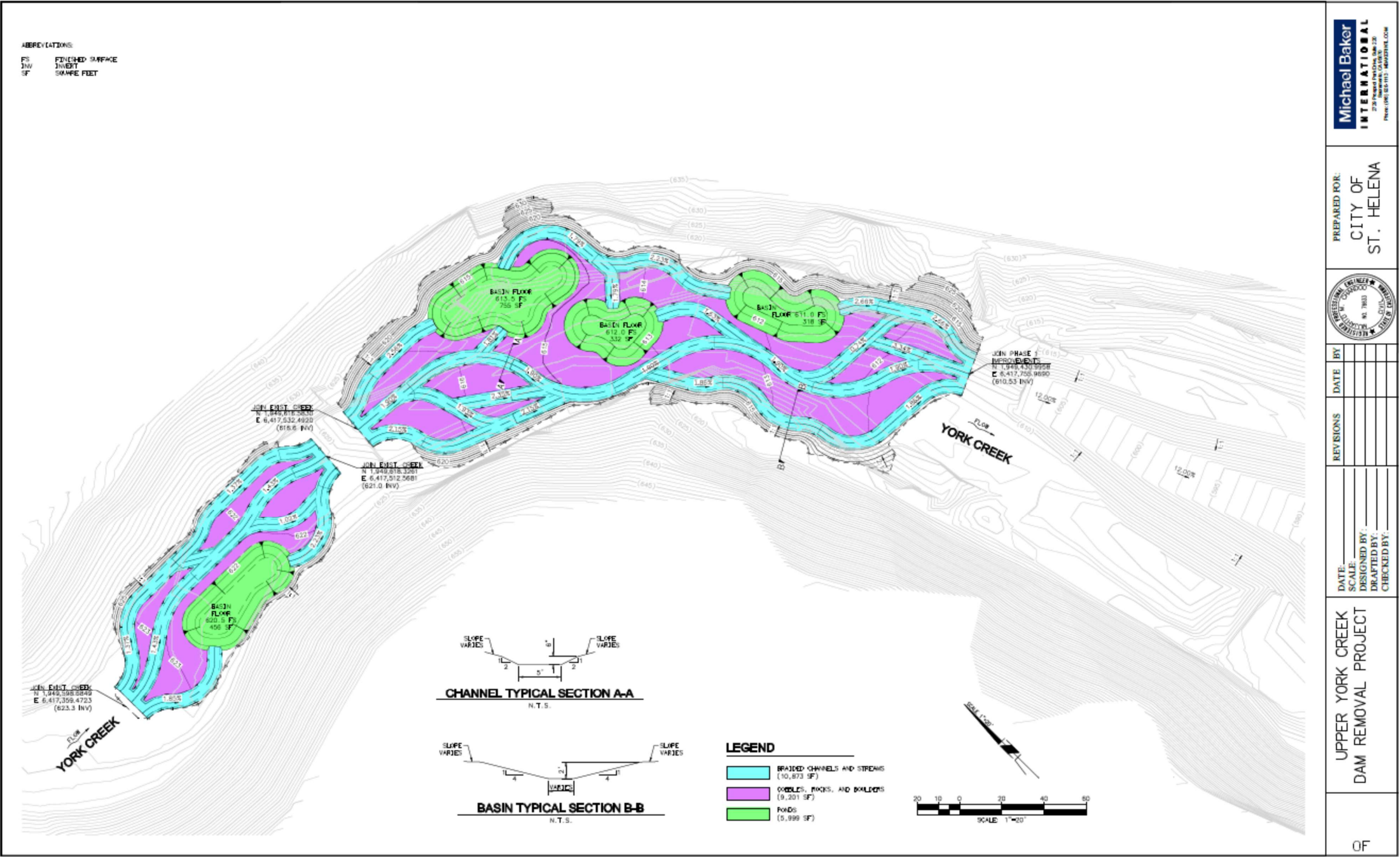


Figure 1-10: Phase 2 Conceptual Habitat Restoration Site

1.3 Goals and Objectives

The primary goals of this Basis of Design Report is to create detailed engineering drawings, cost estimates, and specifications to enable the City to bid and construct the Upper York Creek Ecosystem Restoration Project.

The primary goals of this design study are:

- Modifying Upper York Creek Dam
- Provide hydraulic analysis for the proposed alternative
- Maintain stability of Spring Mountain Road
- Concept plans and final detailed engineering drawings, cost estimate and specifications for the construction of the Upper York Creek Ecosystem Restoration Project.

The objectives of this project are identified below:

1. Restore natural transport of sediment.
2. Restore the ecological connectivity between habitats upstream and downstream of the Upper York Creek Dam.
3. Restore steelhead migration to the level provided by the natural channels above and below the dam.
4. Restore the movements and migration of fish and other aquatic organisms.

1.4 Background/Previous Studies

The following past studies were conducted and served as the foundation for this report:

1. *Final Environmental Impact Report Upper York Creek Ecosystem Restoration Project*, Napa County, California, April 28, 2015.
2. *Upper York Creek Dam Removal Project Basis of Design Report - Draft*, Prunuske Chatham, Inc., March 15, 2014
3. *Draft Environmental Impact Report Upper York Creek Ecosystem Restoration Project*, Napa County, California, April 20, 2007.
4. *Draft Detailed Project Report Upper York Creek Ecosystem Restoration Project (Corps)*, Napa County, California, September 1, 2006.

2 Geotechnical Investigation (WRECO, 2019)

Michael Baker International's subconsultant, WRECO, prepared the "*Draft Geotechnical Engineering Study*" dated January 2019 and is summarized below. This report is included in **Appendix A**.

WRECO performed site reconnaissance on September 12, 2016 and completed one test boring in the vicinity of the proposed retaining wall structure to better evaluate the subsurface conditions at the Project site.

2.1 Surface Conditions

Spring Mountain Road appears founded in cut on the inboard edge with fill along the outboard in the vicinity of the Project site. The subject spillway runs parallel to the roadway along the outboard side and the inboard spillway wall retains the roadway fill along its length. Figure 2-1 shows the existing spillway and the Spring Mountain Road.



Figure 2-1: Existing Spillway and Spring Mountain Road

The existing roadway has a several sets of cracks. Cracks that roughly parallel the spillway wall were observed mainly near the wheel tracks of each lane with the most prominent cracks extending along the inboard edge of the eastbound lane. The cracks in the eastbound lane appeared wider and more extensive east of the end of the displaced wall segment to the access bridge. A crack crosses the road roughly perpendicular to the spillway terminating near the end of the displaced portion of the spillway wall.

Numerous other cracks were observed running perpendicular to the spillway wall, but were short in length.

2.2 Subsurface Conditions

Review of borings made for this and previous studies indicates that the site is variously underlain by fill placed for dam and spillway construction, weathered rock, and by apparent rockfall debris. The distribution of these units varies greatly across the site and was affected by the two stages of dam construction.

2.3 Discussion and Conclusions

- WRECO conducted an evaluation for the presence of Naturally occurring asbestos (NOA) within the alluvial sediment that has accumulated upstream of the existing dam. Four borings to approximately 5 feet in depth were advanced and samples were sent for laboratory testing using the CARB 435 method. The NOA test results indicted no asbestos was detected in all four samples.
- The Project site does not lie within or adjacent to an Alquist-Priolo Earthquake Fault Zone. Active faulting has not been mapped as occurring across or adjacent to the Project site. The closest active fault is the Maacama Fault, which is located at a distance of 8.9 miles west of the Project site. Surface rupture due to faulting within the Project site is not expected to occur unless an unknown or previously un-mapped fault were to rupture.
- The site is generally steeply sloping above and below the roadway. Near vertical cliffs exist above the roadway and rockfall/landslides have been observed directly above the subject section of roadway, have been interpreted to extend below portions of the Project site, and within a short distance to the Project site on both sides of the creek channel. A portion of the existing spillway inboard wall has been rotated with top of wall moved to the outboard, though the cause of this movement has not been determined. Based on the above, the potential for rockfall/landslides is considered high.
- The alluvium, fill, and decomposed rock along and adjacent to the channel are considered scour prone. The base of the proposed cut is indicated to include large boulders/rip-rap, which is expected to limit scour in these areas. The existing spillway will be well above the restored channel and will not experience flow in the future. The potential for scour appears to be minimal along the spillway. The potential for scour along the restored creek channel should be evaluated, including a hydraulic study.
- There are several potential methods to abandon the existing spillway. These include backfilling with compacted fill or controlled low strength materials (CLSM), anchoring the existing spillway wall to act as a retaining wall, and replacing the spillway with a retaining wall. Each of these options have benefits and risks which are discussed below.
 - **Backfill Spillway** - Backfilling the existing spillway with compacted fill, rip-rap, or CLSM is the most straightforward alternative. Placing fill within the spillway would provide lateral support of the roadway and would tend to be the least costly alternative.
 - **Anchoring Spillway Liner** - The spillway could be left in place and the liner strengthened using tiebacks or soil nails. Wailers or a reinforced concrete facing would be needed to distribute the forces from the anchors and stabilize the partially damaged spillway wall. The limited room within the spillway may limit the ability to install anchors without modification of the outboard spillway wall.
 - **Retaining Wall** - The spillway could be completely removed and the roadway reconstructed using a retaining wall. Potential wall types include soldier pile, MSE, crib, and cantilever concrete retaining walls. The roadway would need to be closed during construction and likely completely rebuilt during construction.

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Based on the above, it is recommended that the spillway be backfilled. This option requires the least design effort, has few risks, and is generally easy to construct. Rip-rap backfill would likely be the easiest to construct and would provide natural drainage of any water that accumulates within the abandoned spillway.

3 Hydrology and Hydraulic Analysis

3.1 Regional Hydrology

Hydrology discharges were obtained from *Lower York Creek Hydrologic and Hydraulic Assessment* dated July 5, 2007 prepared by Prunuske Chatham, Inc. The hydrology information included, 2-, 10-, 25-, 50- and 100-year storm events. The calculated peak discharges and hydrographs for this project were used as the inputs to the hydraulic model.

The peak discharges are the same for the existing and proposed conditions where the creek is modified. Table 3-1 summarizes the peak hydrograph discharges for each storm return period.

Table 3-1: Regional Hydrology Summary

Location	Area (sq. miles)	Peak Flows (cfs)				
		2-yr	10-yr	25-yr	50-yr	100-yr
Below Upper Reservoir	2.48	235	605	860	1,220	1,550
@ Springs Mountain Rd	-	380	890	1,250	1,660	2,090
@ Napa River	5.01	440	1,030	1,440	1,915	2,400

3.2 Hydraulics

The hydraulic model for York Creek was developed using the Hydraulic Engineering Center – River Analysis System (HEC-RAS 5.05) from the U.S. Army Corps of Engineers. HEC-RAS is a one dimensional, rigid boundary model that assumes that the channel bed does not move. The program is intended for calculating the water surface profile for steady and gradually varied flow in natural and manmade channels.

A hydraulic analysis was performed in order to determine the floodplain and hydraulic characteristics and impacts of the channel under existing and proposed conditions (Phase 1 and Phase 2).

3.2.1 Existing Condition

The hydraulic model was evaluated from the existing Upper York Creek dam to the confluence with Napa River. The HEC-RAS analysis used the following parameters to evaluate the existing and proposed channel hydraulics.

- **Channel Cross Section Data:** The channel geometry information was extracted using existing aerial topography (provided by the County) and field survey. The proposed grading assumes the 20-ft wide embankment notch and channel grading upstream and downstream of the notch.
- **Bridge Geometry** – The Bridge geometry was obtained from field survey and site visit measurements. There are 13 bridges/culvert included in the model from road crossings, railroad and pedestrian bridges.
- **Manning's "n" Value:** The values varied depending on the associated terrain/ground cover
 - Overbank/Floodplain with scattered trees/vineyard: 0.040 – 0.050
 - Channel bed with gravel/cobble substrate: 0.030 – 0.040
 - Channel Banks with dense vegetation: 0.06 – 0.1
- **Design Flowrates:** The discharges are discussed in Section 4.1.

3.2.1.1 Existing Condition Results/Discussion

The results of the HEC-RAS hydraulic analysis were used to evaluate the existing channel hydraulics and the level of flood protection provided by York Creek through the City of St. Helena. The results of these analyses were then used to develop and evaluate potential adaptive measures to improve the level of flood protection provided to the City of St. Helena.

Based on the results of the existing hydraulic analysis, the water surface overtops the banks of the channel at the bridges during the 100-yr frequency storm. There are thirteen private bridges from the downslope side of the Upper York Creek Dam to the confluence with Napa River. The channel overtopping is a combination of undersized crossings (culverts) causing backwater effects, channel capacity and longitudinal slope. The channel is flat (approximate 1%) from SR-29 to Napa River. In the upstream reaches the slope ranges from 2% to 4% (at the Dam).

Figure 3-1 shows the existing water surface elevation (WSE) for York Creek. The summary results of the HEC-RAS baseline condition models are included in **Appendix B**. The HEC-RAS modeling results can only be used to pinpoint areas along the channel reach where flows will overtop the banks. Determining the depth and lateral extent of flooding from York Creek for a given flow would require additional data (such as unsteady flow data) and development of a more detailed 2D hydraulic model, which are beyond the scope of this project.

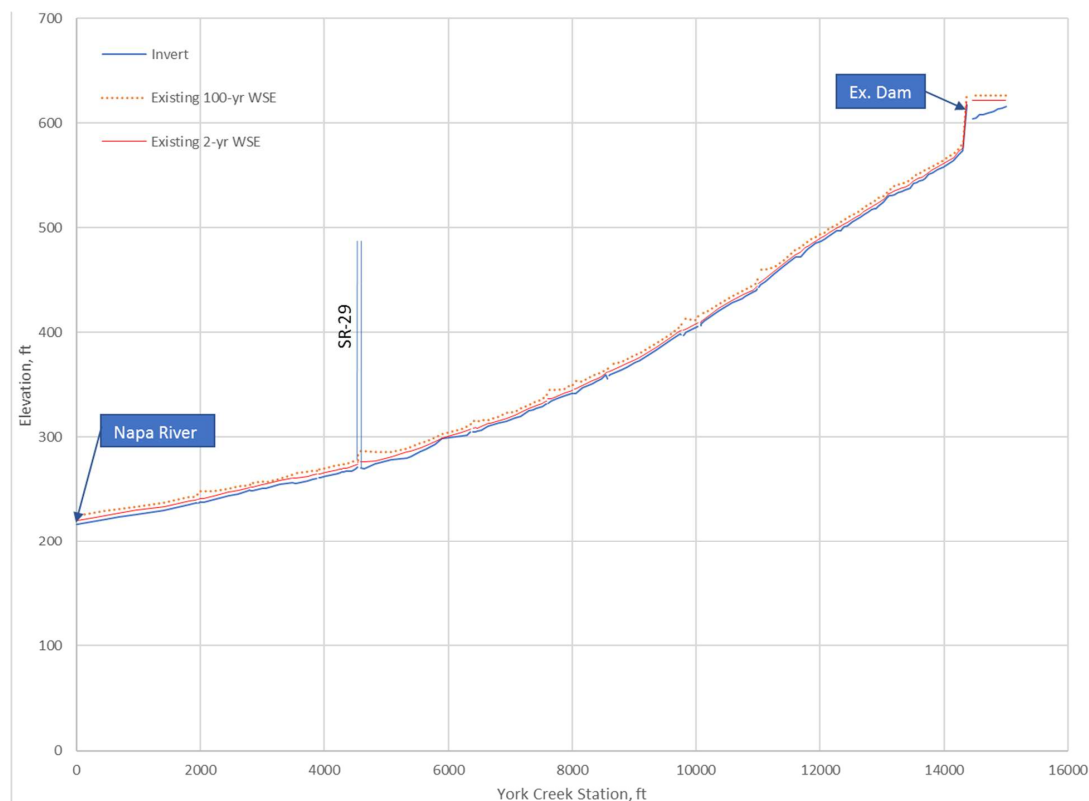


Figure 3-1: York Creek Existing Hydraulic Analysis

Sediment Transport (Existing)

Stillwater Sciences prepared the *Upper York Creek Dam Removal Sediment Transport Modeling* report and is summarized below. This report is included in **Appendix C**.

York Creek is a small mountain stream with a coarse bed and steep gradient. Partially due to the trapping of coarse sediment upstream of the Upper York Creek Dam, the channel surface is armored by sediment ranging from coarse gravel to small boulder particles. The bed downstream of the dam is largely immobile and can be considered as non-erodible for sediment transport modeling purposes. In a short reach approximately 3,000 ft upstream of the Napa River, the bankfull depth is approximately 3 ft (100-year storm) and it is expected that inundation of the floodplain is rather frequent.

York Creek exhibits typical concave longitudinal profile (Figure 3-2) with channel gradient decreasing from approximately 4% just downstream of the Upper York Creek Dam, to approximately 1.3% close to Napa River confluence.

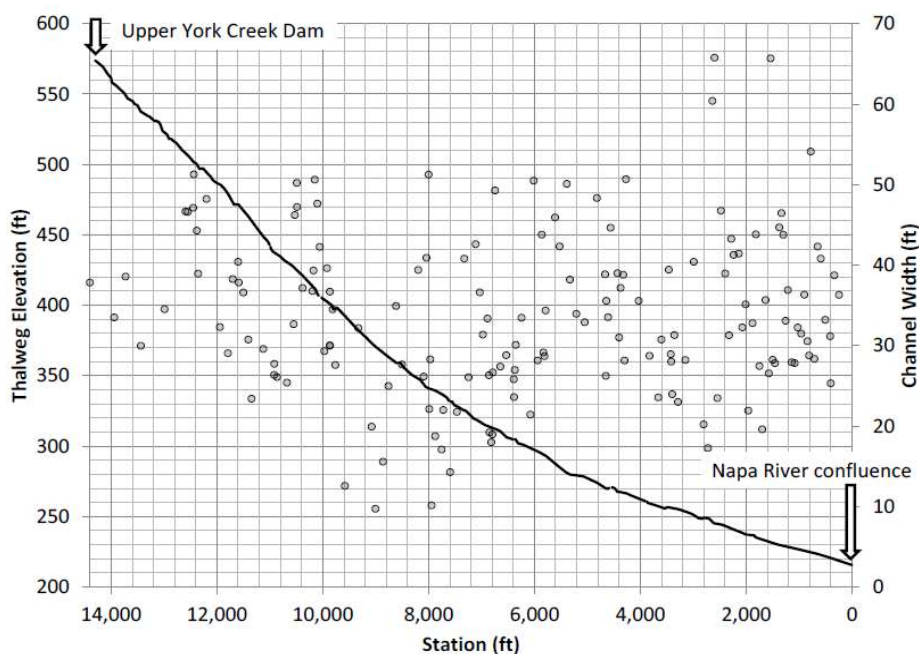


Figure 3-2: York Creek Longitudinal Profile

According to previous studies for the York Creek watershed, the area above the dam represents 55% of the total watershed and 63% of the steep, sediment source zone. The existing dam/reservoir captures the entire coarse bedload and a portion of the suspended load produced in its 4.4 square mile drainage area – approximately 1,000-5,000 cubic yards of material annually depending on the rainfall and runoff patterns. An average hydrologic year with no unusual storm events delivers roughly 1,250 cubic yards of sediment to the reservoir behind the dam. The winter of 2005-2006, an above-average year with the largest storm in recent history, deposited approximately 3,000 cubic yards of material behind the dam.

Because sediment transport capacity is highly non-linearly proportional to channel gradient, sediment transport capacity in York Creek is likely extremely high, and sediment left in the impoundment after dam removal can be expected to be rapidly transported along the relatively short York Creek to the confluence with the Napa River.

3.2.2 Proposed Condition

3.2.2.1 Phase 1 - Sediment Traps

Phase 1 of the project includes construction of up to 30 sediment trap locations downstream of the existing dam (Figure 3-3) to capture the impounded sediment from upstream of the dam. These large wood structures would be expected to capture a maximum of 25 to 50 cubic yards of sediment per structure. They are proposed to be installed in an incised reach of York Creek where no flooding to adjacent infrastructure would result from increased sediment deposition. The structures consist of timber material recovered from off-site areas and would be placed on top of the channel bed and banks with minimal excavation.

The structures would be placed on top of the channel bed and banks as shown on the cross-sections on Figure 3-4 with minimal proposed excavation. The structures are not intended to provide grade control for the channel thalweg at low to moderate flows. They are intended to provide hydraulic control at high flow during periods of active bedload sediment transport, thereby slowing flow velocities and generating depositional conditions upstream from the structure primarily along the channel margins.

Three main types of structures include:

1. Type 1 - Multiple log structure anchored to existing trees
2. Type 2 - One large anchored log
3. Type 3 - Multiple log structure anchored to boulders
4. Combination of Type 1 and Type 3

Exact placement would be based on field conditions with the following guidelines:

- Structures must be anchored and/or composed of large enough wood and wedged into a position such that they will stay in place during high flow events. Anchoring details are described on the top of construction drawings.
- Structures should be placed 6 inches to 1 foot above the thalweg to allow underflow for fish passage, but not so high off the channel bed that they do not provide hydraulic control at high flows.

One significant area of uncertainty that will govern the functionality of the large wood sediment trap structures is the type of storm events that occur immediately following dam removal:

- Moderate intensity/intermittent flow events would have a relatively lower Froude number, allowing sediment to build up higher and over a longer distance behind the sediment traps and thereby capture more sediment.
- High intensity flow events would have a relatively higher Froude number, pushing the hydraulic jump farther downstream and thus reducing the length and depth of captured sediment deposits. During the receding limb of the storm events, however, the incoming sediment will most likely fill the structures with sediment.

In summary, sediment deposition dynamics will be governed by the specific storm flow hydrograph that occurs immediately following dam removal with key drivers including: 1) peak flow magnitude, 2) peak flow duration, and 3) descending limb duration.

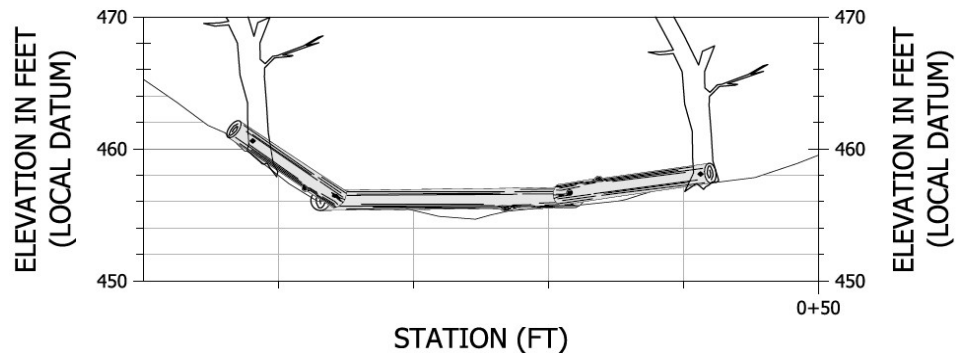
The original Basis of Design report for Phase 1 was prepared by Stillwater Sciences and is included in **Appendix D**. The design Plans are included in **Appendix E**.

The sediment traps were modeled in HEC-RAS as obstructions within the cross-section geometry. The modeling results show a hydraulic jump at each of these sediment traps location where the water surface elevation (WSE) is 1-3 ft higher than the existing condition. The Phase1 WSE normalizes similar to existing condition downstream of the last sediment trap location.

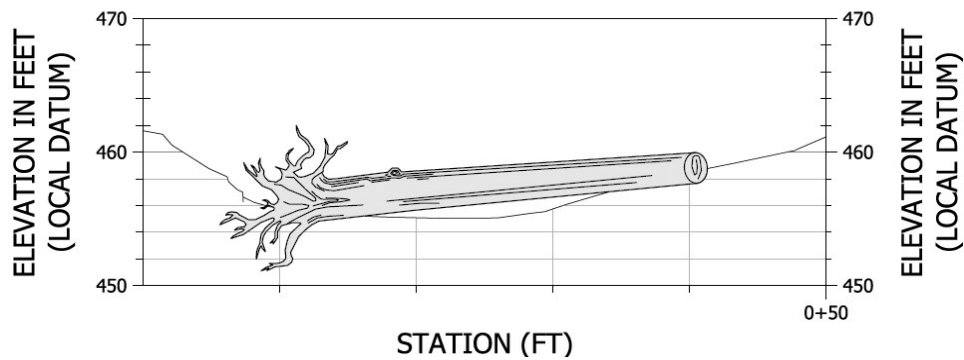


Figure 3-3: York Creek Downstream of the Existing Dam

TYPE 1 CROSS SECTION



TYPE 2 CROSS SECTION



TYPE 3 CROSS SECTION

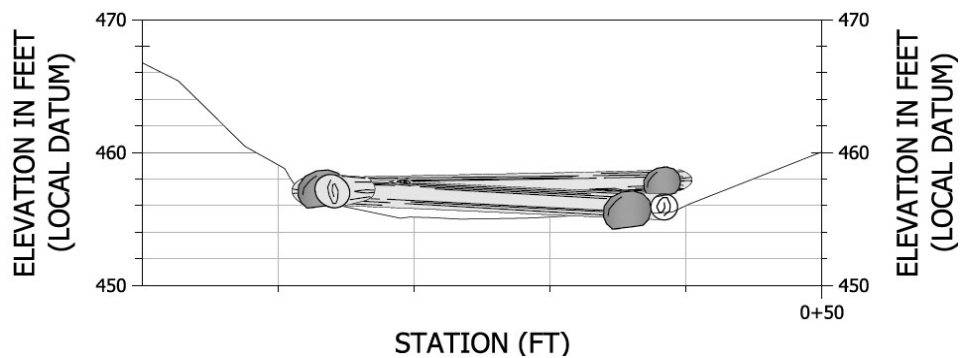


Figure 3-4: Types of Sediment Traps

3.2.2.2 Phase 2 - Dam Removal/Modification

The Phase 2 of the Project would be to fill the inactive spillway and construct a notch through the existing dam embankment to the approximate bedrock elevation. The existing spillway will be filled with material from the excavation. The dam notch will consist of a 20-foot wide channel excavated to bedrock. The longitudinal slope along these channel improvements will be graded to obtain a 5% +/-1% longitudinal slope. A rock wall will be constructed on each side of the channel so that the side slopes can be supported. The rock wall will be at the 10-year water depth. This will be in addition to the Phase 1 project. Phase 2 project will allow for fish passage and habitat connectivity above and below the dam.

Sediment removed (approximate 8,000 cy) from the dam and reservoir may be used as construction material (if suitable) and the excess material will be hauled offsite. The design/Concept Plans are included in **Appendix F**.

3.2.2.2.1 Hydraulics Modeling Results

The Phase 1 HEC-RAS model was used to update to the cross-section geometry to represent the proposed Phase 2 improvements. These include:

- Adding the proposed channel grading (approximately 300 linear feet) thru the existing dam as shown on Figure 3-5.
- Adjusting channel geometry to represent sediment aggradation along the streambed (due to dam removal) as shown on Figure 3-6.

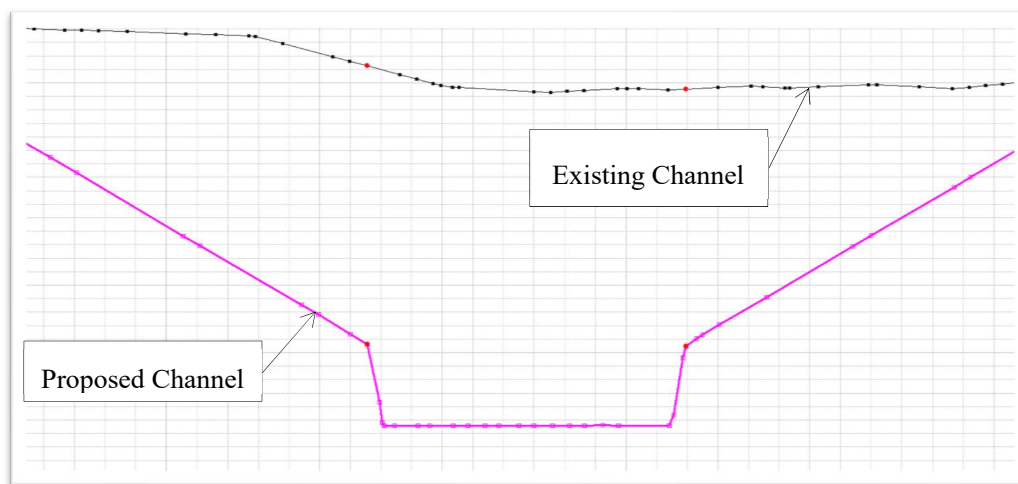


Figure 3-5: Channel Cross-Section

Four (4) alternatives were evaluated to understand the hydraulic impacts along York Creek due to the dam removal. The alternatives include:

1. Alternative 1 – Dam Removal and Channel Improvements
2. Alternative 2 – Alternative 1 + 1-ft sediment aggraded along the entire channel.
3. Alternative 3 – Alternative 1 + 2-ft sediment aggraded along the entire channel.
4. Alternative 4 – Alternative 1 + 3-ft sediment aggraded along the entire channel.

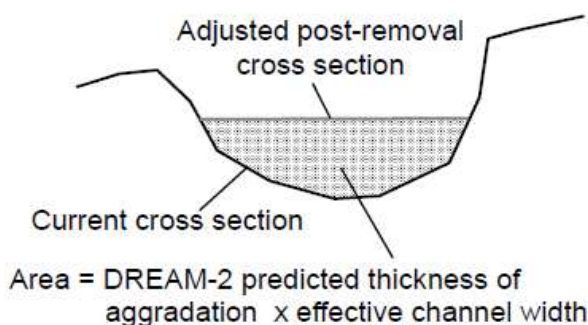


Figure 3-6: Sketch Demonstrating How DREAM-2 Predicted Channel Aggradation is Transferred to HEC-RAS Cross Sections (Source: Stillwater Science)

Alternative 1

The results of the proposed hydraulics along York Creek for Alternative 1 are similar to existing conditions except for the reach along the dam where a 20-ft notch and channel grading is proposed. The velocities at this reach for the 100-year storm event is approximately 14 ft/s and in the 2-year is 8 ft/s. The average flow depth in the 100-year event is 5.9-ft and 3.4-ft in the 10-year storm. The 10-year depth will be used for streambank protection. These velocities are considered erosive.

To mitigate these erosive channel velocities and provide streambed stability, rock protection has been sized along the channel bed and banks as shown in Figure 3-7. During the 100-year storm event, the water surface overtops the banks of the channel at the upstream and downstream end of several private bridges. As shown in Figure 3-8, the water surface overtops the banks of the channel from upstream of SR-29/Main Street (River Station 4563.015) to the confluence with Napa River. The locations where the water surface overtops the bridges are shown in Table 3-2. The backwater effects, channel capacity and longitudinal slope are caused by undersized crossings (culverts) at the bridges as shown in Figure 3-9.

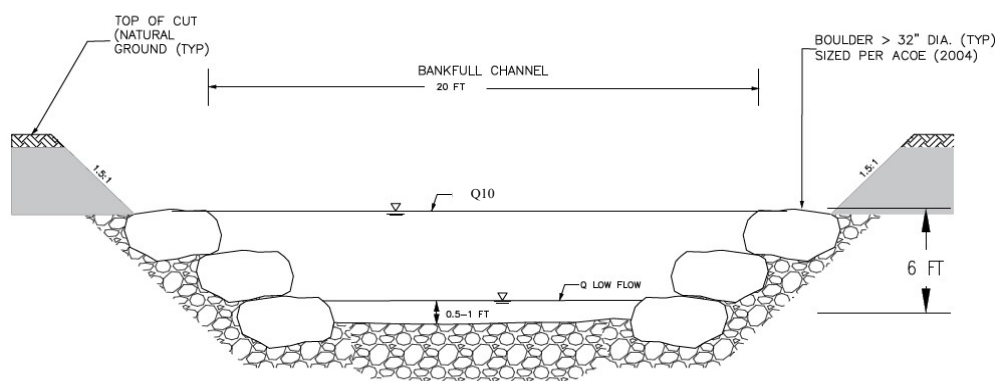


Figure 3-7: Streambed and Bank Protection Along the Proposed Channel

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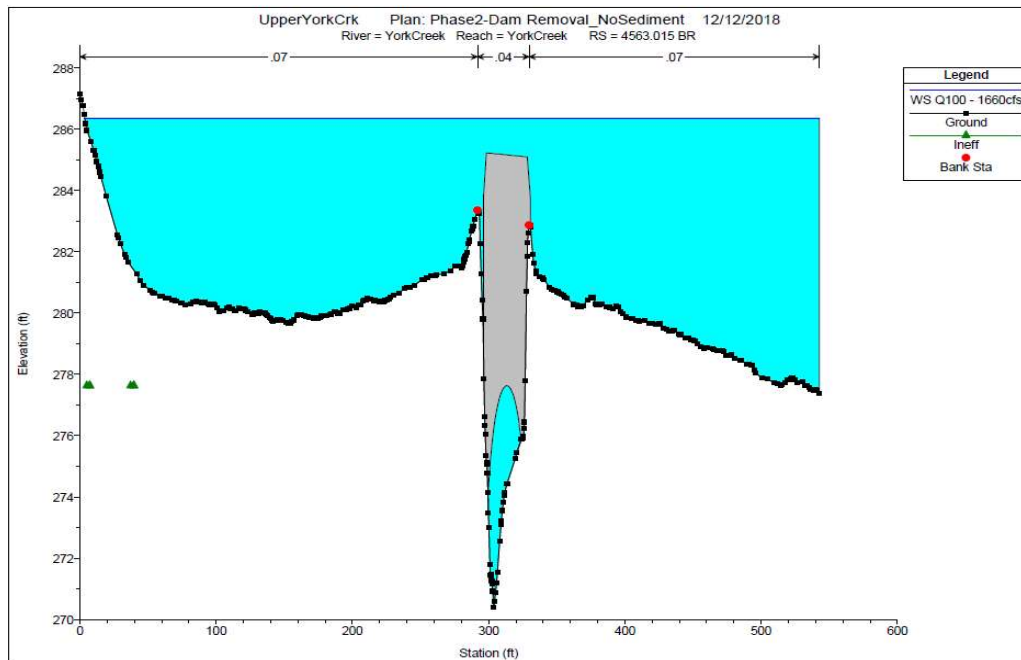


Figure 3-8: SR-29/Main Street Bridge Cross-Section

Table 3-2: Alternative 1 Bridge and Water Surface Elevation for 100-YR Storm Event

Bridge River Station/Location	Deck of Bridge Elevation (ft)	Water Surface Elevation (ft)
10995.32 Downstream	455.50	455.81
9775.449 Upstream	409.34	411.85
7596.431 Upstream	339.96	345.12
7596.431 Downstream	339.83	342.38
4563.015 Upstream	285.23	286.35

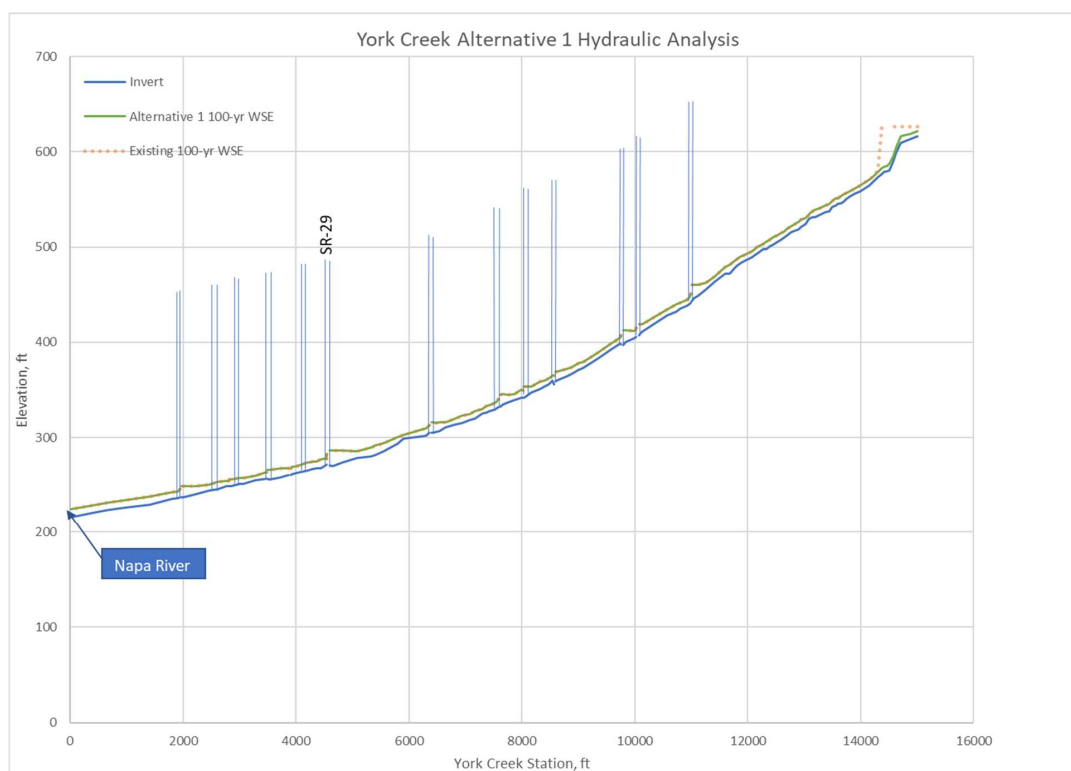


Figure 3-9: York Creek Proposed Alternative 1 (No Sediment) Hydraulic Analysis

Alternative 2

Alternative 2 proposed similar conditions to Alternative 1 except for the addition of a foot of sediment aggraded along the entire channel using Stillwater Sciences' **Dam Removal Express Assessment Models** (DREAM-2, Cui et al. 2006 a,b) as shown in Figure 3-10. DREAM-2 was developed specifically for simulation of sediment transport following dam removal under the condition that most of the top layer of the impoundment deposit is composed of gravel and coarser sediment, a condition met for this study.

The results of the proposed hydraulics along York Creek for Alternative 2 are slightly different to Alternative 1 with the addition of sediment fill. Alternative 2 would result in a 100-yr storm average water surface elevation increase of 0.27-ft. The maximum increase is 2.64-ft downstream of the SR-29 bridge. In the 2-year the maximum increase is 2.32-ft. The velocity increases minimally from Alternative 1. The increase in water surface elevation would result in additional overtopping bridges during the 100-yr storm event. The locations where the water surface overtops the bridges are shown in Table 3-3. The backwater effects, channel capacity and longitudinal slope are caused by undersized crossings (culverts) at the bridges as shown in Figure 3-11.

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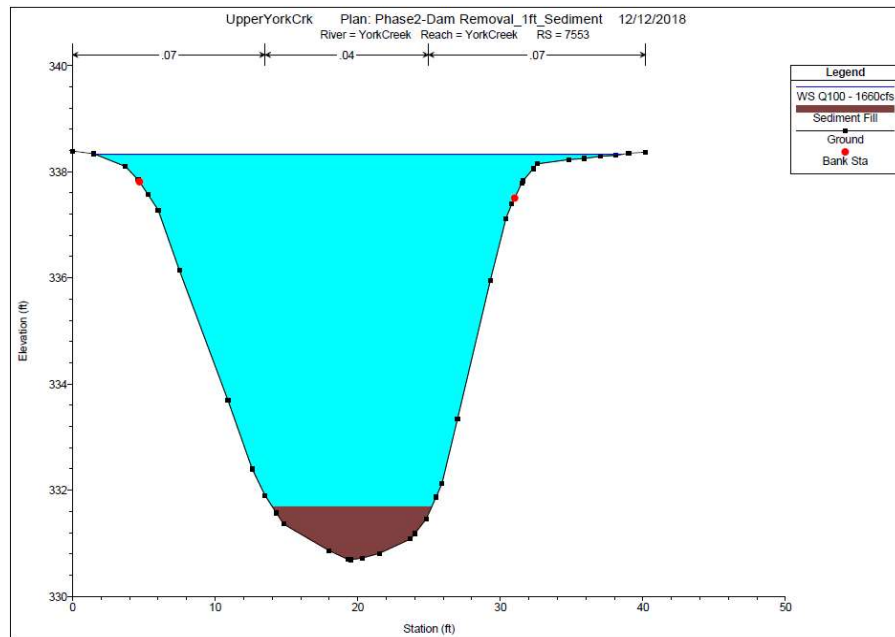


Figure 3-10: Typical York Creek Cross-Section with Sediment Aggraded

Table 3-3: Alternative 2 Bridge and Water Surface Elevation for 100-YR Storm Event

Bridge River Station	Deck of Bridge Elevation (ft)	Water Surface Elevation (ft)
10995.32 Downstream	455.50	456.51
9775.449 Upstream	409.34	413.23
7596.431 Upstream	339.96	345.28
7596.431 Downstream	339.83	342.53
4563.015 Upstream	285.23	286.86
3482.386 Upstream	265.05	266.52
3482.386 Downstream	265.05	266.51

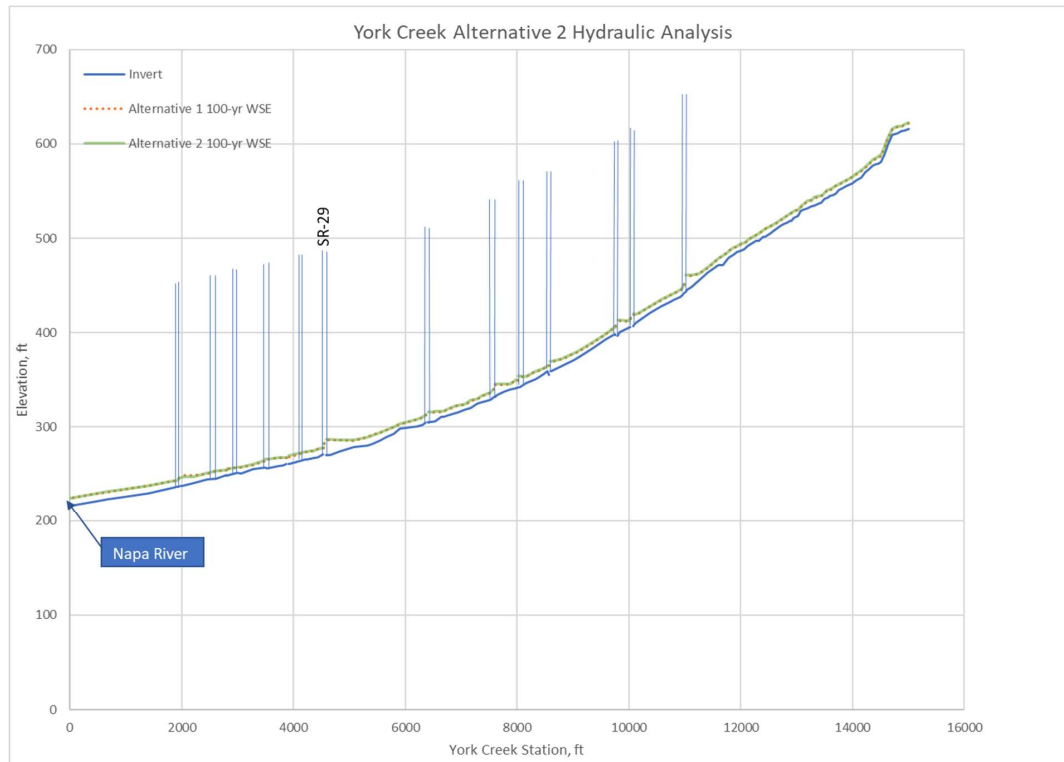


Figure 3-11: York Creek Proposed Alternative 2 (1-ft Sediment Aggraded) Hydraulic Analysis

Alternative 3

Alternative 3 proposed similar conditions to Alternative 1 except for the addition of 2-feet of sediment aggraded along the entire channel using DREAM-2. The results of the proposed hydraulics along York Creek for Alternative 3 are higher than Alternative 1 in terms of water surface elevation. Alternative 3 would result in a 100-yr storm average water surface elevation increase of 0.59-ft. The maximum increase is 4.1-ft at SR-29. In the 2-year the maximum increase is 3.12-ft. The velocity is similar to Alternative 2. The increase in water surface elevation would result in additional overtopping bridges during the 100-yr storm event. The locations where the water surface overtops the bridges are shown in

Table 3-4. The backwater effects, channel capacity and longitudinal slope are caused by undersized crossings (culverts) at the bridges as shown in Figure 3-12.

Table 3-4: Alternative 3 Bridge and Water Surface Elevation for 100-YR Storm Event

Bridge River Station	Deck of Bridge Elevation (ft)	Water Surface Elevation (ft)
10995.32 Upstream	455.50	457.04
10995.32 Downstream	455.50	457.54
9775.449 Downstream	409.34	409.63
8579.139 Upstream	367.35	368.73
8022.208 Upstream	352.34	353.94
8022.208 Downstream	352.34	353.99
7596.431 Upstream	339.96	345.56
7596.431 Downstream	339.96	342.80
4563.015 Upstream	285.23	287.31
3482.386 Upstream	265.05	266.23
3482.386 Downstream	265.05	266.21

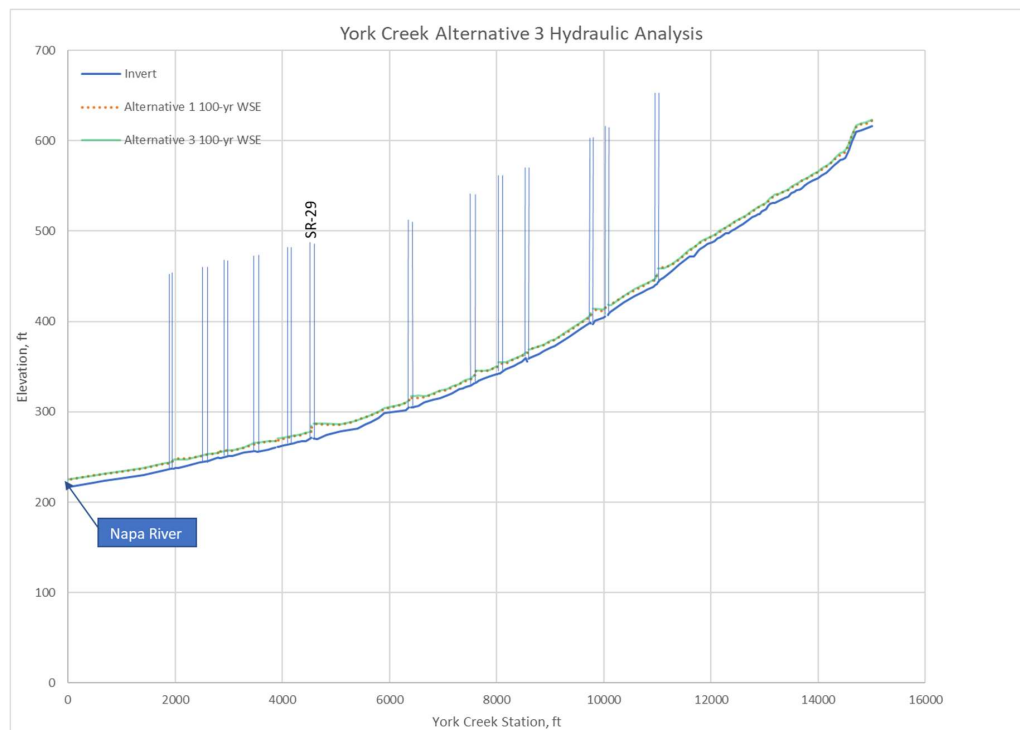


Figure 3-12: York Creek Proposed Alternative 3 (2-ft Sediment Aggraded) Hydraulic Analysis

Alternative 4

Alternative 4 proposed similar conditions to Alternative 1 except for the addition of 3-feet of sediment aggraded along the entire channel using DREAM-2. The results of the proposed hydraulics along York Creek for Alternative 3 are higher to Alternative 1 in terms of water surface elevation. Alternative 4 would result in a 100-yr storm average water surface elevation increase of 0.98-ft. The maximum increase is 5.64-ft at SR-29. In the 2-year the maximum increase is 3.89-ft. The velocity is similar to Alternative 3. The increase in water surface elevation would result in additional overtopping bridges during the 100-yr storm event. The locations where the water surface overtops the bridges are shown in Table 3-5. The backwater effects, channel capacity and longitudinal slope are caused by undersized crossings (culverts) at the bridges as shown in Figure 3-13.

Table 3-5: Alternative 4 Bridge and Water Surface Elevation for 100-YR Storm Event

Bridge River Station	Deck of Bridge Elevation (ft)	Water Surface Elevation (ft)
10995.32 Upstream	455.50	458.38
10995.32 Downstream	455.50	458.59
9775.449 Upstream	409.34	411.15
9775.449 Downstream	409.34	409.78
8579.139 Upstream	367.35	368.84
8022.208 Upstream	352.34	353.12
8022.208 Downstream	352.34	352.97
7596.431 Upstream	339.96	345.86
7596.431 Downstream	339.96	343.09
4563.015 Upstream	285.23	287.64
4563.015 Downstream	285.23	285.35
3482.386 Upstream	265.05	266.32
3482.386 Downstream	265.05	266.30

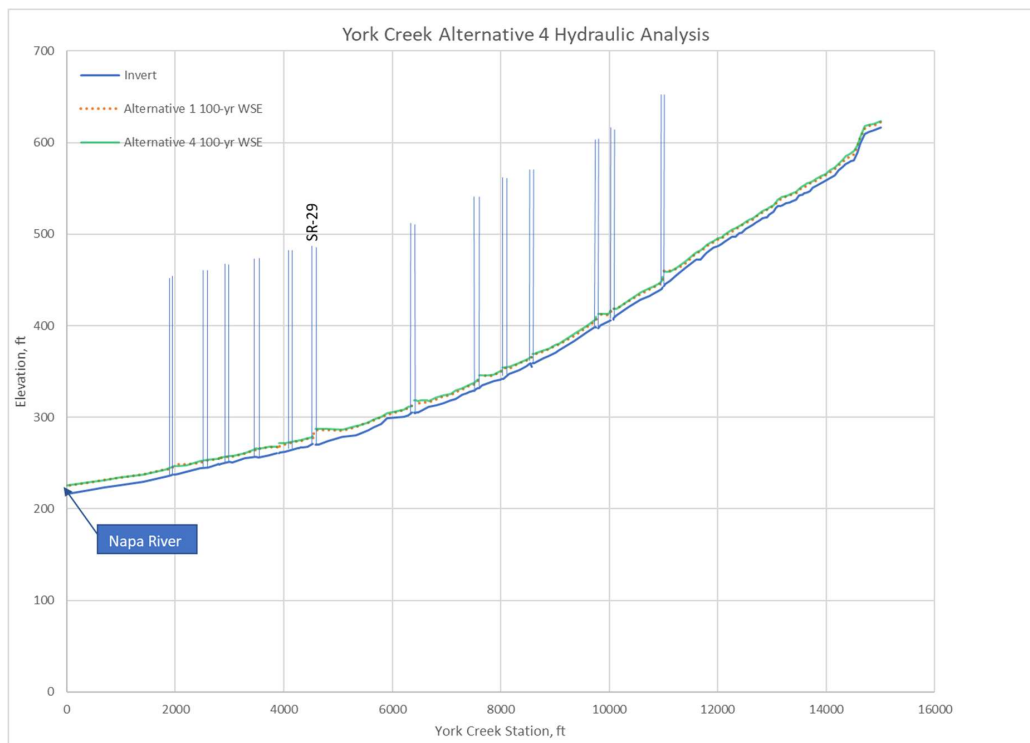


Figure 3-13: York Creek Proposed Alternative 4 (3-ft Sediment Aggraded) Hydraulic Analysis

3.3 Flood Risk

The Upper York Creek Dam and the entire channel reach to the confluence with Napa River is mapped as Zone X as shown on the Federal Emergency Management Agency flood insurance study maps effective 09/26/2008. Areas in Zone X have minimal flood hazard. The only mapped source of flooding affecting St. Helena is the Napa River.

The minimum and maximum inundation depth was mapped using HEC-RAS Mapper for all Alternatives to pinpoint the major inundation areas due to the removal of the dam. The major inundation areas are mainly located at the private bridges. The flood will mainly propagate along the areas parallel to the bridge where ground is lower. With the addition of sediment fill, the areas with major inundations are similar to Alternative 1 except for the inundation depth. The maximum inundation depth shows an increasing difference due to the addition of a foot of sediment fill.

3.3.2 Sediment Transport

Stillwater Sciences' **Dam Removal Express Assessment Models** (DREAM-2, Cui et al. 2006 a,b) was used to simulate the sediment transport dynamics following the removal of Upper York Creek Dam (UYCD). DREAM-2 was developed specifically for simulation of sediment transport following dam removal under the condition that most of the top layer of the impoundment deposit is composed of gravel and coarser sediment, a condition met for this study. The model, its predecessors, and sister models have been applied in large (with ~ 2 billion tons of sediment involved) or small (with ~ 100,000 CY of sediment involved) sedimentation projects. The model had been examined with field data, where available, and experimental data and proven to produce satisfactory results (e.g., Sutherland et al. 2002, Cui and Parker 2005, Cui et al. 2008, Cui et al. 2017).

Increased sediment deposition and resulting increased flooding downstream of Highway 29 due to the removal of the dam is a concern. The model indicates that the deposition is a transient phenomenon, and the deposition will only last for a few weeks as long as there is reasonably high flow (e.g., approximately 250 cfs, or even smaller if it last longer) in the creek. Additional channel aggradation due to the reestablishment of upstream sediment supply is unlikely once the sediment pulse as a result of dam removal moves out of the system. For extremely high flow events such as 50-yr or 100-yr flows, it can be expected that the sediment pulse resulting from dam removal would have been flushed out of the system by the time the flood reaches its peak. As a result, the modeling flood stage is evaluated on the more frequent 2-yr and 10-yr event. Figure 3-14 and Figure 3-15 present the simulated maximum increase in water surface elevation following the removal of the Upper York Creek Dam under three sediment management scenarios at 335 and 740 cfs, respectively. As already examined by PWA (2008), the bridges shown in Figure 3-14 and Figure 3-15 are all under-capacity, resulting in an elevated upstream water surface during floods.

The elevated water surface corresponds to reduced flow velocity and shear stress, which leads to increased deposition relative to other reaches at downstream bridges. This deposition further reduces the discharge capacity of the channel, causing additionally elevated water surface in the reach adjacent to Highway 29 and downstream thru the vineyard facility. This trend is evidenced by the observation that the maximum increase in water surface elevation following dam removal peaks just upstream of the bridges (Figure 3-14 and Figure 3-15).

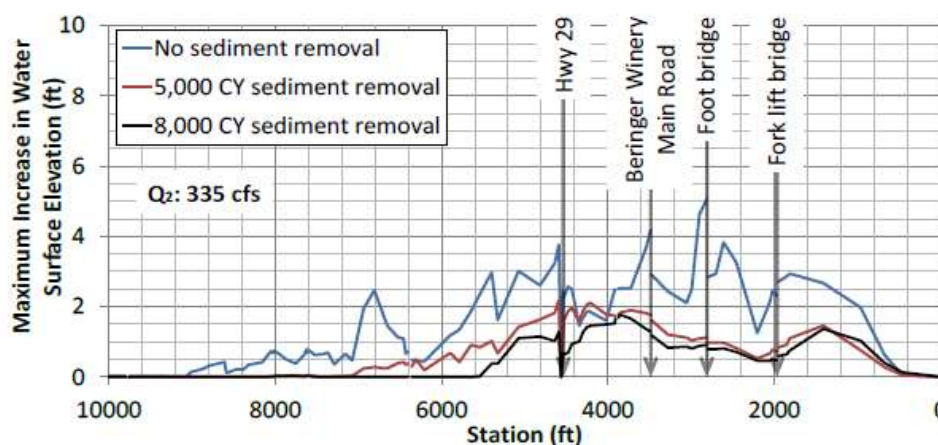


Figure 3-14: Predicted Maximum Increase in WSE Following Dam Removal Under Three Sediment Management Scenarios at 335 cfs, which Corresponds to a 2-yr Flow Event

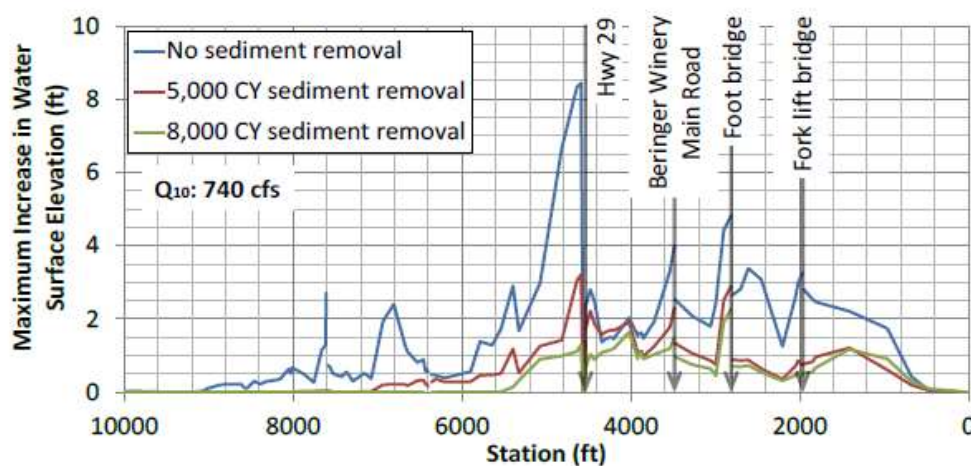


Figure 3-15: Predicted Maximum Increase in Water Surface Elevation Following Dam Removal Under Three Sediment Management Scenarios at 740 cfs, which Corresponds to a 10-yr Flow

Results shown in Figure 3-14 and Figure 3-15 indicate that flood stage (in the 10-year event) can potentially increase by up to approximately 5 ft downstream of Hwy 29 following dam removal under the scenario of no sediment management for the flood events examined. Removing or trapping 5,000 CY or 8,000 CY of sediment prior to dam removal would reduce the potential increase in flood stage downstream. For the more frequent 335 cfs flood (a 2-yr event), for example, removing/trapping either 5,000 or 8,000 CY of sediment would reduce the maximum increase in flood stage to within 2 ft in the reach downstream of Hwy 29, and for the rarer 740 cfs (a 10-yr event) removing/trapping 5,000 or 8,000 CY of sediment would reduce the maximum increase in flood stage to within 3 ft in the reach downstream of Hwy 29. It is recommended to remove 8,000 cubic yards of sediment to minimize the flooding in the lower reaches of York Creek.

Dam removal will not affect the long-term flood stage, only the flood stage immediately following dam removal, because sediment deposition is a short-term transient phenomenon, and the reestablishment of sediment continuity at the Upper York Creek Dam site does not result in long-term channel aggradation downstream.

Streambank Material

The methods listed in the *Fish Passage Evaluation at Stream Crossings* was used to design the rock along the proposed reach of York Creek. The CalTrans Stream Bank Rock Slope Protection (RSP) Design Guidelines (CalTrans 2006) was developed to design rock slope protection along stream banks. The rocks are sized to resist scour and provide additional channel roughness.

$$W_{50} = \frac{0.00002V_b^6 SG}{\sin^3(\beta - \alpha)(SG - 1)^3} \quad \text{Equation XII- 4}$$

Where:

W_{50} weight of the D_{50} rock (lbs)

V_b channel velocity to which bank is exposed (ft/s)

= $V_c \times 0.67$ for parallel flows

= $V_c \times 1.33$ for impinging flows (bends, flow convergence, divergence)

V_c Average cross sectional velocity (ft/s)

SG Specific gravity of rock (Typically 2.65)

b Shape factor constant equal to 70° for broken rock

a Bank angle of RSP slope from horizontal (1.5H:1V slope = 33.7°)

Based on these calculations, the weight of rock is 37.56 lbs. The gradation class is ½ ton rock. This placement will be for the channel bank and bottom (invert) through the dam (20-ft notch, 5% slope, approximately 300-ft).

Rock Weir Sizing

$$D_{75\text{-riprap}} = \frac{3.5wDS}{CK} \quad \text{Equation XII- 8}$$

Where

$D_{75\text{-riprap}}$	D_{75} riprap size in inches
w	channel top width at the design flow (feet)
D	maximum depth of flow in channel (feet)
S	channel slope (feet/feet)
C	coefficient for channel curvature. Ranges from 0.6 to 1 with a value of 1 for straight channels.
K	side slope coefficient. Typically ranges from 0.53 to 0.87 for installed rock slope revetments of 1.5H:1V to 3H:1V, respectively.

$$D_{75\text{-Riprap}} = 1.2D_{50\text{-Riprap}}$$

A half ton rock will be used for the rock weirs downstream of the existing dam embankment.

3.4 Adaptive Management

The Project's Monitoring and Adaptive Management Plan (MAMP) will develop corrective actions in case the sediment trap structures do not initially function as intended. The MAMP will include a schedule for inspection of the structure and potential adaptive management approaches, including notching the logs and/or installing additional large wood structures downstream to reduce fish jump heights at the structures. Therefore, access to the structures will be required for a period of up to 10 years, depending on the monitoring requirements of the various regulatory agencies. The existing condition of York Creek downstream of the Upper York Creek dam is shown in Figure 3-16.



Figure 3-16: Existing Conditions on York Creek Downstream of the Upper York Creek Dam Site

4 Cost Estimate

Engineers construction material quantity and cost estimates were created for the Upper York Creek Dam (UYCD) removal project that includes sediment traps, excavation, channel grading, streambank protection and monitoring program. The total cost estimates are summarized for Phase 1 and Phase 2 in Table 4-1 and Table 4-2, respectively.

Table 4-1: Cost Estimate - Phase 1*

TBD

* Monitoring costs are not included in the cost estimates.

Table 4-2: Cost Estimate - Phase 2*

TBD

* Monitoring costs are not included in the cost estimates.

5 Conclusion

The Upper York Creek Ecosystem Restoration project will be accomplished in two phases. Based on the hydrology, hydraulics and sediment transport analysis, the project components include:

Phase 1

- Construct 30 sediment traps downstream of the Upper York Creek Dam.
- Project Cost: \$XXXXXX.

Phase 2

- Remove embankment and excavate 8,000 cubic yards of sediment behind the dam.
- Construct a 20-ft notch within the existing dam embankment to bedrock elevation. Approximate length is 300-ft.
- Fill or remove existing spillway.
- Grade a rock-lined channel from upstream of the dam to tie-in (daylight) with the existing creek downstream of the dam embankment. Channel length is approximately 200-ft
- The channel will be roughly 5% longitudinal slope.
- Prepare a Monitoring and Adaptive Management Plan (MAMP)
- Project Cost: \$XXXXXX.

5.1 Observations and Recommendations

Based on the hydraulic analyses and sediment transport model, the following are observation and recommendations:

- Short-term sediment deposition would occur downstream of the dam following the Upper York Creek Dam removal. Depending on the hydrologic condition following dam removal, sediment deposition could potentially last for a couple of weeks for a wet year to more than a year for a dry year. The sediment pulse from dam removal passes through the system relatively quickly, and there is no long-term channel aggradation as a result of the reestablishment of sediment continuity at the Upper York Creek Dam site.
- The sediment deposition in York Creek (especially in the lower reaches) has the potential to increase water surface elevation (flooding) by approximately 3-ft at SR 29 and downstream reaches.
- Replacing the bridges alone would not completely eliminate the increase in water surface elevation during the short time following dam removal. Constructing rock berms or permanent floodwalls will help confine the flow within the main channel, which in turn, will help to move the sediment downstream more quickly. The elevated bank elevation after the construction of rock berms or floodwalls can potentially compensate the increase in water surface elevation shortly after dam removal and reduce the frequency of floodplain inundation thereafter. It is our opinion that rock berm or floodwall construction is the most effective measure in an attempt to relieve the flood inundation pressure to the Beringer Winery property either short- or long-term.

- Removing some of the fossilized bars in the creek, as recommended by PWA (2008) will likely result in additional lowering of water surface elevation during the short-period following dam removal, although some or all of those bars may grow back in the future if no other measures are taken to change the flow conditions. Even if these bars grow back in the future, their composition will likely change to finer-sized particles due to the reconnection with upstream sediment supply, that may potentially provide fish spawning habitats under certain conditions. Because of the potential benefits, we recommend using bar removal as a method for material gathering if rock berm or floodwall construction is implemented as the method to combat increased flooding risks following dam removal.

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Upper York Creek Ecosystem Restoration Project, Napa County

Geomorphic Monitoring and Adaptive Management Plan

DRAFT

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1. Introduction

The purpose of this Monitoring and Adaptive Management Plan (Monitoring Plan) for the Upper York Creek Ecosystem Restoration Project (Project) is to measure the response and evaluate the effectiveness of restoration actions related to the implementation of the Project and identify the need for adaptive management. This document defines the monitoring protocols, frequency of monitoring and maintenance surveys, and performance criteria that will be used to evaluate and report on the Project's effectiveness. If monitoring determines that performance criteria are not being met, then either (1) adaptive management measures identified in this Plan will be implemented; or (2) a geomorphic assessment will be conducted to identify the underlying cause(s) of failure and develop corrective actions. Monitoring team members include the Napa County Resource Conservation District (RCD), the City of St. Helena (City), and a qualified geomorphologist and/or geotechnical engineer.

2. Background

York Creek Dam is an onstream earthen structure located approximately 2.7 miles from the confluence of York Creek and the Napa River, near the City of St. Helena, Napa County (Figure 1). The reservoir created by the dam has completely filled in with sediments and vegetation and no longer provides any significant water storage capacity. The channel flowing through the existing sediment-filled reservoir terminates at a drop-inlet structure, which routes water through the dam and outlets at its base. A concrete spillway located along the dam's north-east edge conveys excess streamflow during high-flow events.

York Creek Dam represents a complete migration barrier to anadromous fish and significantly alters the ecological connectivity and natural sediment transport regime of the stream ecosystem. This ecological disruption results in reduced geomorphic complexity and instream habitat for native aquatic and semi-aquatic species including steelhead (federally-threatened), California red-legged frog (federally-threatened), and California foothill yellow-legged frog (state-threatened candidate). Approximately 1.6 miles of high-quality steelhead habitat exists above the reservoir (NCRCD 2005).

The Project involves excavating approximately 8,000 cubic yards of sediment to create a 20-ft wide notch in the dam embankment, constructing a 300-foot long channel through the notch to stabilize the streambed and bank, filling in the existing spillway, and constructing a series of 30 sediment trap structures in the reach immediately downstream of the dam (MBI 2018). The re-graded channel slope through the project site will approximately match the undisturbed channel slope upstream and downstream of the reservoir. The sediment traps will consist of log structures placed strategically within the channel to capture sediments released from the site in the years following construction. Each structure is expected to capture a maximum of 25 to 50 cubic yards of sediment (Stillwater 2018).

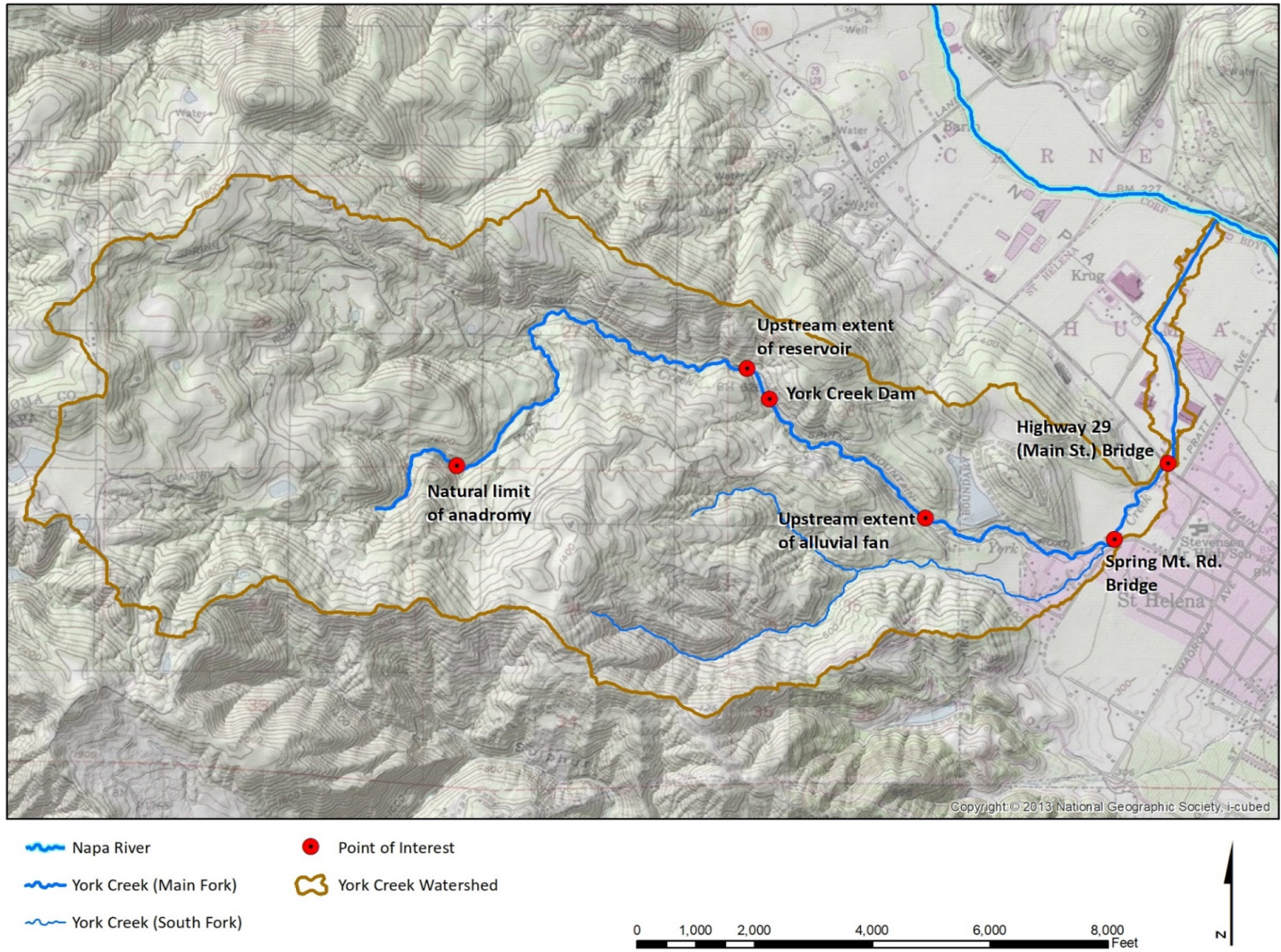


Figure 1. York Creek watershed map

3. Project Purpose and Goals

The purpose of the Project is to restore fish passage, ecological connectivity, and natural sediment transport between habitats upstream and downstream of York Creek Dam. In addition to the active restoration techniques and channel modifications being implemented, the Project intends to let natural processes develop a geomorphically stable self-formed channel over time. As a result, there will be changes to the stream channel that are unpredictable and may occur within a short period of time. The monitoring and adaptive management approach described in this plan is intended to detect these changes and take the appropriate corrective actions needed to prevent adverse effects.

The goals for the Project include the following:

- Restore hydrology, sediment transport, and passage for anadromous fish, specifically adult and juvenile steelhead;
- Development of a geomorphically stable self-formed channel after the dam is removed and impounded sediment is transported downstream;
- Increase and enhance fish spawning and rearing habitat via formation of step-pools and channel complexity associated with installed log structures;
- Restore beneficial sediment dynamics in a manner that minimizes excessive erosion or sedimentation and protects water quality and property.

4. Monitoring Approach

The monitoring approach was developed to address the Project goals above. Monitoring will provide a basis to evaluate Project outcomes and whether the Project goals were achieved, or adaptive management is needed. The monitoring reaches and monitoring approach are described below in detail and may be modified by the project team periodically over the duration of the monitoring period.

4.1 Monitoring Reaches

Monitoring will take place within five contiguous reaches of York Creek (Figure 2). These reaches include the following:

1. Valley Floor Reach (5,000 total linear feet) - extends from the confluence of the Napa River to the Highway 29 crossing.
2. Alluvial Fan Reach (5,200 total linear feet) - extends from the Highway 29 crossing to the top of the alluvial fan at the Spring Mountain Vineyard main entrance.
3. Sediment Trap Reach (4,800 total linear feet) - extends from the Spring Mountain Vineyard main entrance to the downstream face of York Creek Dam.
4. Dam Removal Reach (900 total linear feet) - extends from the downstream face of York Creek dam through the graded channel to the upstream extent of accumulated reservoir sediment.
5. Upstream Canyon Reach (8,700 total linear feet) - undisturbed channel extending from the upstream extent of accumulated reservoir sediment to the natural limit of anadromy.

Monitoring will include the following components:

1. Reconnaissance surveys to observe current conditions and identify if any immediate adaptive management actions are needed (Reaches 1-5);
2. Post-construction topographic surveys of channel cross-sections (transects) to evaluate how instream sediment trap structures are performing and monitor upstream and downstream channel response (Reaches 1-4);
3. Pre- and post-construction channel thalweg surveys (longitudinal profile) to evaluate fish passage and changes in habitat complexity based on flow variation, sediment transport, and vegetation establishment (Reaches 1-5);
4. Photo-monitoring at defined stations located in each monitoring reach to document changes over time (Reaches 1-5);
5. Water quality monitoring for turbidity to monitor changes in turbidity as impounded sediment is transported downstream and natural sediment transport is restored (Reach3);
6. Fish monitoring to document restored fish passage and reoccupation by anadromous steelhead trout (Reaches 3-5)

Monitoring methods have been chosen to balance the frequency and resolution of data collection in as meaningful and yet cost-effective manner as possible while ultimately evaluating the success of the Project and/or identifying the need for adaptive management. This monitoring approach is based on similar riverine and riparian restoration actions undertaken in the mainstem Napa River over the past 15 years.

Monitoring and reconnaissance surveys will be conducted over a minimum ten-year period. The monitoring team will re-evaluate the monitoring plan after the initial three years to determine if any changes should be made to the methods or frequency of the monitoring and reconnaissance surveys.

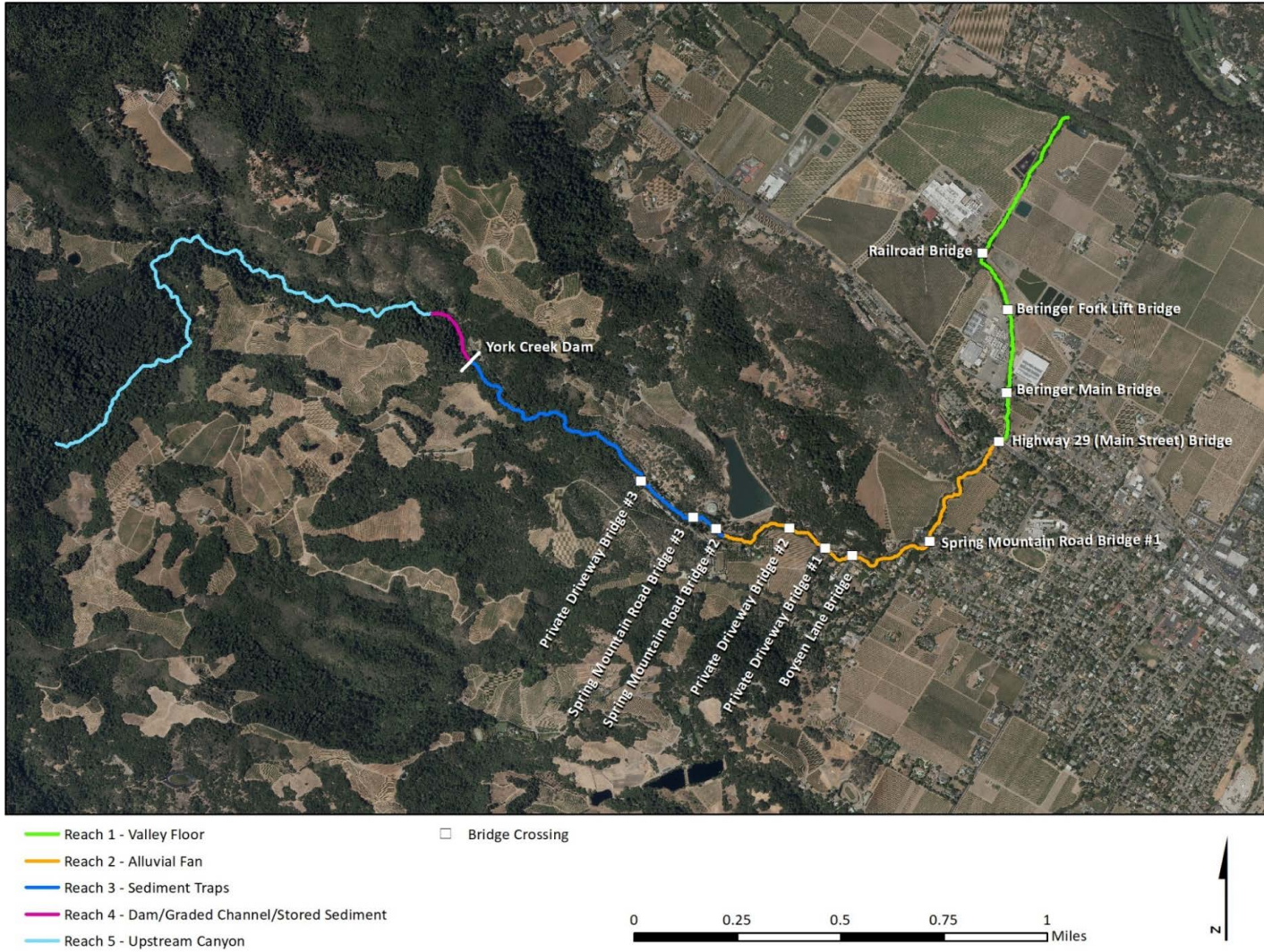


Figure 2. York Creek monitoring reaches and bridge locations.

5. Monitoring Methods

5.1 Reconnaissance Surveys

Reconnaissance surveys of all monitoring reaches will be conducted annually for five years post-construction to guide monitoring activities and allow for informed adaptive management. The reconnaissance surveys will include visual inspections of all monitoring reaches to identify areas of excessive erosion or sedimentation that threaten water quality or property. The reconnaissance surveys will be conducted by the RCD biologist and RCD hydrologist in collaboration with a qualified fluvial geomorphologist to provide technical adaptive management decisions to the City if any problems arise related to Project performance or structural stability.

Methods

During reconnaissance surveys, data points, notes, observations, measurements, and photos will be collected in a mapping application on a tablet computer to support the following:

Reach 1 (Valley Floor)	Document areas of significant erosion and deposition, especially at bridge crossings
Reach 2 (Alluvial Fan)	Document areas of significant erosion and deposition, especially at the canyon/fan transition at the top of the reach, and at bridge crossings
Reach 3 (Sediment Traps)	Evaluate performance of sediment trap structures including sediment volume estimates, debris loading, structural integrity, and fish passage Map areas of significant erosion and deposition Conduct photo-monitoring
Reach 4 (Dam/Graded Channel/Stored Sediment)	Identify areas of potential instability within constructed channel, streambanks, and spillway Conduct photo-monitoring Confirm the reach remains passable by fish
Reach 5 (Upstream Canyon)	Identify potential signs of channel instability resulting from Project grading activities downstream Document occurrences or evidence of special status aquatic species (steelhead, foothill yellow-legged frog, California red-legged frog)

Frequency

The annual reconnaissance survey will be conducted for five years post-construction, and again during monitoring year 7 and 10. Reconnaissance surveys will be conducted in the spring, after the large winter stormflows, but in time to coordinate potential repair work during the construction season.

5.2 Cross Section Surveys

Topographic cross section surveying of stream channels is a standard method to evaluate physical changes in channel geometry, such as widening/scour due to erosion or reduction in channel capacity due to deposition of sediments. The objective of cross section surveying is to quantify changes in channel morphology to allow evaluation of the channel's response to dam removal.

Methods

A total of 43 cross sections will be surveyed at the following locations:

Reach	# of Cross Sections	Cross Section Locations
1. Valley Floor	3	Upstream face of all bridge crossings (Railroad Bridge, Beringer Fork Lift Bridge, Beringer Main Bridge)
2. Alluvial Fan	5	Upstream face of all bridge crossings (Highway 29, Spring Mountain Road Bridge #1, Boysen Lane Bridge, Private Driveway Bridge #1, Private Driveway Bridge #2)
3. Sediment Traps	33	Upstream face of all bridge crossings (Spring Mountain Road Bridges #2 and #3, Private Driveway Bridge #3), and one cross section per sediment trap (total=30)
4. Dam/Graded Channel/Stored Sediment	2	Upstream end of graded channel and at approximate center of stored sediment

Access, ability to re-occupy, and expected post-Project channel adjustment will be considered in selecting exact cross section locations. At each cross section, left and right bank monuments (t-posts or rebar pins) will be installed to mark the ends of the transect, allow future re-occupation, and provide elevation control. The monuments will be installed above the bankfull stage and at a sufficient width to record future bank erosion or channel widening. Channel elevation data will be collected between the monuments at a reasonably small resolution to capture significant potential change. RCD will coordinate cross section surveys with the City and landowner representatives.

Cross section data will be processed to generate a set of metrics that will allow comparison of pre- and post-Project conditions, including channel width, maximum depth, mean depth, cross-sectional area, width/depth ratio, and condition and stability of upper terraces which may include potential slide areas. Cross section data will also be plotted to visually depict change at each location.

Frequency

Cross section transects will be monumented and surveyed after construction is completed, but before the first winter stream flows. All cross sections will be re-surveyed annually for the first 3 years following dam removal. During monitoring years 4-10, cross-sections will be surveyed following a 2-year or greater recurrence interval (RI) storm; following a 5-year or greater RI storm; and following a 10-year or greater RI storm, for a total of three additional surveys. If a 10-year RI storm has not occurred by 10 years post-construction, a survey will be completed in the tenth year post-construction.

5.3 Longitudinal Profile Surveys

Stream channel longitudinal profile surveying provides detailed topographic data of the stream bed and allows assessment of incision or aggradation as well as changes in slope and complexity. The objective of longitudinal profile surveying in this case is to evaluate the channel's response to dam removal.

Methods

An initial baseline longitudinal profile survey will be conducted from approximately 1,400 feet upstream of the dam to the Napa River. Subsequent surveys will be conducted in Monitoring Reaches 3, 4, and 5 and will extend from 1,400 feet upstream of the dam to the downstream end of Monitoring Reach 3. Each survey will follow the thalweg of the channel and elevation data will be collected at breaks-in-slope, especially riffle crests, the downstream ends of riffles, maximum pool depths, and installed structures. A minimum of one data point per 100 feet of channel will be collected.

Longitudinal profile data will be processed to generate a set of metrics that will allow comparison of pre- and post-Project conditions, including sub-reach slope, riffle count, riffle length, pool length, and residual pool depth. Longitudinal profile data will also be plotted to visually depict pre- and post-Project change.

Frequency

The initial baseline longitudinal profile survey will be conducted after completion of the Project, but prior to the first winter stormflow. Subsequent surveys in Monitoring Reaches 3-5 will be conducted following a 2-year or greater recurrence interval (RI) storm; following a 5-year or greater RI storm; and following a 10-year or greater RI storm, for a total of three additional surveys. If a 10-year RI storm has not occurred by 10 years post-construction, a survey will be completed in the tenth year post-construction.

5.4 Photo-Monitoring

Photo-monitoring is conducted at select locations pre- and post-construction. Photo-monitoring stations are established and re-occupied to provide a visual record of change in channel conditions, installed structure performance, and vegetation establishment.

Methods

Photo stations will consist of permanent monuments (t-posts or rebar pins) installed at locations throughout the project area. The number of stations and their exact locations will be determined by the monitoring team after construction is complete to ensure the full extent of the project is included.

Frequency

RCD will collect photos immediately following construction. Each photo station will be re-occupied during winter high flow conditions and spring low flow conditions during the first year. Subsequent photo-monitoring will be conducted for five years post-construction during the reconnaissance surveys and again in monitoring years 7 and 10.

5.5 Turbidity Monitoring

Turbidity is a measure of water clarity that can be used as a surrogate for gauging suspended sediment concentrations within the water column. Turbidity can be measured during and after storm events to observe changes in sediment transport dynamics within a stream. The objective of turbidity monitoring

in this Plan is to evaluate whether sediment transported from the Project may have adverse effects on aquatic habitat downstream.

Methods

Turbidity will be measured near the downstream end of Monitoring Reach 3 at Private Driveway Bridge #3 and at downstream end of Monitoring Reach 2 at the Highway 29 Bridge (Figure 2). Water samples will be collected from the stream using a clean bottle and sampling rod either from the streambanks or the bridges. Samples will be analyzed using a portable digital turbidity meter according to standard protocols provided by the manufacturer.

Frequency

Turbidity will be monitored for 3 high-flow events during the first year following dam removal. For each storm event, turbidity will be measured during, or as close as possible to, peak flow conditions. Turbidity will be measured three additional times following each storm at approximately equal intervals (2-3 days apart) for a total of four measurements per high-flow event. If dam removal occurs in a dry year with minimal sediment transport, monitoring will be conducted during the subsequent year.

5.6 Fish Surveys

Spawner surveys are the standard method for determining adult salmonid abundance and spawning distributions. Surveys are conducted repeatedly throughout the target species' spawning season to document the full spatial and temporal distribution of the population. For this Project, spawner surveys are intended to document upstream passage of adult steelhead past the dam removal site and reoccupation of the upstream habitat by anadromous fish.

Methods

Spawner surveys will be conducted in Monitoring Reaches 3-5 by a crew of 2 people trained in salmonid and spawning redd identification. Surveys will be conducted according to RCD's existing protocol, which is based on California Department of Fish and Wildlife guidelines. Surveys will be conducted in an upstream direction by wading in the channel and recording details on any live fish, dead carcasses, and spawning redds encountered. Numeric and spatial data will be collected using a tablet computer.

Frequency

Spawner surveys will be conducted from January 15 through April 15, or as close to that window as practical, depending on flow conditions and other constraints. A total of four surveys per year will be completed; however, in dry years, lack of flow may reduce the number of surveys conducted. Surveys will be spaced 2-3 weeks apart and will be conducted preferentially after storm events that are likely to initiate upstream steelhead migration.

6. Performance Criteria and Adaptive Management

The Project is anticipated to have different effects on each monitoring reach; therefore, performance criteria were developed for each reach based on anticipated outcomes and concerns. Monitoring data will be evaluated relative to the Project goals and performance criteria to determine whether the Project is on track. If monitoring results indicate that performance criteria are not being achieved, either (1) potential adaptive management actions identified below will be implemented to address/resolve the problem, or (2) a geomorphic assessment will be conducted to identify the underlying cause(s) of failure and develop corrective actions in consultation with the appropriate agencies.

This Monitoring Plan identifies some potential adaptive management actions that would be implemented if performance criteria are not being achieved. Additional adaptive management actions may need to be developed based on a geomorphic assessment conducted by a qualified geomorphologist and/or engineer based on analysis of the monitoring data. The following table summarizes the performance criteria, potential problems, and potential adaptive management actions for each monitoring reach.

Monitoring Reach	Performance Criteria	Potential Problem	Potential Adaptive Management
Reach 1 (Valley Floor)	Beneficial sediment dynamics that protect water quality and property and support fish passage	Excessive erosion and/or sedimentation that threatens water quality or property; impediment to fish passage	Sediment management/removal
	Cross-sectional area is maintained at bridge crossings	Reduction of cross-sectional area at any bridge crossing of 10% or greater that may indicate reduced capacity	Sediment management/removal
Reach 2 (Alluvial Fan)	Beneficial sediment dynamics that protects water quality and property and supports fish passage	Excessive erosion and/or sedimentation that threatens water quality or property; impediment to fish passage	Sediment management/removal
	Turbidity dissipates within 7 days following rainfall events	Elevated turbidity persists more than 7 days following rainfall events	Conduct source investigation and stabilize source(s) of chronic sediment input using erosion control techniques
	Cross-sectional area is maintained at bridge crossings	Reduction of cross-sectional area at any bridge crossing of 10% or greater that may indicate reduced capacity	Sediment management/removal
Reach 3 (Sediment Traps)	Evidence of sediment trap persistence and stability	Sediment trap becomes damaged or non-functional (e.g. entrained, repositioned, collapsed, flanked, etc.)	Geomorphic assessment to evaluate the cause of failure and determine whether sediment trap should be reinstalled or repaired
	Sediment traps are functioning as intended (i.e. capturing 25-50 cubic yards of sediment, deposition equivalent to depth of wood structure, not blocking fish passage)	Sediment trap is not capturing sediment and/or sediment trap and is causing impediment to fish passage	Geomorphic assessment to determine whether sediment trap should be repositioned or modified (notched) to improve sediment capture and fish passage
	Readjusted channel slope that provides fish passage	Excessive erosion/sedimentation that impedes fish passage	Geomorphic assessment to determine the cause of erosion/sedimentation and develop corrective actions
	Cross-sectional area is maintained at bridge crossings	Reduction of cross-sectional area at any bridge crossing of 10% or greater that may indicate reduced capacity	Sediment management/removal
	Turbidity dissipates within 7 days following rainfall events	Elevated turbidity persists more than 7 days following rainfall events	Conduct source investigation and stabilize source(s) of chronic sediment input using erosion control techniques

	Stream habitat quality (pool/riffle ratios, max pool depths) remains the same or improves 10 years post-project	Habitat quality is reduced and/or channel morphology is simplified 10 years post-project	Geomorphic assessment to determine cause and develop recommended restoration strategies to improve habitat quality/complexity
	Presence of adult and juvenile steelhead within 10 years post-project	Steelhead not observed spawning or rearing	Biological assessment to determine potential causes
Reach 4 (Dam/Graded Channel/Stored Sediment)	Readjusted channel slope that provides fish passage	Excessive erosion/sedimentation that impedes fish passage	Geomorphic assessment to determine the cause of erosion/sedimentation and develop corrective actions
	Constructed channel and supporting structures are stable and do not threaten water quality or property	Excessive erosion, sedimentation, head cutting, widening, loss of streamside vegetation	Geomorphic/Engineering assessment to evaluate the cause of failure and develop corrective action Replant vegetation and stabilize sediments using erosion control techniques
	Remaining reservoir fill sediments are mobilized as expected and do not threaten water quality or property	Excessive erosion (land sliding/slumping), sedimentation, head cutting, widening, loss of streamside vegetation	Geomorphic assessment to evaluate the cause of failure and develop corrective action Replant vegetation and stabilize sediments using erosion control techniques
	Presence of adult and juvenile steelhead within 10 years post-project	Steelhead not observed spawning or rearing	Biological assessment to determine potential causes
	Stream habitat quality (pool/riffle ratios, max pool depths) remains the same or improves 10 years post-project	Habitat quality is reduced and/or channel morphology is simplified 10 years post-project	Geomorphic assessment to determine cause and develop recommended restoration strategies to improve habitat quality/complexity
Reach 5 (Upstream Canyon)	Channel adjustment, including anticipated head cutting and/or widening, does not pose a threat to water quality or property	Excessive erosion (land sliding/slumping), sedimentation, head cutting, widening, loss of streamside vegetation	Geomorphic assessment to evaluate the cause of failure and develop corrective action Replant vegetation and stabilize sediments using erosion control techniques
	Presence of adult and juvenile steelhead within 10 years post-project	Steelhead not observed spawning or rearing	Biological assessment to determine potential causes

7. Data Management and Reporting

The RCD will function as the primary data collection, management, and reporting entity for the Project. The RCD will coordinate with the City and private landowners to gain access and schedule and conduct survey activities. The City will circulate reports and data generated from this monitoring effort to resource agencies and landowners.

7.1 Data Management

The RCD will function as the organizational sponsor for the archiving of digital and physical copies of all field data sheets, photo documentation, GIS layers, and reports associated with the Project. Final reports will also be posted to the Napa Watershed Information Center and Conservancy (WICC) of Napa County (<http://www.napawatersheds.org>) for access through their website.

7.2 Reporting

The RCD will produce and distribute a monitoring report annually, which will include monitoring results and adaptive maintenance activities implemented. An outline of each report is presented below:

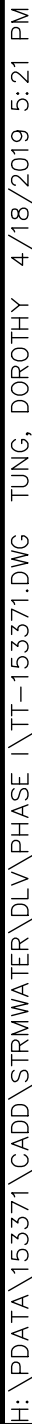
- Summary of annual monitoring activities
- Discussion of monitoring results
- Review of previous monitoring findings, trends and changes observed
- Discussion of adaptive management activities implemented

References

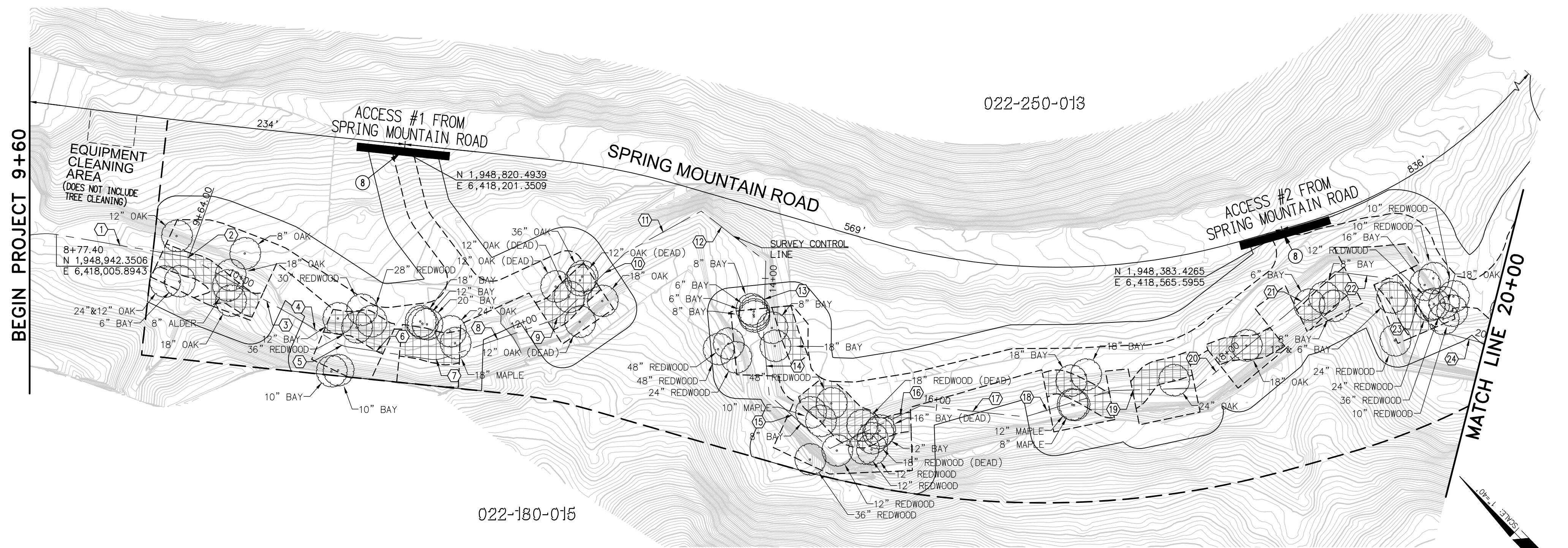
Michael Baker International (MBI). 2018. Upper York Creek Ecosystem Restoration Project: Dam Removal, Channel Restoration, Aquatic Habitat Enhancement Project. Basis of Design Report. Prepared for the City of St. Helena, California. November 2018.

Napa County Resource Conservation District (NCRCD). 2005. Central Napa River Watershed Project, Salmonid Habitat Form and Function. Prepared for the California Department of Fish and Game Fisheries Restoration Grant Program.

Stillwater Sciences. 2018. Basis of Design for York Creek Large Wood Sediment Trap Concepts. Technical memorandum prepared for Michael Baker International, Inc. January 8, 2018.



H:\PDATA\153371\CADD\STORMWATER\DLV\PHASE\153371-SHTS-02-04.DWG TUNG, DOROTHY 4/18/2019 5:13 PM

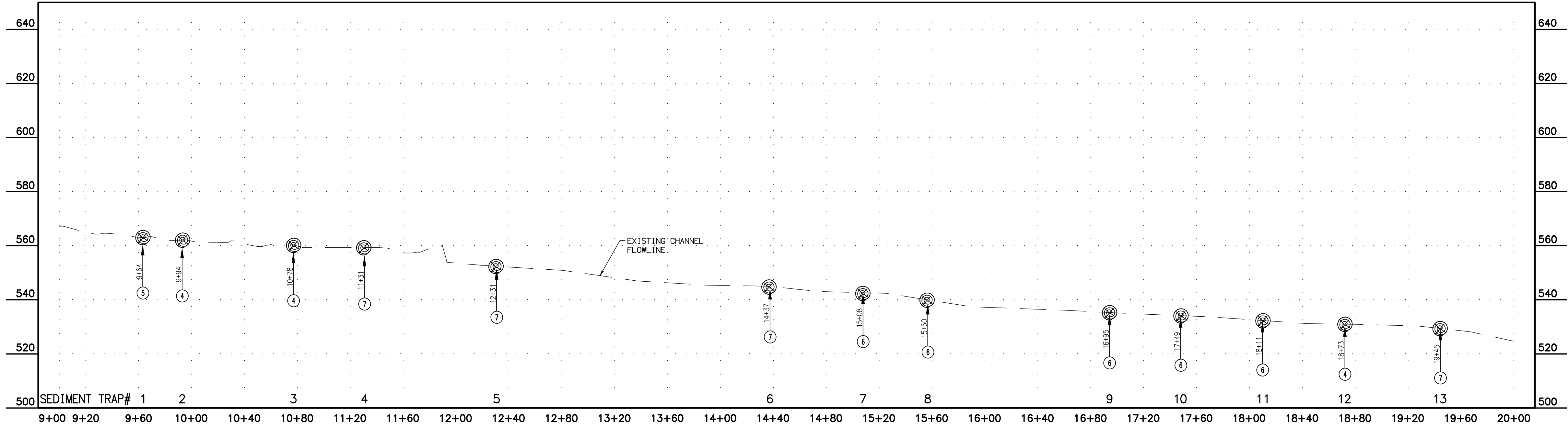


- CONSTRUCTION NOTES
- ④ INSTALL SEDIMENT TRAP TYPE 1
 - ⑤ INSTALL SEDIMENT TRAP TYPE 2
 - ⑥ INSTALL SEDIMENT TRAP TYPE 3
 - ⑦ INSTALL SEDIMENT TRAP TYPES 1 & 3
 - ⑧ REMOVE AND REPLACE GUARD RAIL AS NEEDED
- SEE SHEET DT-01 FOR SEDIMENT TRAP DETAILS.

LINE/CURVE DATA TABLE				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	S35°27'28"E	-	82.86'	-
2	019°14'49"	20.00'	6.72'	3.39'
3	S16°12'40"E	-	73.98'	-
4	S13°43'30"E	-	32.24'	-
5	022°47'40"	20.00'	7.96'	4.03'
6	S36°31'11"E	-	53.16'	-
7	027°05'48"	20.00'	9.46'	4.82'
8	S63°36'58"E	-	73.17'	-
9	024°52'49"	20.00'	8.68'	4.41'
10	S88°29'47"E	-	55.39'	-
11	S73°19'13"E	-	55.90'	-
12	S07°37'16"E	-	52.34'	-
13	S46°42'17"W	-	47.56'	-
14	S39°26'01"W	-	36.98'	-
15	S04°25'52"E	-	51.62'	-
16	S69°41'39"E	-	64.23'	-
17	S39°04'14"E	-	67.93'	-
18	S61°26'37"E	-	58.29'	-
19	S46°36'16"E	-	54.30'	-
20	S83°29'18"E	-	72.94'	-
21	S85°38'17"E	-	42.94'	-
22	S37°53'28"E	-	41.38'	-
23	S08°39'14"W	-	39.72'	-
24	S30°28'11"E	-	42.19'	-

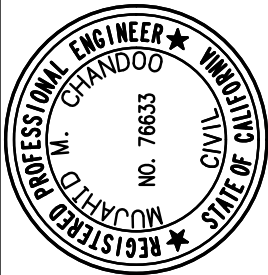
(TOTAL)

SEDIMENT TRAP# 1 2 3 4 5 6 7 8 9 10 11 12 13



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PREPARED FOR:
CITY OF
ST. HELENA



REVISIONS	DATE	BY

DATE: 11/19/2018
SCALE: 1" = 40'
DESIGNED BY: DM
DRAFTED BY: JMT
CHECKED BY: SKG

UPPER YORK CREEK
DAM REMOVAL PROJECT
P&P 900 - 2000

PP-01

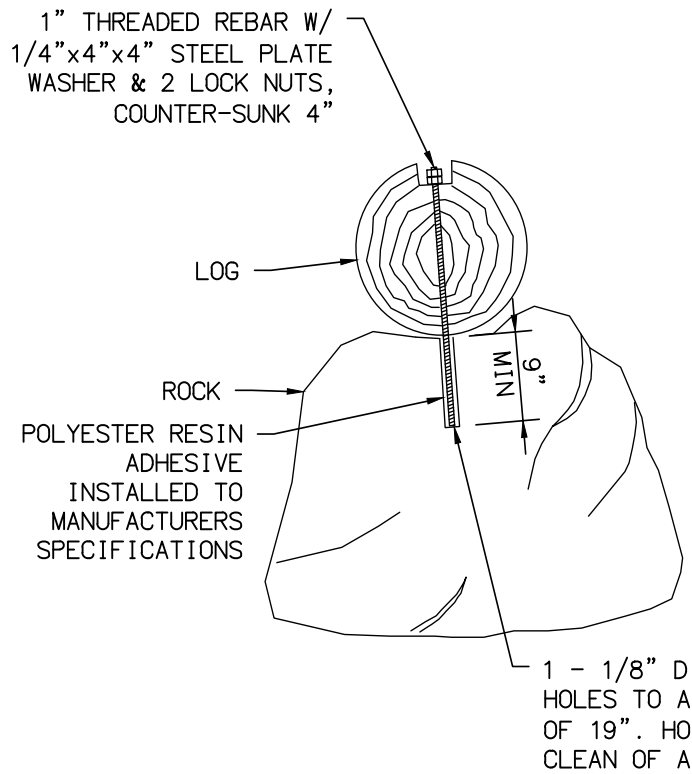
02 OF 05

\\F:\PDATA\153371\CAD\STRM\WATER\DLV\PHASE 1\153371-D1-TRAP-ROCK.DWG JORDAN, TAYLOR 4/4/2019 2:28 PM

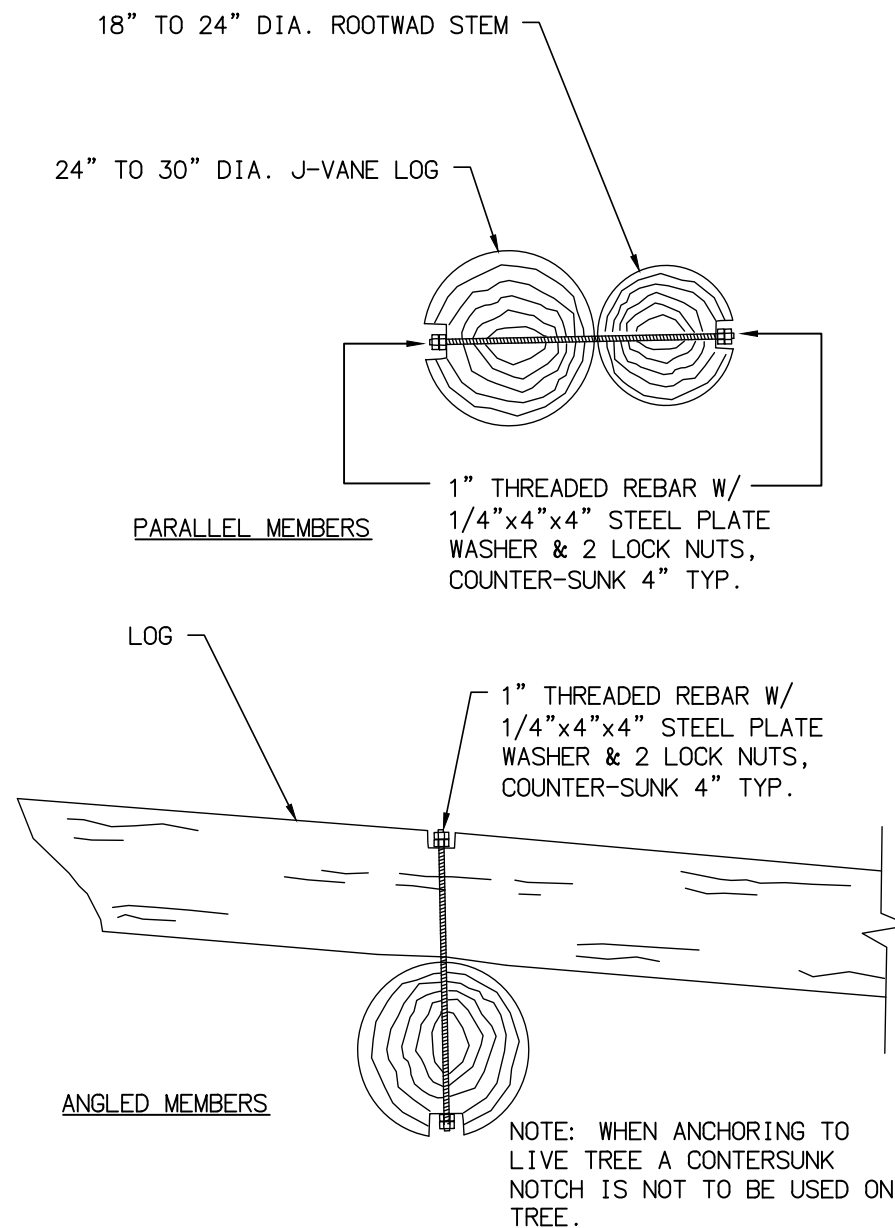
LOG DIAMETER (FT)	LOG LENGTH (FT)	MINIMUM ROCK WEIGHT* (TONS)
18	40	---
24	40	6.1

*ROCK WEIGHT IS BASED ON USE OF AIR-DRIED (20% MOISTURE CONTENT PER UNIT WEIGHT) SEASONED AMERICAN REDWOOD (28 LB/FT³ DENSITY)

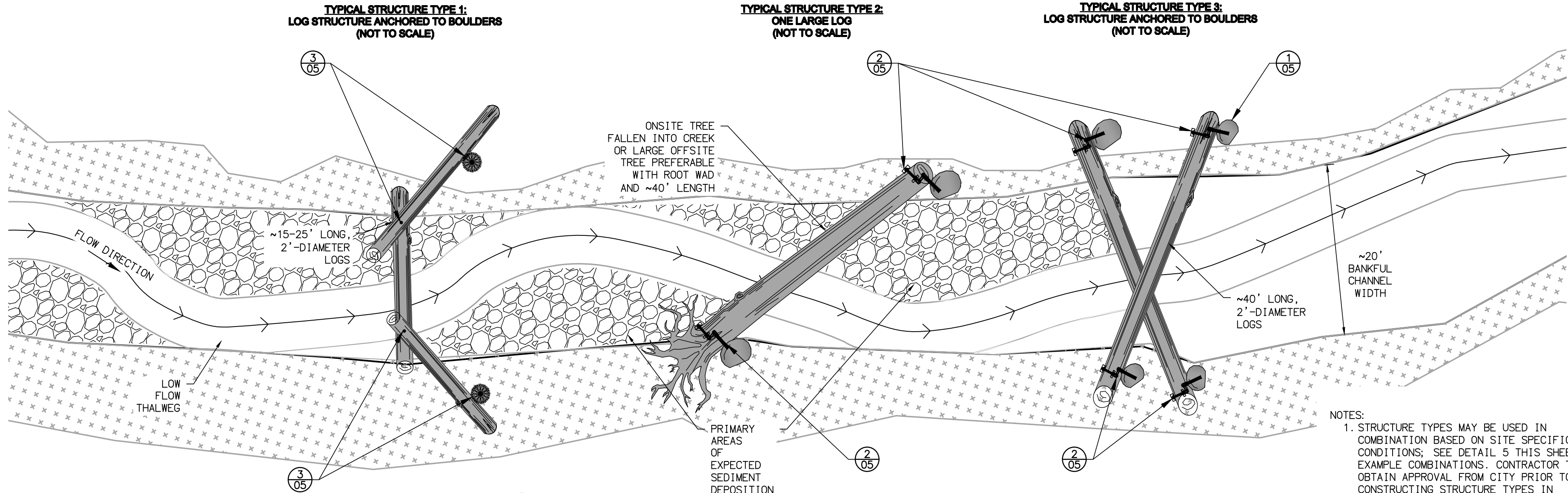
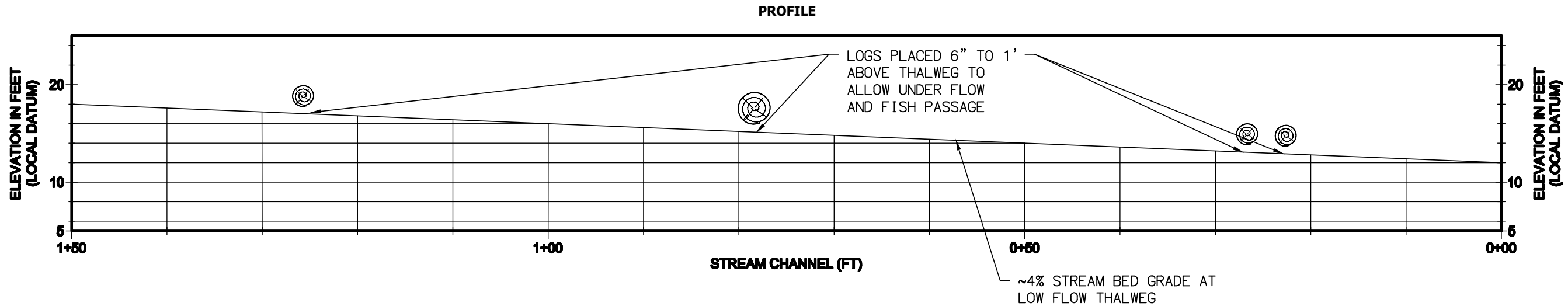
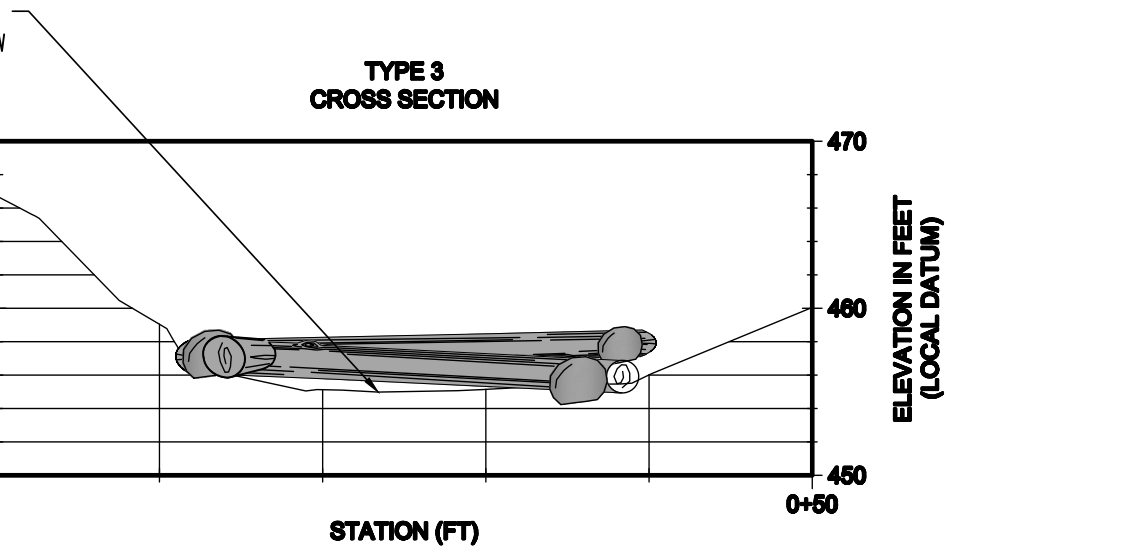
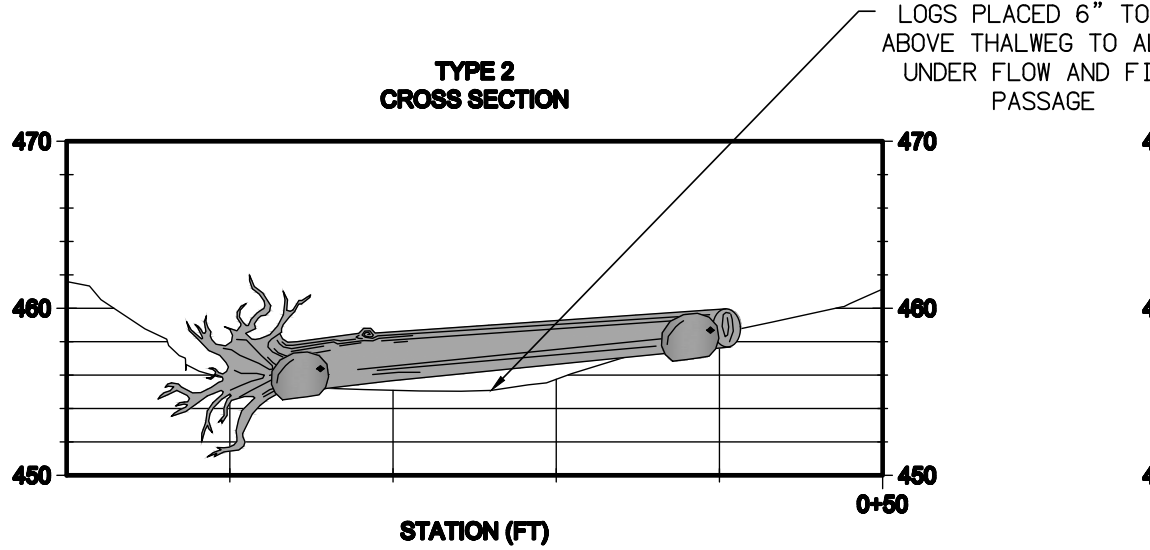
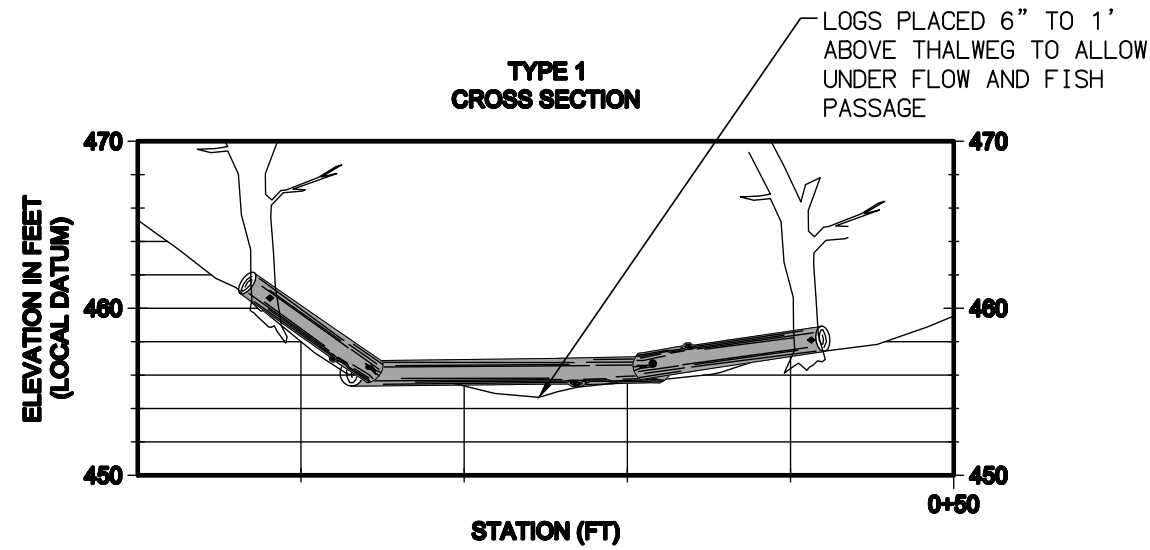
1 MIN REQUIRED ROCK FOR BALLAST
(100% EXPOSED TO FLOW, NON-KEYED)



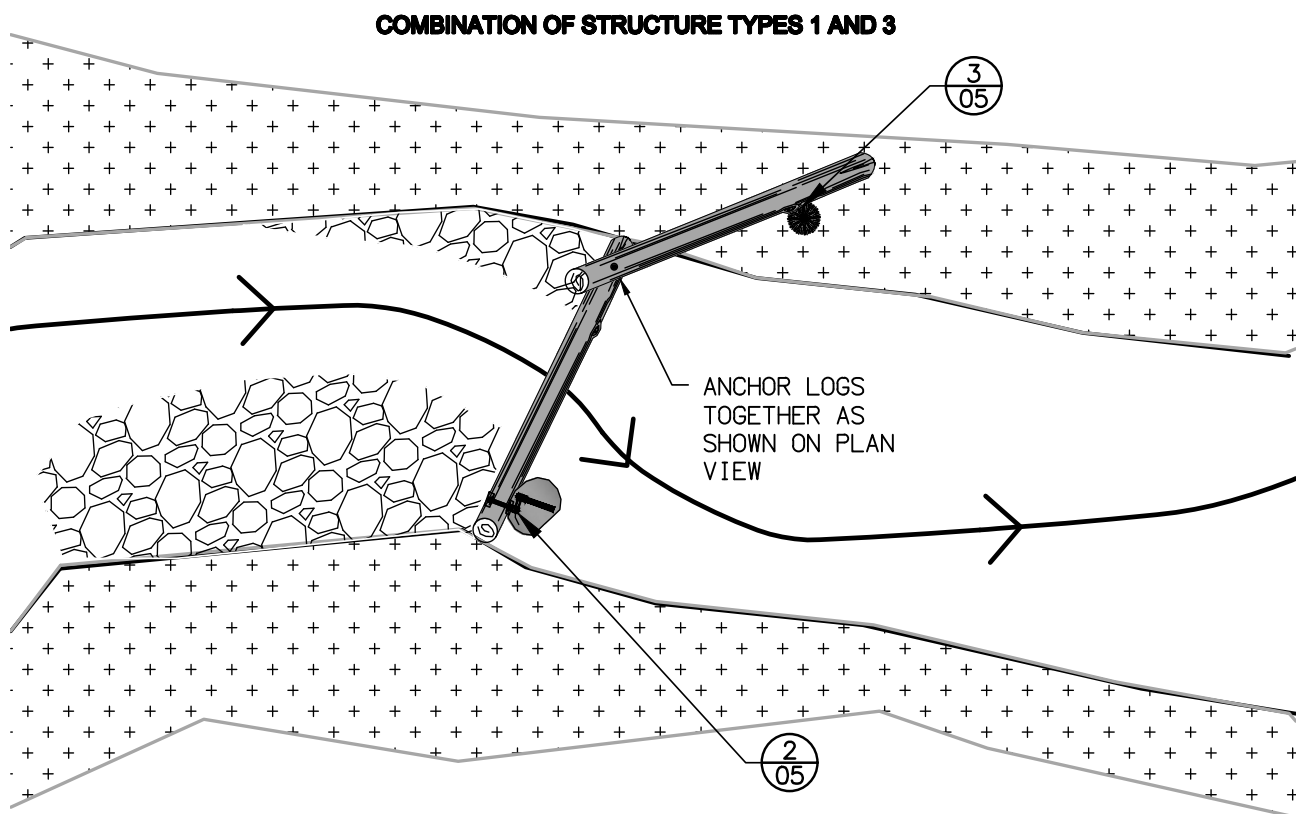
2 LOG TO ROCK CONNECTION
NTS



3 LOG TO LOG OR LOG TO TREE CONNECTION
NTS



4 SEDIMENT TRAP ANCHORING DETAIL
NTS

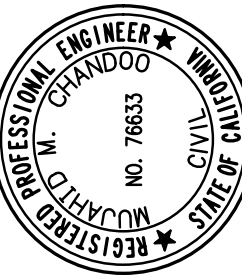


5 STRUCTURE TYPES USED IN COMBINATION (EXAMPLES)
NTS

NOTES:
1. STRUCTURE TYPES MAY BE USED IN COMBINATION BASED ON SITE SPECIFIC CONDITIONS. SEE DETAIL 5 THIS SHEET FOR EXAMPLE COMBINATIONS. CONTRACTOR TO OBTAIN APPROVAL FROM CITY PRIOR TO CONSTRUCTING STRUCTURE TYPES IN COMBINATION.

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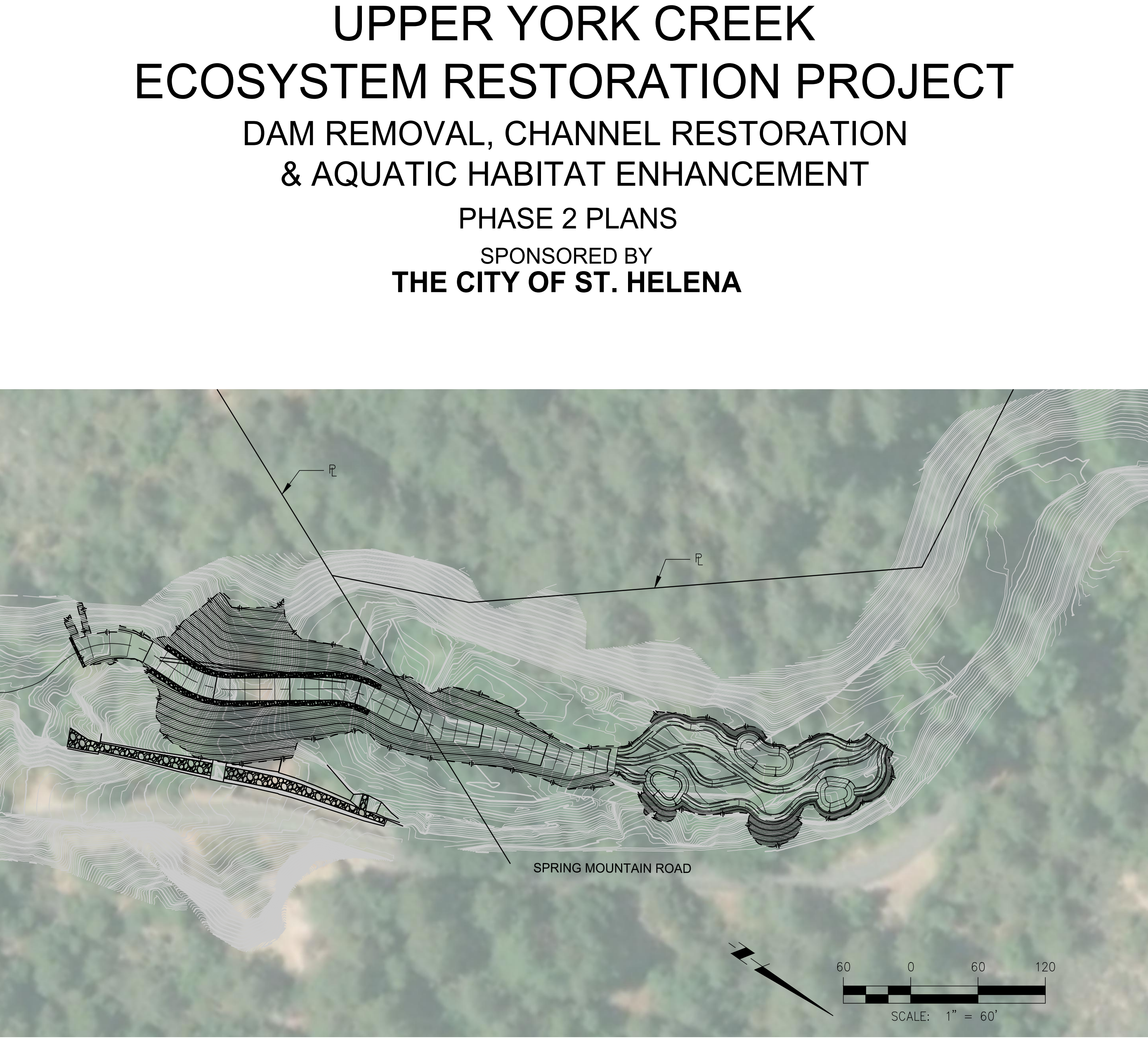
PREPARED FOR:
CITY OF
ST. HELENA



DATE	BY	DATE	BY
11/19/2018	NTS		
SCALE:	NTS	DESIGNED BY:	DM
		DRAFTED BY:	JMT
		CHECKED BY:	SKG

UPPER YORK CREEK
DAM REMOVAL PROJECT
DETAILS

DT-01
05 OF 05



UPPER YORK CREEK
ECOSYSTEM RESTORATION PROJECT
DAM REMOVAL, CHANNEL RESTORATION
& AQUATIC HABITAT ENHANCEMENT
PHASE 2 PLANS
SPONSORED BY
THE CITY OF ST. HELENA

ABBREVIATIONS

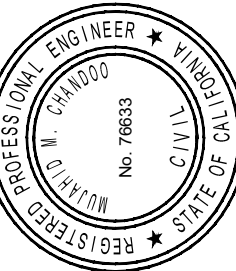
APN	ASSESSOR PARCEL NUMBER
BC	BEGIN CURVE
CL	CENTERLINE
E	EASTING
EC	END CURVE
EG	EXISTING GRADE
FS	FINISHED SURFACE
GB	GRADE BREAK
INV	INVERT
N	NORTHING
NTS	NOT TO SCALE
PL	PROPERTY LINE
S	SLOPE
SF	SQUARE FEET
STA	STATION
TYP	TYPICAL

LEGEND

- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- SLOPE - PROPOSED
- DAYLIGHT LIGHT
- CENTERLINE
- DIRECTION OF FLOW

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PREPARED FOR:
CITY OF
ST. HELENA



DATE: _____	xx/xx/xxxx	REVISIONS	DATE	BY
SCALE: _____				
DESIGNED BY: _____	xxx			
DRAFTED BY: _____	xxx			
CHECKED BY: _____	xxx			

UPPER YORK CREEK
ECOSYSTEM RESTORATION PROJECT
TITLE SHEET

T-01
01 OF XX

	SHEET INDEX
SHEET	SHEET TITLE
T-01	TITLE SHEET
K-01	SHEET INDEX & EXISTING EASEMENTS
EX-01	EXISTING CONDITIONS PLAN
DG-01	DRAINAGE & GRADING: PLAN & PROFILE STA 8+00 – 12+99.76
DG-02	DRAINAGE & GRADING RESTORATION AREA
X-01	CROSS SECTIONS
X-02	CROSS SECTIONS
DT-01	TYPICAL SECTIONS & DETAILS
S-01	STRUCTURAL DETAILS
RP-01	LANDSCAPE/RESTORATION PLAN

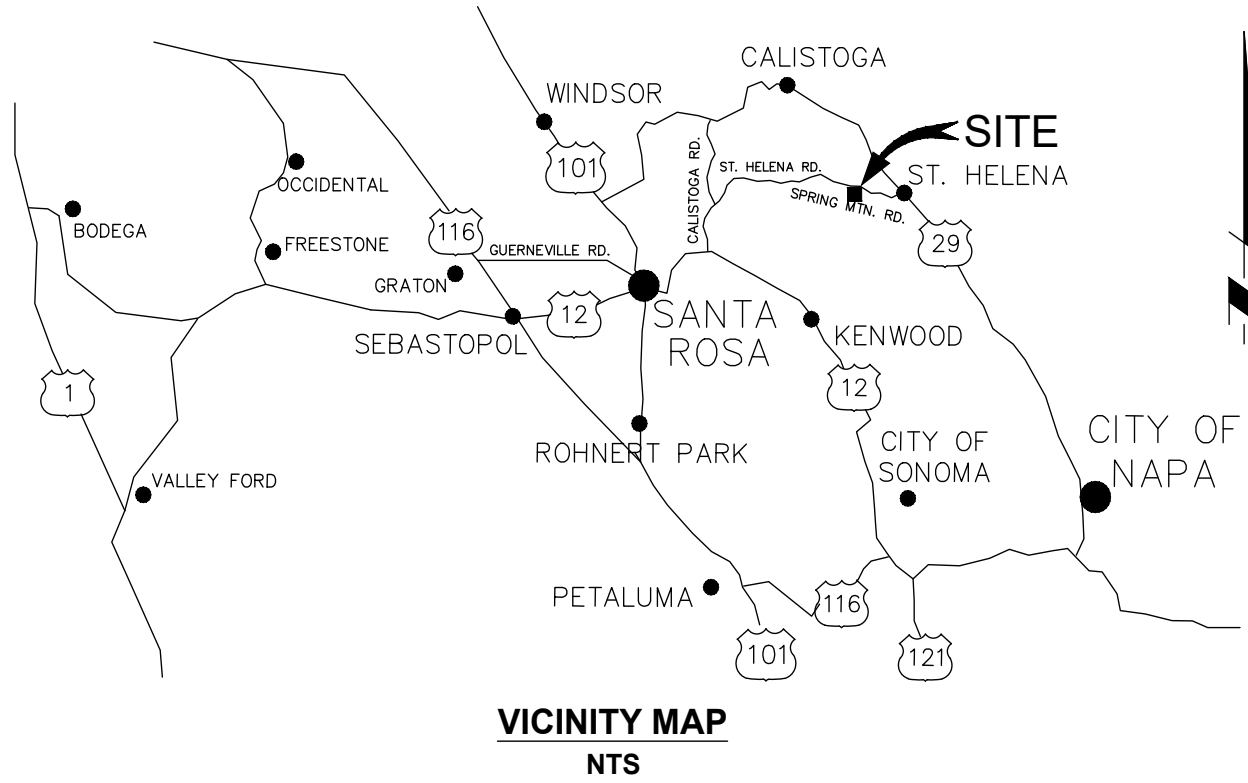
PROJECT LAYOUT

SURVEY INFORMATION:

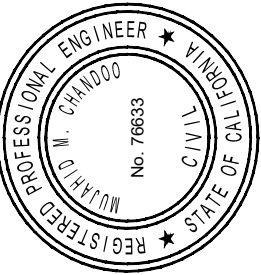
TOPOGRAPHIC MAPPING PERFORMED BY ALBION SURVEYS, INC., MARCH 2002. SUPPLEMENTAL TOPOGRAPHIC MAPPING PERFORMED BY PRUNUSKE CHATHAM, INC., JUNE 2006 AND FEBRUARY 2014. ADDITIONAL SUPPLEMENTAL FIELD DATA WAS COLLECTED BY MICHAEL BAKER INTERNATIONAL ON JULY 12, 2017 AND NOVEMBER 24, 2017.

HORIZONTAL DATUM: CA STATE PLANE, ZONE 2

VERTICAL DATUM: NAVD 88



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CITY OF
ST. HELENA

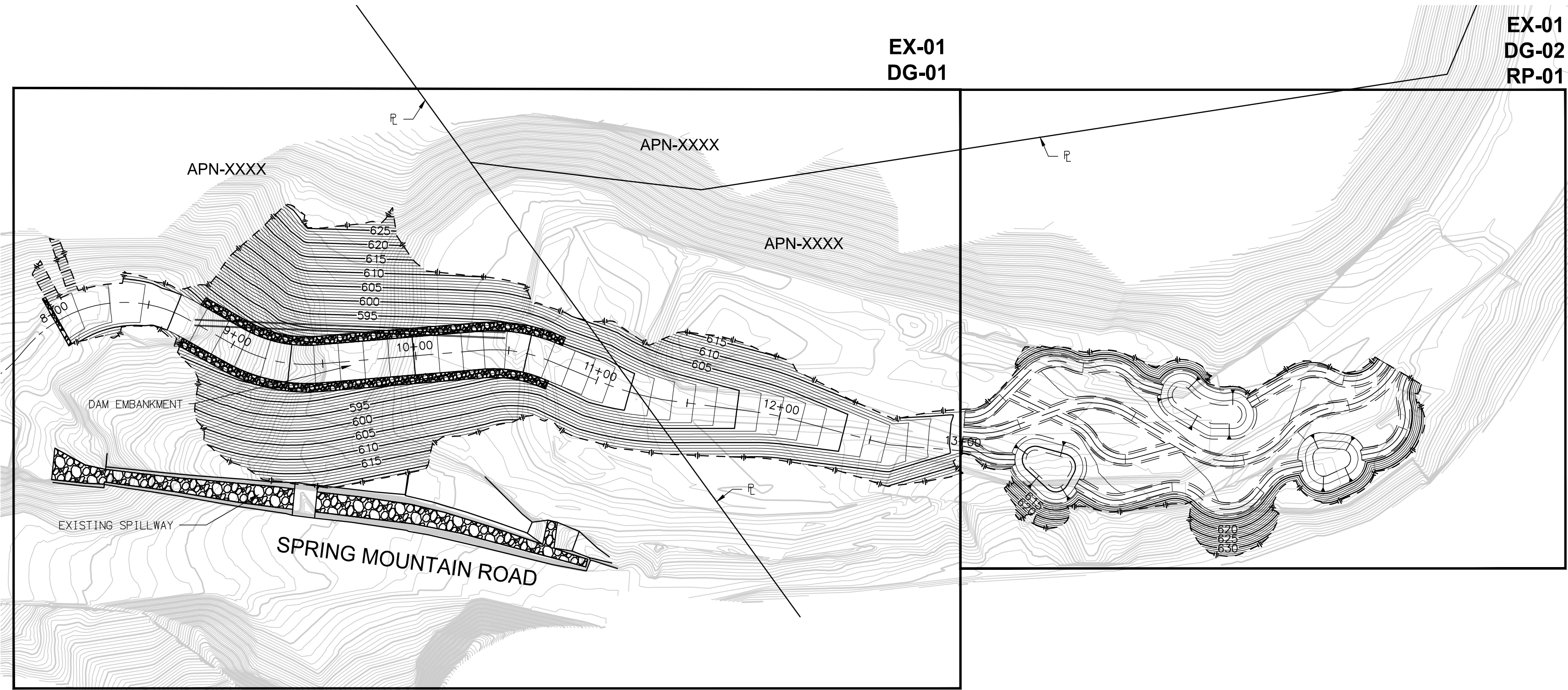


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SCALE:	xxx			
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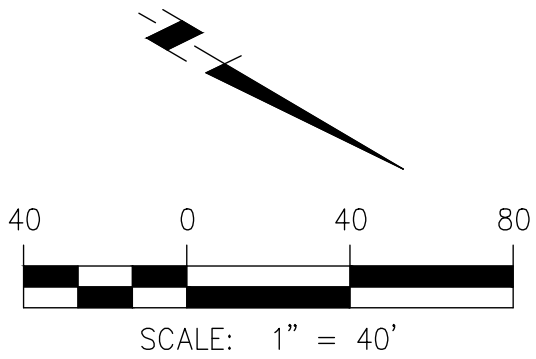
UPPER YORK CREEK
ECOSYSTEM RESTORATION PROJECT
SHEET INDEX & EXISTING EASEMENTS

K-01

02 OF XX

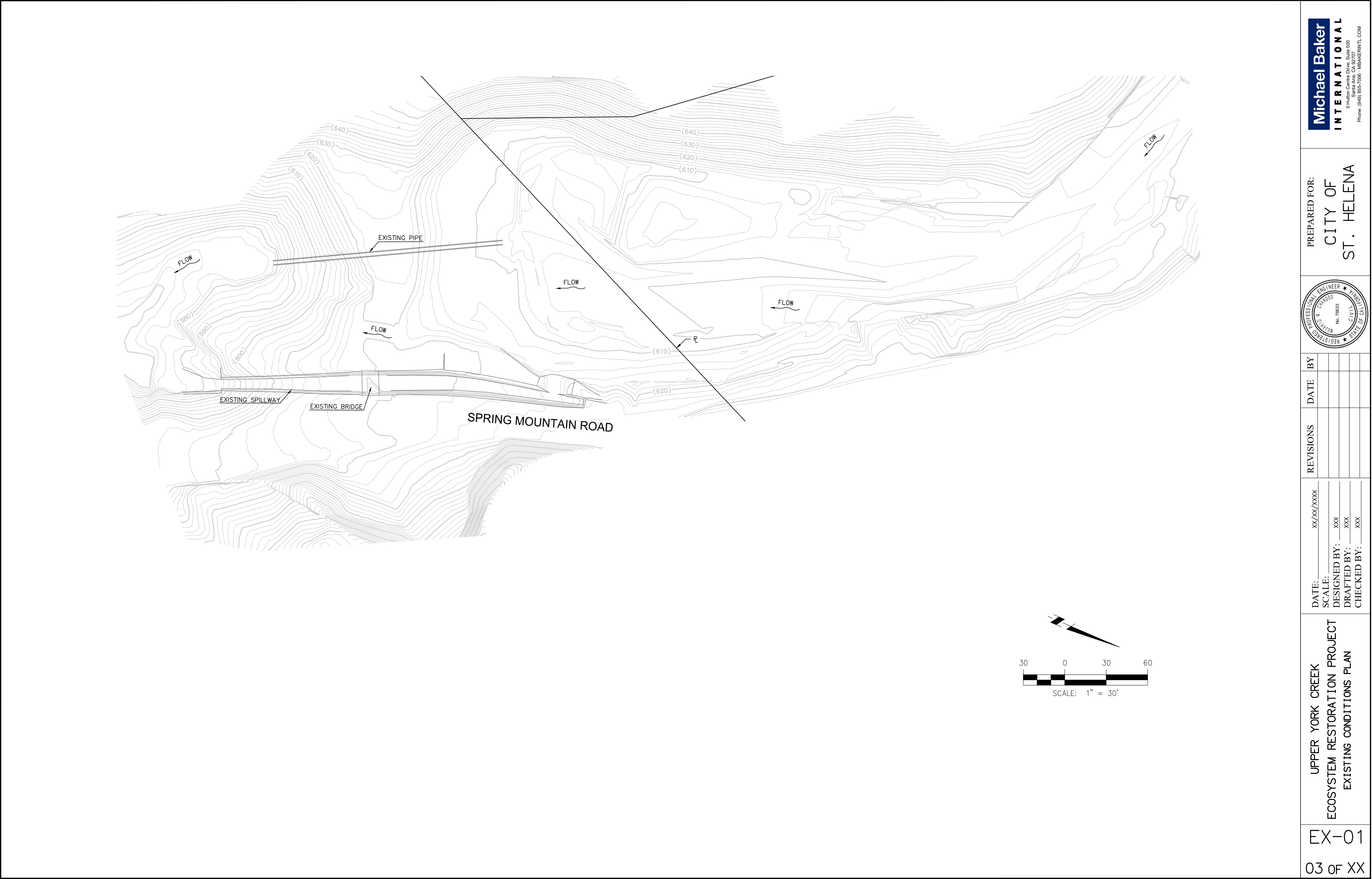


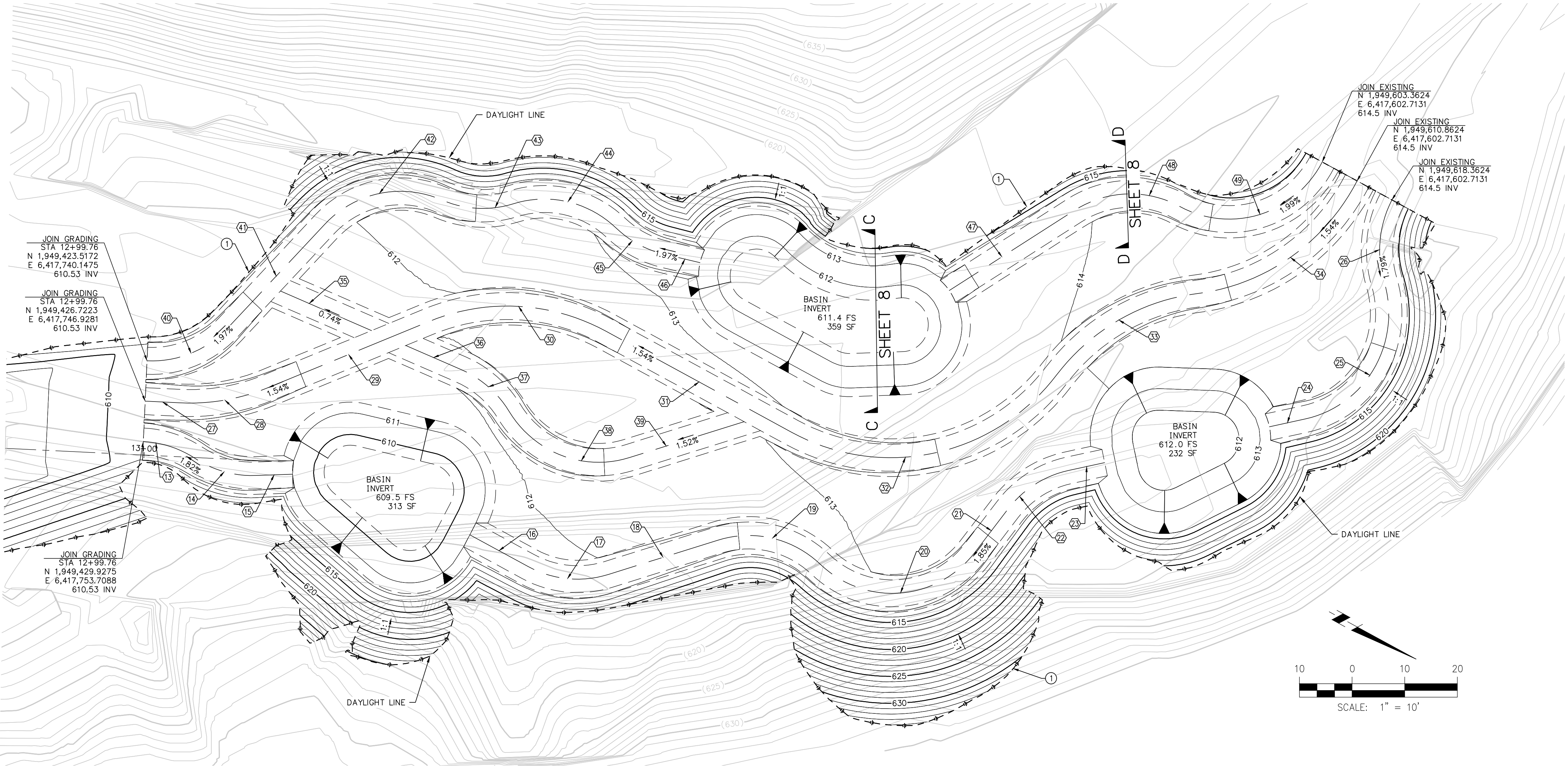
SHEET INDEX



CONSTRUCTION NOTES

- ① GRADE PER LIMIT SHOWN
- ② FILL EXISTING CONCRETE SPILLWAY WITH RIPRAP PER DETAIL ON SHEET 9
- ③ PROTECT SLOPE WITH RIPRAP PER DETAIL ON SHEET 9
- ④ GROUT AND REMOVE PORTION OF EXISTING PIPE
- ⑤ CONSTRUCT GRADE CONTROL WEIR PER DETAIL ON SHEET 8
- ⑥ PROTECT IN PLACE





CONSTRUCTION NOTES

① GRADE PER LIMIT SHOWN

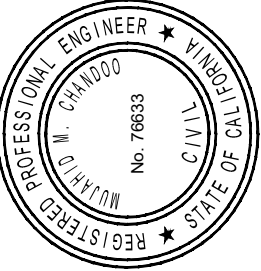
NOTE:
REFER TO SHEET RP-01 FOR THE RESTORATION PLAN

LINE & CURVE DATA				
⑩	BEARING/DELTA	RADIUS	LENGTH	TANGENT
⑬	30°00'00" E	20.00'	10.47'	5.36'
⑭	34°42'02" E	20.00'	12.11'	6.25'
⑮	N 30°00'00" W	--	7.00'	--
⑯	N 00°00'00" E	--	12.56'	--
⑰	45°00'00" E	20.00'	15.71'	8.28'
⑱	N 45°00'00" W	--	21.78'	--
⑲	60°00'00" E	20.00'	20.94'	11.55'
⑳	95°00'00" E	20.00'	33.16'	21.83'
㉑	N 80°00'00" W	--	10.00'	--
㉒	40°00'00" E	20.00'	13.96'	7.28'
㉓	N 40°00'00" W	--	7.00'	--
㉔	N 40°00'00" W	--	7.00'	--
㉕	95°00'00" E	20.00'	33.16'	21.83'
㉖	45°00'00" E	20.00'	15.71'	8.28'
㉗	N 25°17'58" W	--	6.60'	--
㉘	24°34'30" E	40.00'	17.16'	8.71'
㉙	N 49°52'28" W	--	32.89'	--
㉚	49°52'28" E	40.00'	34.82'	18.60'

LINE & CURVE DATA (CONT.)			
㉛	N 00°00'00" E	--	40.00'
㉜	80°00'00" E	40.00'	55.85'
㉝	45°00'00" E	40.00'	31.42'
㉞	55°00'00" E	40.00'	38.40'
㉟	N 05°00'00" W	--	18.79'
㊱	N 05°00'00" W	--	11.42'
㊲	35°00'00" E	20.00'	12.22'
㊳	75°00'00" E	20.00'	26.18'
㊴	N 45°00'00" W	--	22.81'
㊵	48°57'13" E	20.00'	17.09'
㊶	N 74°15'11" W	--	26.50'
㊷	69°15'11" E	20.00'	24.17'
㊸	40°00'00" E	20.00'	13.96'
㊹	60°00'00" E	20.00'	20.94'
㊺	30°00'00" E	20.00'	10.47'
㊻	N 15°00'00" W	--	7.00'
㊼	N 60°00'00" W	--	28.11'
㊽	60°00'00" E	20.00'	20.94'
㊾	90°00'00" E	20.00'	31.42'

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ST. HELENA

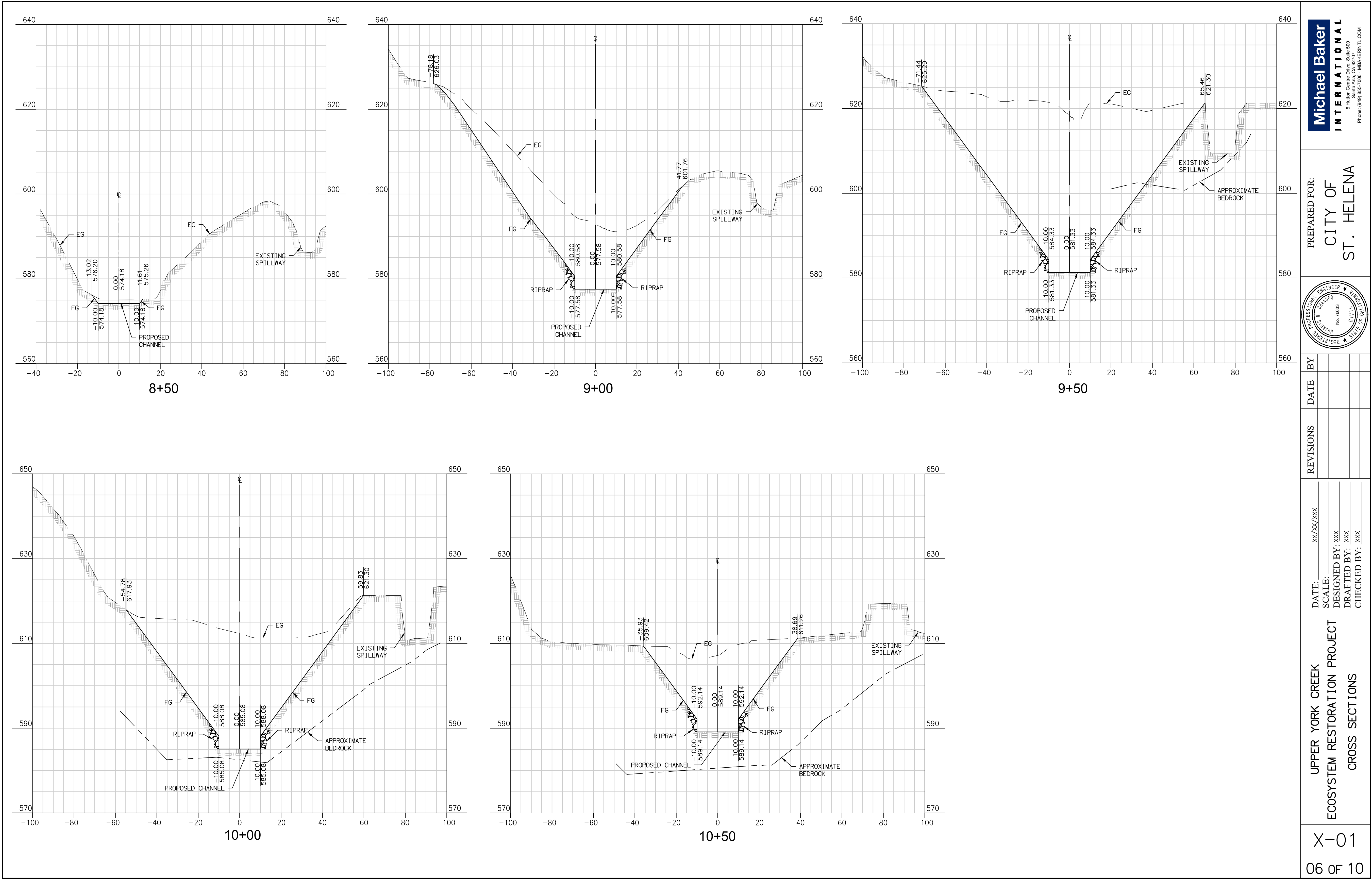


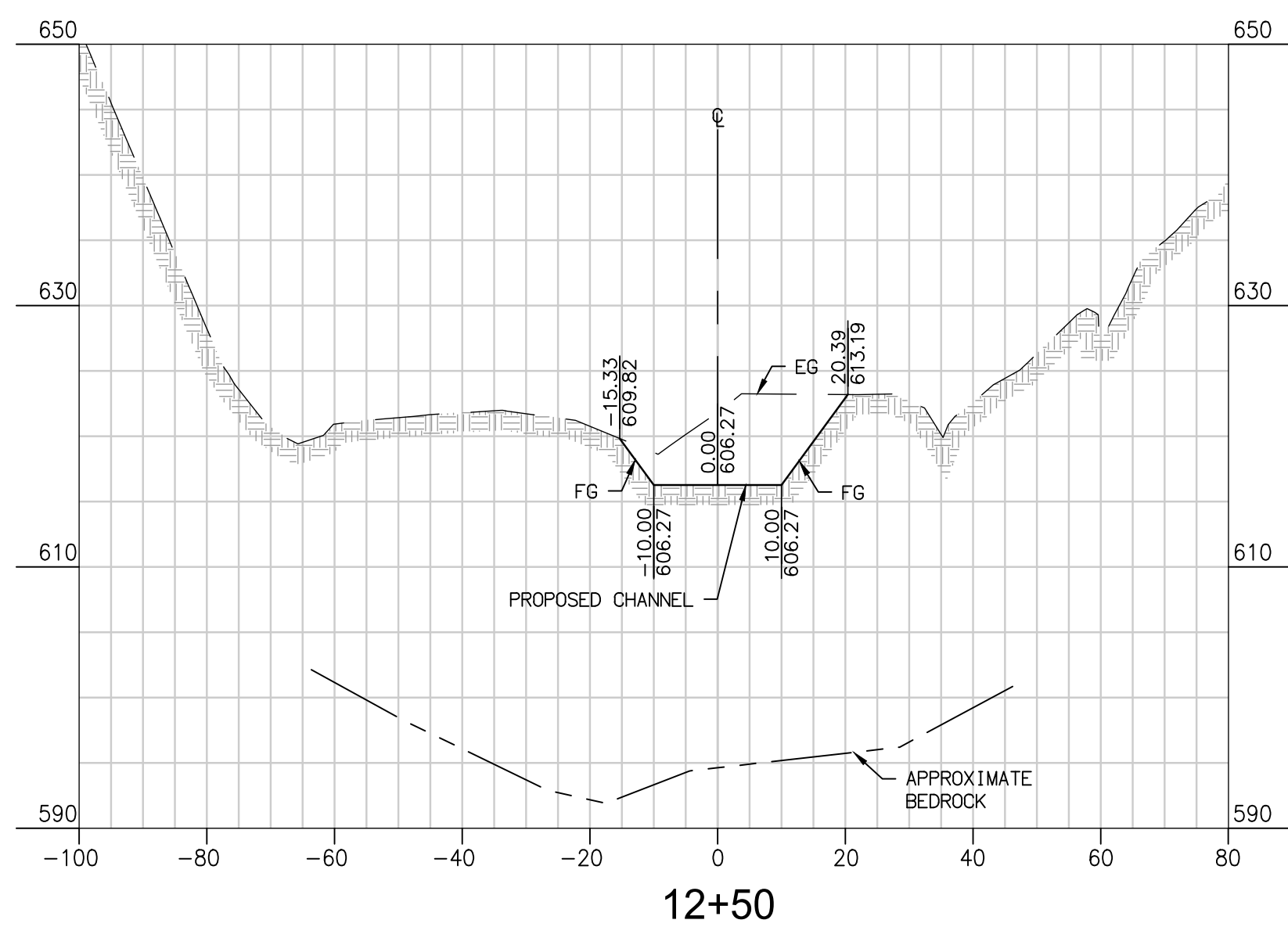
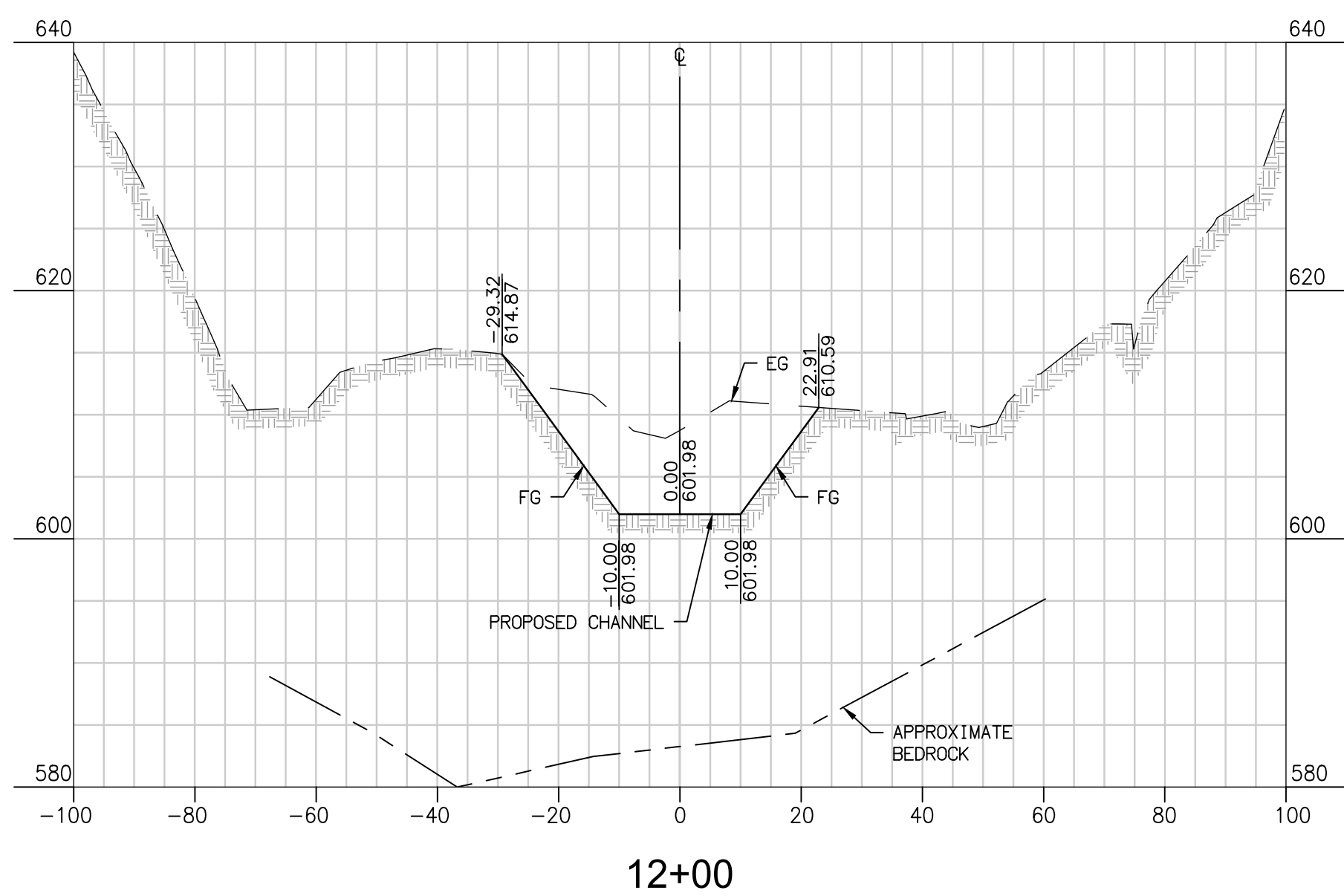
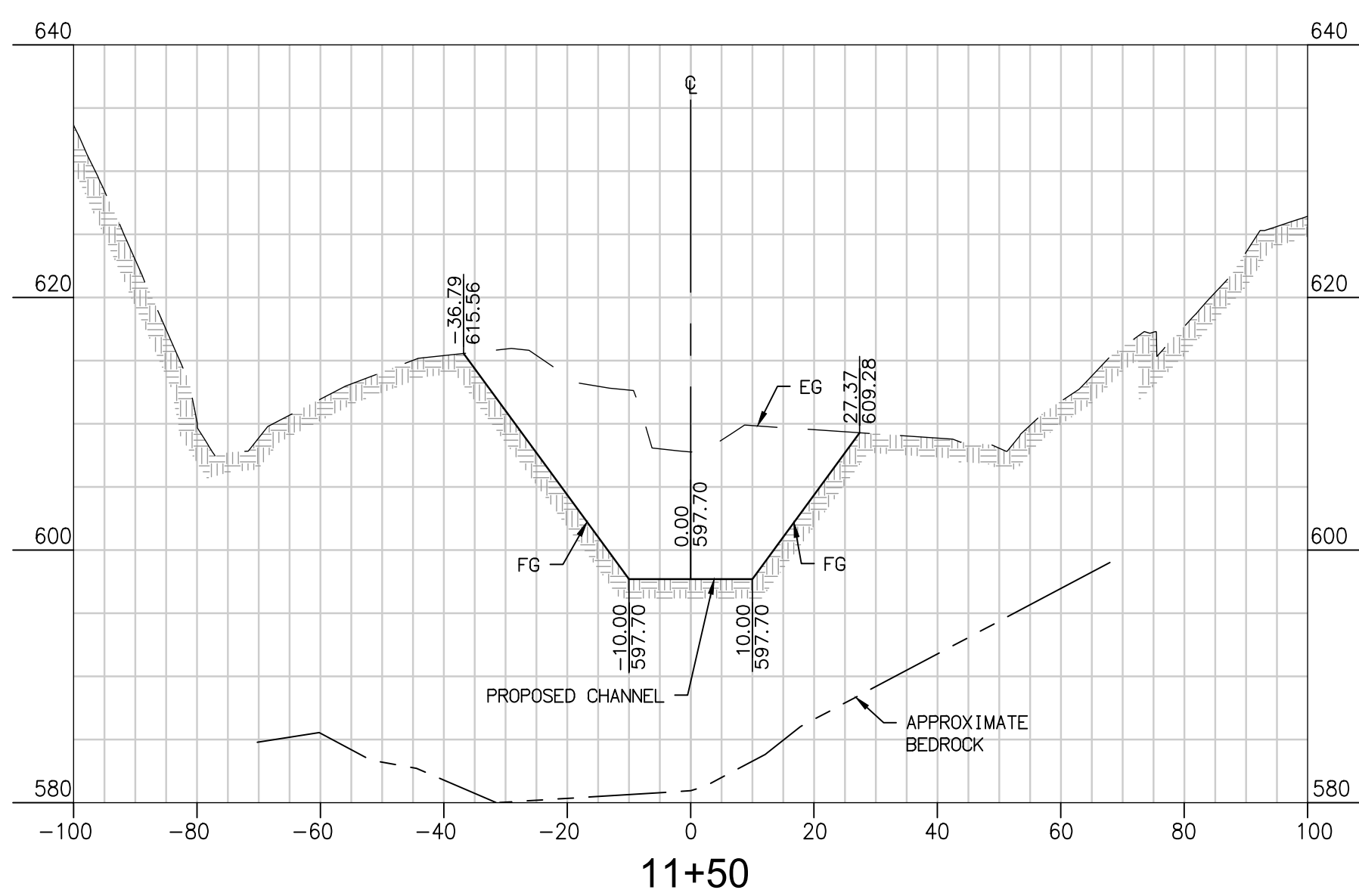
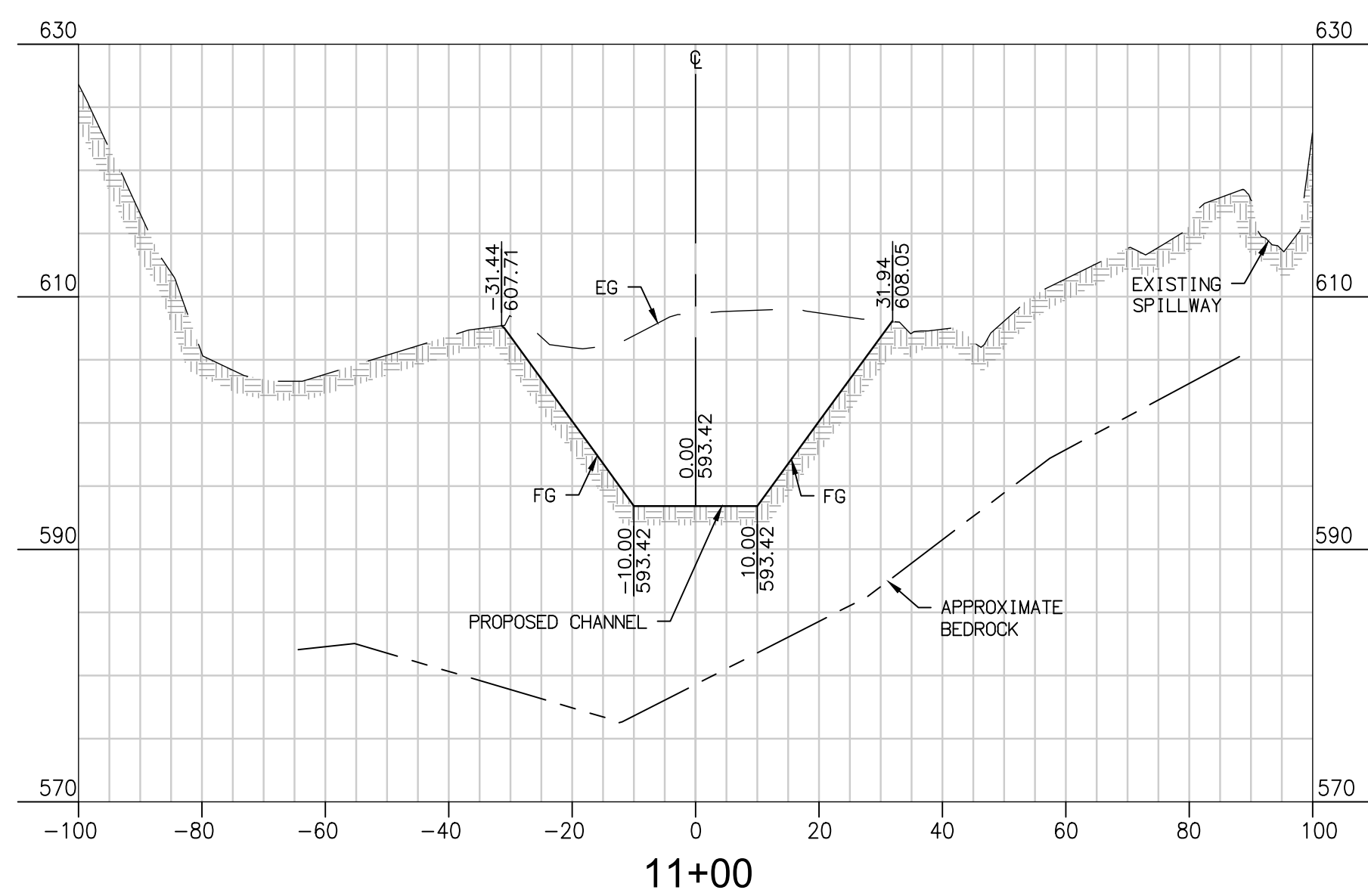
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SCALE:	DATE
DESIGNED BY:	REVISIONS
DRAFTED BY:	DATE
CHECKED BY:	BY

UPPER YORK CREEK
ECOSYSTEM RESTORATION PROJECT
DRAINAGE & GRADING
RESTORATION AREA

DG-02

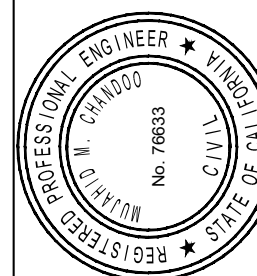
05 OF XX





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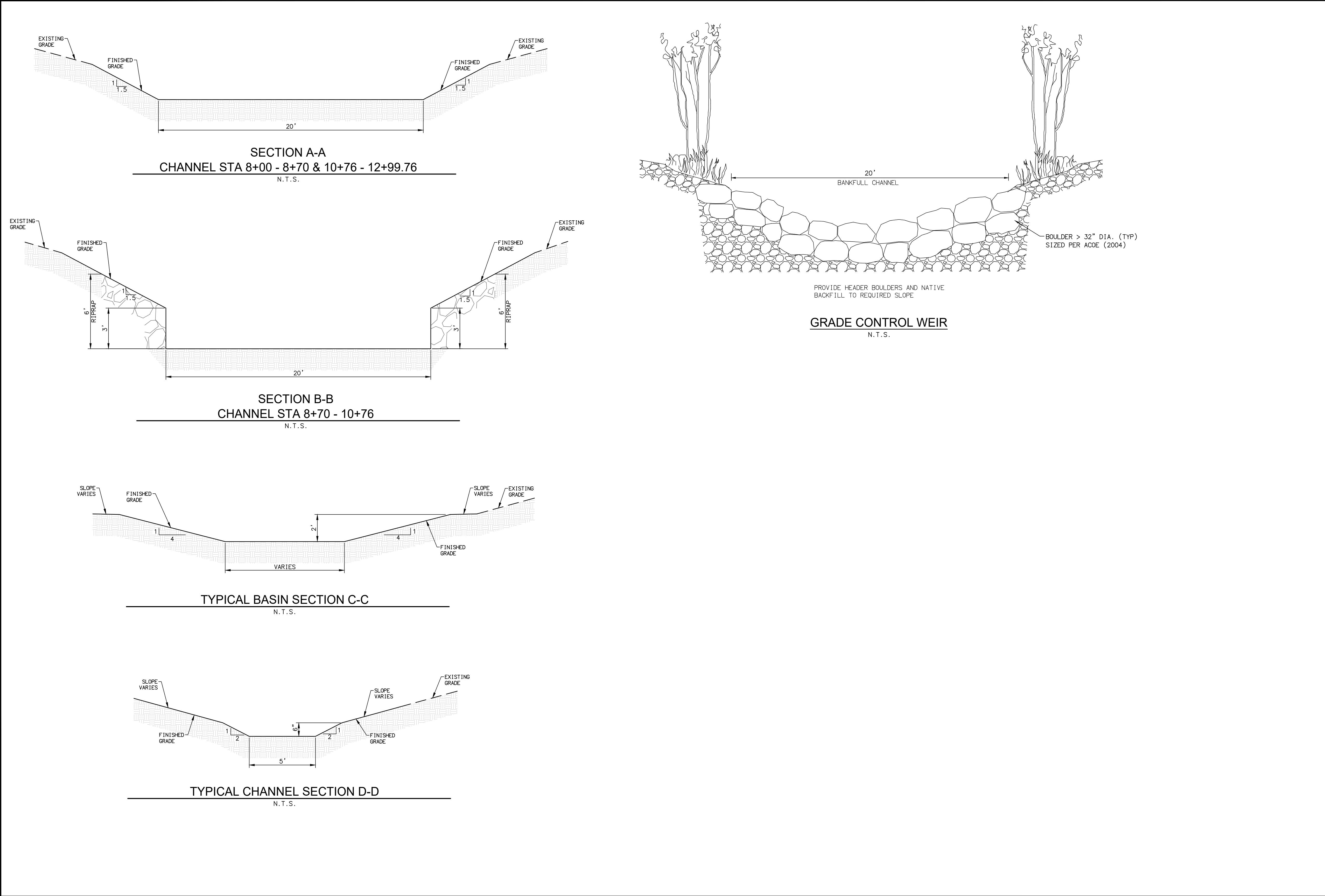
PREPARED FOR:
CITY OF
ST. HELENA



DATE:	xx/xx/xxxx		
SCALE:			
DESIGNED BY:	xxx		
DRAFTED BY:	xxx		
CHECKED BY:	xxx		
		REVISIONS	DATE
			BY

UPPER YORK CREEK
ECOSYSTEM RESTORATION PROJECT
CROSS SECTIONS

X-02
07 OF 10

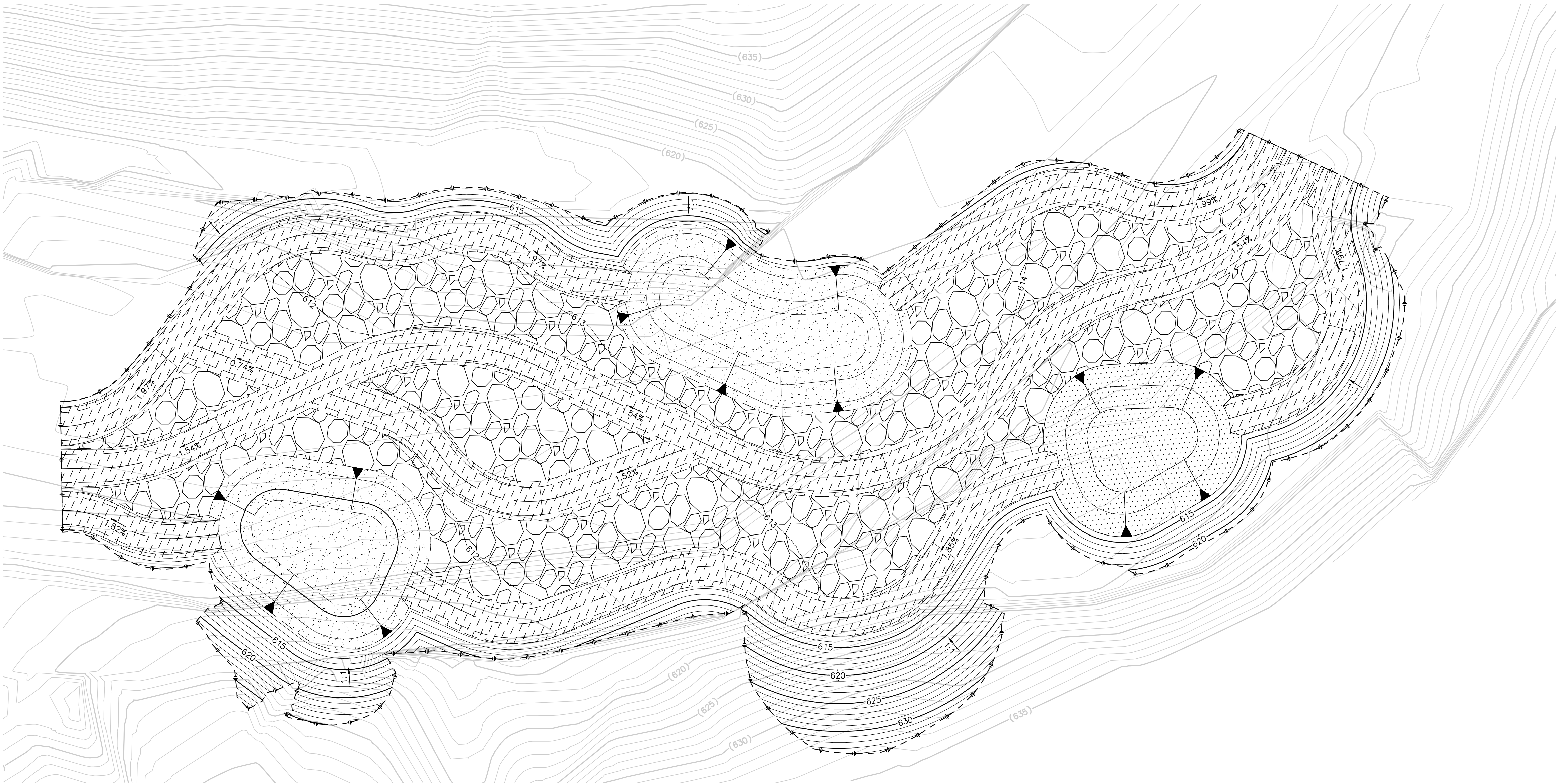


Michael Baker INTERNATIONAL 5 Hilton Centre Drive, Suite 500 Bakersfield, CA 93309 Phone: (805) 325-7000 • MB@BKERINTL.COM				PREPARED FOR: CITY OF ST. HELENA			
REGISTERED PROFESSIONAL ENGINEER MICHAEL W. CHAMBERS No. 76633 STATE OF CALIF.							
DATE:	xx/xx/xxxx	REVISIONS	DATE	BY			
SCALE:	DESIGNED BY: xxx						
DRAFTED BY:	xxx						
CHECKED BY:	xxx						
UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT TYPICAL SECTIONS & DETAILS				DT-01			
				08 OF 10			

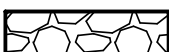
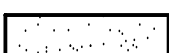


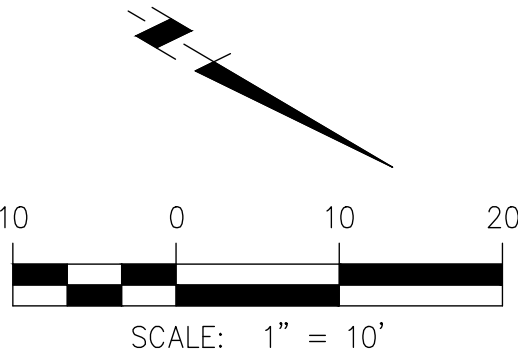
1/4-TON RIPRAP DETAIL
N.T.S.

S-01
09 0F XX



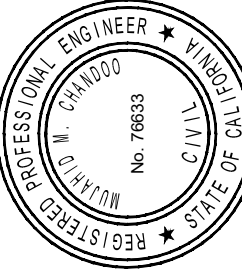
LEGEND

-  BRAIDED CHANNELS AND STREAMS
(5,344 SF)
-  COBBLES, ROCKS, AND BOULDERS
(5,730 SF)
-  PONDS
(3,170 SF)



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PREPARED FOR:
**CITY OF
ST. HELENA**



REVISIONS	DATE	BY

DATE:	
SCALE:	
DESIGNED BY:	
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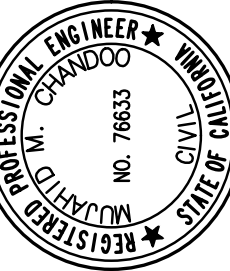
UPPER YORK CREEK
ECOSYSTEM RESTORATION PROJECT
LANDSCAPE/RESTORATION PLAN

RP-01
10 OF XX

FS	FINISHED SURFACE
INV	INVERT
SF	SQUARE FEET

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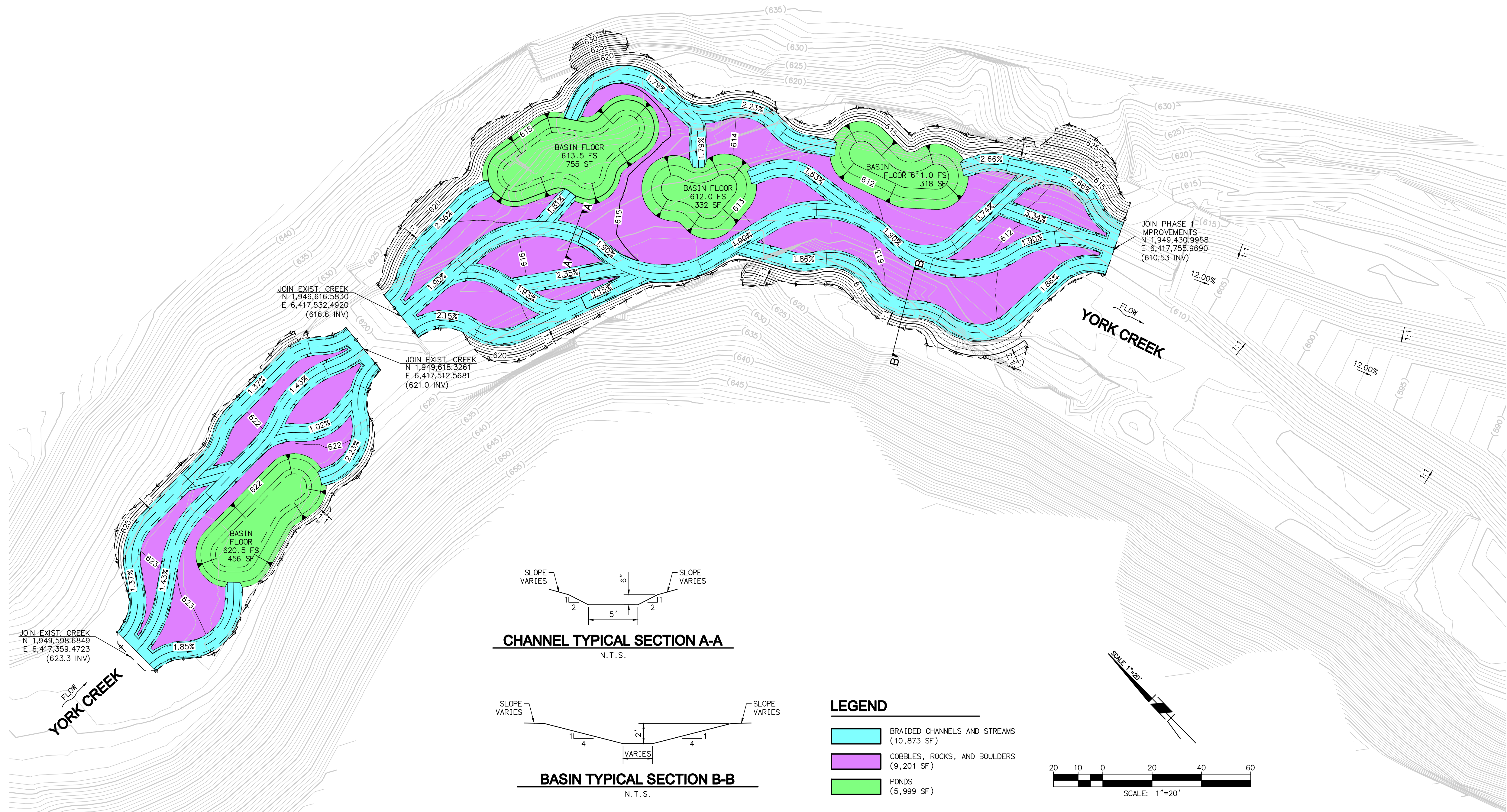
PREPARED FOR:
CITY OF
ST. HELENA



DATE: _____	REVISIONS	DATE	BY
SCALE: _____			
DESIGNED BY: _____			
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UPPER YORK CREEK DAM REMOVAL PROJECT

OF



Construction, Maintenance and Monitoring, Access and Sediment
Disposal Agreement

By and Between

Spring Mountain Vineyard

and

The City of St. Helena

Effective Date: April ____, 2019

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CONSTRUCTION, MAINTENANCE AND MONITORING, ACCESS AND SEDIMENT DISPOSAL AGREEMENT

THIS CONSTRUCTION, MAINTENANCE AND MONITORING, ACCESS AND SEDIMENT DISPOSAL AGREEMENT (“**Agreement**”) is effective as of April ____, 2019, by and between SPRING MOUNTAIN VINEYARD, INC., a Delaware corporation (“**SMV**”), and the CITY OF ST HELENA, a California municipal corporation (“**City**”). SMV and City are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. SMV is the owner of certain real property located in the City of St. Helena, County of Napa, State of California, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

B. City currently maintains the Upper York Creek Dam (the “**Dam**”), which is located on property owned by the City and which facility was constructed in 1900 along York Creek and acts as a barrier for fish and other aquatic organisms to access upstream habitat. The Dam restrains the natural and gradual flow of gravel and fine sediments produced by the watershed above the Dam, and the resulting accumulation of sediment deposits has filled the reservoir behind the Dam. Thus, the Dam is no longer used by City to provide water for the needs of its residents. Further, the Dam requires regular maintenance and these activities have resulted in several accidental discharges of large volumes of sediment that have proven catastrophic to fish and other aquatic organisms downstream of the Dam. Finally, the lack of gravel and sediment

dispersal through natural and gradual hydraulic processes has negatively impacted habitat along York Creek (“Creek”).

C. Accordingly, City desires to undertake a project to accomplish the following: 1) cut and remove a notch in the Dam in order to allow the gradual and natural flow of gravel and fine sediments downstream; 2) excavate approximately 8,000 cubic yards of sediments (the “**Sediments**”) from the reservoir area above the Dam; 3) transport, dispose and grade the Sediments at a location on the Property as delineated and directed by SMV (the “**Sediment Disposal Area**”), and legally described and depicted in **Exhibits H** and **I** attached hereto and incorporated herein by this reference; 4) restore the area above the Dam to a natural creek channel with native riparian vegetation, and thereby provide approximately 1.7 miles of spawning and rearing habitat for steelhead and habitat connectivity for fish and other aquatic and riparian species along the Creek above and below the Dam; 5) install 30 sediment traps in the Creek in the specific locations identified in the Upper York Creek Dam Removal, Fish Passage & Ecosystem Restoration Plan – Phase 1 Plans (the “**Phase 1 Plans**”), dated April __, 2019, and attached hereto as **Exhibit B** and incorporated herein by this reference; and, 6) conduct monitoring and management activities pursuant to the Upper York Creek Ecosystem Restoration Project Geomorphic Monitoring and Adaptive Management Plan (“**Monitoring Plan**”), a draft of which is attached hereto as **Exhibit E** and incorporated herein by this reference, and prepared by the Napa County Resources Conservation District (“**RCD**”) (collectively the “Project”).

D. A portion of York Creek downstream from the Dam is located on the Property. The Project anticipates, over time, the natural movement of impounded sediment material from above the Dam to an approximately one (1) mile stretch of sediment starved York Creek downstream from the Dam, including the portion of York Creek located on the Property.

E. Accordingly, implementation of the Project by City involves the construction and maintenance of up to thirty (30) sediment traps ("**Sediment Trap Facilities**") within that portion of York Creek located on the Property, as more particularly depicted in the Phase 1 Plans, attached hereto as **Exhibit B**.

F. Eighteen (18) of the thirty (30) Sediment Trap Facilities will be installed in the Creek along the Property, as more particularly described and depicted on **Exhibit C** attached hereto and incorporated herein by this reference (the "**Northerly Construction, Maintenance and Monitoring Area**"), and twelve (12) of the thirty (30) Sediment Trap Facilities will be installed on the Property, as more particularly described and depicted on **Exhibit D** attached hereto and incorporated herein by this reference (the "**Southerly Construction, Maintenance and Monitoring Area**"). The Northerly Construction, Maintenance and Monitoring Area and the Southerly Construction, Maintenance and Monitoring Area are collectively referred to herein as the "**Construction, Maintenance and Monitoring Areas**".

G. The Construction, Maintenance and Monitoring Areas will be accessed by City via Spring Mountain Road as generally depicted on the Phase 1 Plans, attached

hereto as **Exhibit B**. No portion of the Construction, Maintenance and Monitoring Areas will be accessed by City from any internal roadway on the Property.

I. The City has indicated that the installation and construction of the Sediment Trap Facilities, as depicted in the Phase 1 Plans attached hereto as **Exhibit B**, within the Construction, Maintenance and Monitoring Areas, legally described and depicted in **Exhibits C** and **D** attached hereto and incorporated herein by this reference, is commonly referred to as “**Phase 1 of the Project**”, whereas the transportation, disposal and grading of the Sediments on the Sediment Disposal Area, legally described and depicted in **Exhibits H** and **I** attached hereto and incorporated herein by this reference, is a component of what is commonly referred to as “**Phase 2 of the Project**”.

J. Upon completion of Phase 1 of the Project and Phase 2 of the Project, the City will, in accordance with the terms of the Monitoring Plan, survey, inspect, monitor and maintain (i) the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas, as well as (ii) the habitat within York Creek from approximately 9,600 feet upstream of the Dam down to the confluence of York Creek with the Napa River.

K. The approximately 9,600 foot portion of York Creek upstream of the Dam which is subject to the terms of the Monitoring Plan is partially located on the Property (the “**Upstream Monitoring Area**”). SMV and City shall identify and delineate the Upstream Monitoring Area in a legal description and plat map in accordance with Section 15(g) of this Agreement. Said legal description and plat map of the Upstream Monitoring Area shall be appended to this Agreement as **Exhibit F** and **Exhibit G**,

respectively, upon approval thereof by SMV and City. No portion of the Upstream Monitoring Area will be accessed by City from any internal roadway on the Property.

L. City intends to construct the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas located on the Property; to transport, dispose and grade the Sediments on the Sediment Disposal Area located on the Property; to operate, monitor and maintain the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas in accordance with the Monitoring Plan; and to monitor the Upstream Monitoring Area located on the Property in accordance with the Monitoring Plan, and SMV has agreed to provide City with the temporary right to utilize the Property for such purposes in accordance with the terms and conditions set forth in this Agreement.

M. City shall be solely responsible for securing and providing copies to SMV prior to any access for any purpose, all necessary federal, state and local permits related to the design, construction, operation, monitoring and maintenance of all aspects of the Project from the Department of the Army, U.S. Army Corps of Engineers ("**Army Corps**"), United States Department of the Interior, Fish and Wildlife Service ("**USFWS**"), National Oceanic and Atmospheric Administration, National Marine Fisheries Service ("**NOAA**"), California Department of Fish & Wildlife ("**CDFW**"), San Francisco Bay Regional Water Quality Control Board ("**SFRWQCB**"), County of Napa ("**County**"), RCD, and any other local, state or federal agency (collectively, the "**Regulatory Agencies**").

N. On April 28, 2015, the City Council of the City of St. Helena certified the Final Environmental Impact Report (“**Final EIR**”) prepared for the Project in accordance with the California Environmental Quality Act (“**CEQA**”), which included the Draft EIR, specific findings, a statement of overriding considerations, and the adopted mitigation and monitoring plan. Thereafter, on April 23, 2019, the City Council of the City of St. Helena approved the Addendum to the Final EIR addressing modifications to the Project pursuant to the requirements of Section 15164 of the CEQA Guidelines.

NOW, THEREFORE, the Parties hereby acknowledge and agree that (i) the public interest and necessity require the Project, (ii) the Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury, (iii) the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area, Sediment Disposal Route and Upstream Monitoring Area described in this Agreement are necessary for the Project, (iv) the City has complied with the requirements of CEQA in connection with the approval and implementation of the Project, the procurement of permits from the Regulatory Agencies, and the approval of this Agreement, (v) during the term of this Agreement the City shall not pursue or file any Eminent Domain action or proceeding against SMV in connection with the Project as a whole or with any individual component thereof and (vi) therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are hereby incorporated herein among the operative provisions of this Agreement as if set forth in full.

2. **Construction of Sediment Trap Facilities.**

(a) SMV hereby grants to City an irrevocable right through November 1, 2019, unless otherwise extended in writing by SMV and City, which extension shall not be unreasonably withheld, conditioned or delayed, to go on, across, over, through, and beneath the Construction, Maintenance and Monitoring Areas set forth in Exhibits C and D, for the purpose of placing, locating, and constructing the Sediment Trap Facilities (“**Construction Rights**”).

The Construction Rights shall include the right of City to determine the location within the Construction, Maintenance and Monitoring Areas in which to place, locate, and construct the Sediment Trap Facilities in accordance with and generally consistent with the Phase 1 Plans. Further, said Construction Rights shall include the right of City to allow only necessary representatives of (i) applicable local, state and federal regulatory agencies to utilize the Construction, Maintenance and Monitoring Areas to inspect the Sediment Trap Facilities, and (ii) native American communities to monitor ground disturbing activities undertaken by City within the Construction, Maintenance and Monitoring Areas. No other parties such as invitees for educational, scientific or any other purposes shall have a right of access.

The Parties anticipate that the initial placement and construction of the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas will be completed in approximately 2 to 4 weeks commencing no sooner than August 1, 2019 in accordance with permits issued by Regulatory Agencies.

The City acknowledges that SMV's grant of access and the Construction Rights are contingent upon the City either (i) first obtaining approval of a grading plan ("**Grading Plan**") and erosion control plan ("**ECP**") from the County for the City's exercise of its Construction Rights and providing a copy of the approved Grading Plan and ECP to SMV, or (ii) providing to SMV written confirmation (via letter or email) from the County that no Grading Plan and/or ECP is required. The City further acknowledges that no exercise of its Construction Rights shall occur on the Property unless a qualified fisheries biologist with in-stream habitat restoration expertise is present with the construction crew to confirm the placement and design of each sediment trap.

(b) SMV hereby acknowledges that the Construction Rights includes the ability of City to drive, operate and utilize a rubber-tired Caterpillar 518 skidder and a Caterpillar 416 backhoe across and within the Construction, Maintenance and Monitoring Areas in connection with the construction of the Sediment Trap Facilities. Further, City may operate standard pickup trucks to transport various hand tools and equipment required for the construction and installation of the Sediment Trap Facilities, including but not limited to, generators, extension cords, wheel barrows, shovels, hoes, saws (hand & electric), chainsaws, pruning shears, axes, pick axes, buckets, hammers, sledge hammers, pry bars, drills, pliers and wrenches.

(c) SMV hereby acknowledges that the use and operation of the rubber-tired Caterpillar 518 skidder and Caterpillar 416 backhoe within the Construction, Maintenance and Monitoring Areas will result in the removal of vegetation. City shall be solely responsible to haul away and appropriately dispose of all vegetation material removed as a result of the utilization of the Construction Rights. The City acknowledges that its right of access and exercise of its Construction Rights are contingent upon the City obtaining approval of a revegetation plan, as may be required by Permits issued for Phase 1 of the Project or Permits issued for Phase 2 of the Project, from CDFW and any other appropriate Regulatory Agencies, and a copy of said revegetation plan shall be provided to SMV.

(d) SMV hereby acknowledges that the Construction Rights includes the ability of City, within the area delineated as “Staging Area Temporary Log Storage” on sheet 04 of 05 of the Phase 1 Plans (**Exhibit B**), to store tree logs to be utilized in the construction of the Sediment Trap Facilities. The “Staging Area Temporary Log Storage” shall be accessed from Access Point 5 From Spring Mountain Road, as shown on sheet 04 of 05 of the Phase 1 Plans (**Exhibit B**).

(e) SMV hereby acknowledges that the Construction Rights includes the ability of City to transport construction equipment and material and remove such construction equipment and material and any and all debris generated as a result of City’s construction activities from the Construction, Maintenance and Monitoring Areas via Access Point 1 From Spring Mountain Road, Access Point 2 From Spring Mountain

Road, Access Point 3 From Spring Mountain Road, and Access Point 4 From Spring Mountain Road as shown on the Phase 1 Plans.

(f) SMV hereby acknowledges that, with the exception of Access Point 4 From Spring Mountain Road (identified by an existing chain-link gate off of Spring Mountain Road), Access Point 1 From Spring Mountain Road, Access Point 2 From Spring Mountain Road and Access Point 3 From Spring Mountain Road are to be created by City through removal of the existing guard rail along Spring Mountain Road at points deemed to be the most conducive to facilitate access from the public roadway down to York Creek for purposes of installation of the Sediment Trap Facilities. Accordingly, SMV hereby acknowledges that the exact location of Access Point 1 From Spring Mountain Road, Access Point 2 From Spring Mountain Road and Access Point 3 From Spring Mountain Road as shown on the Phase 1 Plans are subject to change as determined by City based on actual field conditions.

3. Disposal of Sediment.

(a) SMV hereby grants to City an irrevocable right through November 1, 2019, unless otherwise extended in writing by SMV and City, which extension shall not be unreasonably withheld, conditioned or delayed, to go on, over and across the Property, as directed and delineated by SMV, for the purpose of ingress and egress of trucks transporting Sediments from the Dam to the Sediment Disposal Area and empty trucks then returning from the Sediment Disposal Area to the Dam (the “**Sediment Disposal Route**”), as legally described and depicted in **Exhibits J** and **K** respectively, attached hereto and incorporated herein by this reference, and disposing, unloading

and grading the Sediments on, over and across specific locations in the Sediment Disposal Area, as legally described and depicted in **Exhibits H** and **I**, respectively ("**Disposal Rights**"). The Parties anticipate that the initial disposal and grading of Sediments on such specific locations within the Sediment Disposal Area will commence upon completion of construction of the Sediment Trap Facilities within the Construction, Maintenance and Monitoring Areas and be completed no later than November 1, 2019 in accordance with permits issued by Regulatory Agencies.

(b) City and SMV shall, in good faith, cooperate in the submission of an application with the County, and any other appropriate Regulatory Agencies, for permits required for the transportation, disposal and grading of Sediments on the Sediment Disposal Area (the "**Sediment Disposal Work**"). Although the City understands that there are no known hazardous materials in the Sediment, including asbestos (in excess of naturally occurring levels), the City shall be responsible for any and all costs and expenses of the Sediment Disposal Work, including but not limited to, all testing of Sediments for the presence of hazardous materials, surveying of the Sediment Disposal Area, geotechnical investigation of the Sediment Disposal Area, preparation of plans and specifications related to the Sediment Disposal Work, and implementation of the Sediment Disposal Work. SMV shall provide City and its consultants, upon no less than 12 hours prior notice from City, access to the Property as necessary in order to undertake the aforementioned surveying and geotechnical investigation of the Sediment Disposal Area and any other activity reasonably related to securing permits for the Sediment Disposal Work.

(c) As provided in Section 15(g) of this Agreement, SMV shall identify and delineate the Sediment Disposal Area and the Sediment Disposal Route, in a legal description and plat map following execution of this Agreement. Said legal description and plat map of the Sediment Disposal Area shall be appended to this Agreement as **Exhibit H** and **Exhibit I**, respectively, upon approval thereof by SMV and City; and said legal description and plat map of the Sediment Disposal Route shall be appended to this Agreement as **Exhibit J** and **Exhibit K**, respectively, upon approval thereof by SMV and City.

(d) The City has stated that the Sediment Disposal Work will constitute a component of Phase 2 of the Project, and that City anticipates releasing the plans and specification for Phase 2 of the Project for public bidding in early June 2019. Accordingly, SMV and City shall use best efforts to approve the plans and specifications related to the Sediment Disposal Work within sixty (60) days following execution of this Agreement. Within thirty (30) days following execution of this Agreement, City shall provide SMV a draft of the plans and specifications related to the Sediment Disposal Work for its review. No sooner than ten (10) days nor later than fifteen (15) days following delivery by City of the plans and specifications to SMV, the City and SMV shall meet at City offices to discuss, review and approve the plans and specifications related to the Sediment Disposal Work.

(e) No sooner than ten (10) days prior to commencing the Sediment Disposal Work, the City and SMV with a third-party road contractor shall coordinate the photographic recording of the condition of the Sediment Disposal Route, legally

described and depicted in **Exhibits J and K** attached hereto. No later than five (5) days following completion of the Sediment Disposal Work, the City and SMV and the third-party road contractor shall again coordinate the photographic recording of the condition of the Sediment Disposal Route. No later than thirty-five (35) days following completion of the Sediment Disposal Work, the City and SMV shall meet and confer in good faith to examine and compare the photographic recordings of the condition of the Sediment Disposal Route before and after the Sediment Disposal Work and determine the extent to which, if any, the Sediment Disposal Route has been damaged by the activities of the Sediment Disposal Work and the reasonable cost thereof to repair said damage. In no event, however, shall City be responsible for more than thirty-five thousand dollars (\$35,000.00) to repair the Sediment Disposal Route. City shall pay to SMV the agreed upon amount to repair the Sediment Disposal Route within thirty (30) days following the meet and confer session.

4. Operation and Maintenance of Sediment Trap Facilities.

(a) SMV hereby grants to City an irrevocable right for the term of this Agreement as set forth in Section 8 below, to go on, across, over, through, and beneath the Construction, Maintenance and Monitoring Areas, for the purpose of operating, using, placing, locating, modifying, altering, removing, reconstructing, maintaining, repairing, replacing, relocating and monitoring the Sediment Trap Facilities (“**Operation and Maintenance Rights**”).

The Operation and Maintenance Rights shall include the right of City to determine the location within the Construction, Maintenance and Monitoring Areas in

which to operate, use, place, locate, modify, alter, remove, reconstruct, maintain, repair, replace, and relocate, as necessary, the Sediment Trap Facilities. Further, said Operation and Maintenance Rights shall include the right of City to allow only necessary representatives of (i) applicable local, state and federal regulatory agencies to utilize the Construction, Maintenance and Monitoring Areas to inspect the Sediment Trap Facilities, and (ii) native American communities to monitor ground disturbing activities undertaken by City within the Construction, Maintenance and Monitoring Areas. No other parties such as invitees for educational, scientific or any other purposes shall have a right of access.

The Parties acknowledge that following the initial placement and construction of the Sediment Trap Facilities within the Construction and Maintenance Area, the City will regularly survey and inspect the Sediment Trap Facilities in accordance with the terms of the Monitoring Plan, and undertake any maintenance, modification, alteration, removal, reconstruction, repair, replacement or relocation activities to the Sediment Trap Facilities that are warranted in accordance with the Monitoring Plan. However, City acknowledges that any activity involving the maintenance, modification, alteration, removal, reconstruction, repair, replacement or relocation of any of the Sediment Trap Facilities shall not occur on the Property unless a qualified fisheries biologist with in-stream habitat restoration expertise is present with the construction crew to confirm the placement and design of each sediment trap.

(b) SMV hereby acknowledges that the Operation and Maintenance Rights includes the ability of City to drive, operate and utilize a rubber-tired Caterpillar

518 skidder and a Caterpillar 416 backhoe across and within the Construction, Maintenance and Monitoring Areas in connection with the modification, alteration, removal, reconstruction, maintenance, repair, replacement and/or relocation of the Sediment Trap Facilities in accordance with the Monitoring Plan. Further, City may operate standard pickup trucks to transport various hand tools and equipment required for the monitoring, modification, alteration, removal, reconstruction, maintenance, repair, replacement and/or relocation of the Sediment Trap Facilities, including but not limited to, shovels, hoes, saws (hand & electric), chainsaws, pruning shears, axes, buckets, hammers, sledge hammers, pry bars, drills, pliers and wrenches.

(c) SMV hereby acknowledges that the use and operation of the rubber-tired Caterpillar 518 skidder and Caterpillar 416 backhoe within the Construction, Maintenance and Monitoring Areas will result in the removal of vegetation. City shall be solely responsible to haul away and appropriately dispose of all vegetation material removed as a result of the utilization of the Operation and Maintenance Rights. The City acknowledges that its right of access and exercise of its Operation and Maintenance Rights are contingent upon the City obtaining approval of a revegetation plan, as may be required by Permits issued for Phase 1 of the Project or Permits issued for Phase 2 of the Project, from CDFW and any other appropriate Regulatory Agencies, and a copy of said revegetation plan shall be provided to SMV

(d) SMV hereby acknowledges that the Operation and Maintenance Rights includes the ability of City, within the area delineated as "Staging Area Temporary Log Storage" on sheet 04 of 05 of the Phase 1 Plans, to store tree logs to be utilized in the modification, alteration, removal, reconstruction, maintenance, repair, replacement

and/or relocation of the Sediment Trap Facilities. The “Staging Area Temporary Log Storage” shall be accessed from Access Point 4 from Spring Mountain Road. The City acknowledges that SMV’s grant of access and the exercise of its Operation and Maintenance Rights are contingent upon the City either (i) first obtaining approval of a Grading Plan and ECP from the County for the City’s exercise of its Operation and Maintenance Rights and providing a copy of the approved Grading Plan and ECP to SMV, or (ii) providing to SMV written confirmation (via letter or email) from the County that no Grading Plan and/or ECP is required..

(e) SMV hereby acknowledges that the Operation and Maintenance Rights includes the ability of City to transport construction equipment and material and remove such construction equipment and material and any and all debris generated as a result of City’s monitoring, modification, alteration, removal, reconstruction, maintenance, repair, replacement and/or relocation activities from the Construction, Maintenance and Monitoring Areas via Access Point 1 From Spring Mountain Road, Access Point 2 From Spring Mountain Road, Access Point 3 From Spring Mountain Road, Access Point 4 From Spring Mountain Road, and Access Point 5 From Spring Mountain Road as shown on the Phase 1 Plans.

(f) SMV hereby acknowledges that, with the exception of Access Point 5 From Spring Mountain Road (identified by an existing chain-link gate off of Spring Mountain Road), Access Point 1 From Spring Mountain Road, Access Point 2 From Spring Mountain Road, Access Point 3 From Spring Mountain Road Access, and Access Point 4 From Spring Mountain Road are to be created by City through removal and

immediate subsequent replacement of the existing guard rail along Spring Mountain Road at points deemed to be the most conducive to facilitate access from the public roadway down to York Creek for purposes of monitoring, modification, alteration, removal, reconstruction, maintenance, repair, replacement and/or relocation of the Sediment Trap Facilities. Accordingly, SMV hereby acknowledges that the exact location of Access Point 1 From Spring Mountain Road, Access Point 2 From Spring Mountain Road, Access Point 3 From Spring Mountain Road and Access Point 4 From Spring Mountain Road as shown on the Phase 1 Plans are subject to change as determined by City based on actual field conditions and requirements of the County approved Grading Plan and ECP, if said plans are required.

(g) SMV acknowledges that the Operation and Maintenance Rights includes the ability of City to go on, across, over, through, and beneath the Operation and Maintenance Areas, for the purpose of conducting reconnaissance surveys, cross section surveys, longitudinal profile surveys, photo-monitoring, and fish surveys in accordance with the Monitoring Plan.

5. Monitoring of Upstream Monitoring Area.

SMV hereby grants to City an irrevocable right for the term of this Agreement as set forth in Section 8 below, to go on, across, over, through, and beneath the Upstream Monitoring Area, as legally described and depicted in **Exhibits F and G**, for the purpose of conducting reconnaissance surveys, cross section surveys, longitudinal profile surveys, photo-monitoring, and fish surveys in accordance with the Monitoring Plan (“**Upstream Monitoring Rights**”).

6. Covenant Regarding Construction, Maintenance, Operations and Monitoring.

(a) City shall, at its sole cost and expense, be solely responsible for securing all necessary federal, state and local permits related to the design, construction, operation, monitoring and maintenance of all aspects of the Project from the Regulatory Agencies.

(b) City shall, at its sole cost and expense, be solely responsible for securing all necessary permits related to the design, construction, operation, monitoring and maintenance of the Sediment Trap Facilities from the Regulatory Agencies. The Sediment Trap Facilities will be constructed of recovered timber material to be placed on top of the creek channel bed and banks with minimal excavation within the Construction, Maintenance and Monitoring Areas, and are expected to capture a maximum of 25 to 50 cubic yards of sediment per sediment trap.

(c) City shall, at its sole cost and expense, be solely responsible for securing all necessary permits related to the transportation, disposal and grading of Sediments on the Sediment Disposal Area from the Regulatory Agencies. The foregoing notwithstanding, SMV shall cooperate and provide all reasonable assistance to City in consenting to such permits from the Regulatory Agencies to authorize the transportation, disposal and grading of Sediments on the Sediment Disposal Area.

(d) City shall, at its sole cost and expense, be solely responsible for securing the approval of the Monitoring Plan in accordance with permits issued by the

Regulatory Agencies. A copy of the current draft of the Monitoring Plan prepared by RCD is attached hereto as **Exhibit E**. Within fifteen (15) days following execution of this Agreement, SMV shall provide to City and RCD all written comments and proposed edits and revisions to the Monitoring Plan for their review and reasonable consideration. Upon the request of SMV, City shall facilitate a conference call and/or a meeting between the City, RCD and SMV representatives to discuss and consider the written comments and proposed edits and revisions to the Monitoring Plan. Nothing herein, however, shall obligate RCD or any other Regulatory Agency with jurisdiction over approval of the Monitoring Plan to accept and/or adopt any such comments or edits proposed by SMV. Upon approval of the Monitoring Plan by the appropriate Regulatory Agency, the Parties shall remove the draft Monitoring Plan and append the final Monitoring Plan to this Agreement as **Exhibit E**.

(e) As provided in Section 7.2 of the Monitoring Plan, RCD will produce and distribute a monitoring report on an annual basis. City shall ensure that SMV is provided a copy of the annual monitoring report within 2 weeks of its completion and facilitate an annual meeting between the City, RCD and SMV representatives to discuss the monitoring activities, monitoring results, monitoring findings, trends and observed changes, and any adaptive management activities implemented and/or contemplated, particularly as such information relates to the Construction, Maintenance and Monitoring Areas and Upland Monitoring Area of the Property.

(f) City shall, at its sole cost and expense, be solely responsible for designing, constructing, operating, monitoring and maintaining all Sediment Trap

Facilities in accordance with permits issued by the Regulatory Agencies and this Agreement.

(g) All work undertaken on the Property pursuant to this Agreement shall be consistent with all provisions of this Agreement and shall be performed only: (i) through properly licensed, qualified and insured contractors, consultants or employees; (ii) in full compliance with all terms and conditions of permits issued by the Regulatory Agencies, including without limitation all applicable local, state and federal laws, ordinances, rules and regulations and applicable regulatory, environmental and safety requirements; and (iii) through use of good and sound practices, including without limitation, proper storage of all materials and daily site cleanup.

(h) City shall keep the Property free of all liens, claims and encumbrances arising through work performed by City, its contractors, agents and representatives on the Property pursuant to the Construction Rights, Disposal Rights, Operation & Maintenance Rights and Upstream Monitoring Rights pursuant to this Agreement. If any lien is filed, City shall cause such lien to be released and removed within thirty (30) calendar days after the date of filing (by payment, bonding or otherwise), and if City fails to do so, SMV may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it (unless City has commenced an action to contest, dispute or defend the claims of lienholders and has provided SMV with written notice of the pendency of the action, in which case City shall bond over or otherwise cause such lien to be removed of record pending the resolution of the dispute), and City shall reimburse SMV for reasonable actual amounts expended

in connection with removing such lien together with interest thereon at the Local Agency Investment Fund interest rate, from the date of expenditure.

(i) SMV shall not modify, alter, remove, repair, replace or relocate any Sediment Trap Facility, or any part thereof, in any manner without the express written consent of City, which consent may be granted or withheld in City's sole and exclusive discretion.

(j) City shall not use or release, or permit the use or release of, any hazardous material, toxic waste or other harmful substances within the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area, Upstream Monitoring Area or any portion of the Property including, but not limited to, any sediment containing asbestos in excess of naturally occurring levels. Further, City shall not undertake any activities related to sanitizing or decontaminating equipment, personnel or material within the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area, Upstream Monitoring Area or any portion of the Property or Creek located within the Property.

(k) No exercise of Construction Rights, Disposal Rights, Operation & Maintenance Rights and Upstream Monitoring Rights by City under this Agreement shall materially interfere with SMV's use, operations or activities on or about the Property adjacent to the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area or Upstream Monitoring Area.

(l) City shall provide SMV no less than twenty four (24) hours prior notice before entering upon the Property pursuant to the Construction Rights, Disposal Rights, Operation & Maintenance Rights or Upstream Monitoring Rights pursuant to this Agreement except in the event of an emergency and in such instance City shall provide SMV notice as soon as reasonably practical. SMV and City each designate the following contact persons for purposes of facilitating notification and each shall provide the other with appropriate contact information (i.e. phone numbers, email address, etc.) for purposes of facilitating notification:

City: Erica Ahmann Smithies, Public Works Director - ESmithies@cityofsthelena.org;

SMV: Ron Rosenbrand, Vineyard Manager - vineyard@springmtn.com.

7. Ownership of Sediment Trap Facilities. The Sediment Trap Facilities shall at all times remain the property of City. City may place, locate, construct, modify, alter, remove, reconstruct, maintain, operate, use, repair, replace, and relocate, as necessary, the Sediment Trap Facilities, in whole or in part, at any time in its sole discretion, subject to compliance with the provisions of this Agreement. Upon termination of this Agreement in accordance with Section 8 below, unless otherwise agreed in writing between SMV and City, the Sediment Trap Facilities shall become the property of SMV.

8. Term; Termination. SMV covenants, acknowledges and agrees that only during the term of this Agreement: (i) this Agreement shall constitute an equitable servitude encumbering only the portions of the Property as set forth in **Exhibits C, D, F, G, H, I, J and K**, and shall run with the land, (ii) the benefits and burdens set forth herein

shall be binding upon, and inure to the benefit of, SMV, City and their respective successors in interest and assignees, (iii) it shall disclose the contents, terms and conditions of this Agreement to any third party acquiring all or any portion of the Property that is subject to the terms of this Agreement, and (iv) it shall not enter into any agreement with any third party that impairs the Construction Rights, Disposal Rights, Operation & Maintenance Rights or Upstream Monitoring Rights of City under this Agreement. No other portion of the Property is subject to this Agreement other than as described herein.

The Parties acknowledge that the Construction Rights and Disposal Rights will terminate as of November 1, 2019, unless otherwise extended in writing by SMV and City, which extension shall not be unreasonably withheld, conditioned or delayed. Further, the Parties acknowledge that at some point the Operation & Maintenance Rights and Upstream Monitoring Rights will no longer be needed by City in order to comply with the terms and conditions of permits issued by the Regulatory Agencies for Phase 1 of the Project and Phase 2 of the Project. Over time, with the gradual flow of gravel and sediments downstream, it is anticipated that the habitat within York Creek, both upstream and downstream from the Dam, will be restored and stabilized to the satisfaction of the Regulatory Agencies.

For purposes of this Section 8, **“Permits issued for Phase 1 of the Project”** shall mean and include, but may not be limited to:

- Phase 1 Napa County Grading Plan and Erosion Control Plan, if required
- Phase 1 CDFW Section 1600 Stream Alteration Agreement

- Phase 1 CDFW Incidental Take Permit
- Phase 1 SFRWQCB Section 401 Water Quality Certification
- Phase 1 Army Corps Section 404 Nationwide Permit 27
- Phase 1 USFWS Section 7 Biological Opinion
- Phase 1 NMFS Section 7 Biological Opinion.

For purposes of this Section 8, “**Permits issued for Phase 2 of the Project**” shall mean:

- Phase 2 Napa County Grading Plan and Erosion Control Plan, if required
- Phase 2 CDFW Section 1600 Stream Alteration Agreement
- Phase 2 CDFW Incidental Take Permit
- Phase 2 SFRWQCB Section 401 Water Quality Certification
- Phase 2 Army Corps Section 404 Nationwide Permit 27
- Phase 2 USFWS Section 7 Biological Opinion
- Phase 2 NMFS Section 7 Biological Opinion.

Once each of the Regulatory Agencies are satisfied that the habitat within York Creek has been restored and have released City in writing from any further obligations under the Permits issued for Phase 1 of the Project and the Permits issued for Phase 2 of the Project, then this Agreement shall terminate and City shall be deemed to have released its interests under this Agreement in the Operation & Maintenance Rights and Upstream Monitoring Rights. Accordingly, to the extent requested by SMV, City shall cooperate with SMV in connection with the preparation, execution, acknowledgement and recording of one or more documents in the Official Records of Napa County, California, to terminate the effectiveness of this Agreement as an encumbrance to the portions of the Property encumbered by the Project as set forth in **Exhibits C, D, E, G,**

H, I, J and K. In no event, however, shall the Operation & Maintenance Rights and Upstream Monitoring Rights continue after a period of fifteen (15) years following completion of Phase 2 of the Project without the written consent of SMV, which consent shall not be unreasonably withheld.

9. Waiver and Release Of CEQA Claims and Property Acquisition

Claims. On behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, and employees ("**SMV Releasors**"), SMV hereby waives any and all claims, demands, liabilities, damages, compensation, judgments, losses, costs and expenses, including reasonable attorneys' fees and expenses, arising from (i) City's compliance with CEQA in connection with the approval of the Project, including compliance with CEQA in connection with the procurement of all permits required from the Regulatory Agencies for the Project, and the approval of this Agreement (all of the foregoing, collectively, "**CEQA Claims**"), and (ii) City's acquisition of the Construction Rights, Disposal Rights, Operation & Maintenance Rights and Upstream Monitoring Rights under this Agreement (all of the foregoing, collectively, "**Property Acquisition Claims**") and agrees that City is irrevocably and unconditionally released and shall not be liable in any manner for any CEQA Claims or Property Acquisition Claims. This release applies only to all potential future CEQA Claims and Property Acquisition Claims, and SMV, on behalf of itself and the SMV Releasors, agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

10. Assumption of Risk and Releases. Each person entering upon the Construction, Maintenance and Monitoring Areas pursuant to the Construction Rights and the Operation and Maintenance Rights, upon the Sediment Disposal Area pursuant to the Disposal Rights, or upon the Upstream Monitoring Area pursuant to the Upstream Monitoring Rights shall do so at their own risk. On behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, employees, contractors, subcontractors, material suppliers, vendors and invitees (“**City Releasors**”), City assumes all risk arising out of any such entry upon the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area and Upstream Monitoring Area and agrees that SMV is irrevocably and unconditionally released and shall not be liable in any manner for injury to or death of City Releasors or their respective officers, employees or agents or for damage to property of City Releasors arising from any cause, except as a result of the gross negligence or willful misconduct of SMV. This release applies to all potential future claims and City, on behalf of itself and the City Releasors, agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist

in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

City shall include within each of its contracts, and within any other agreements with vendors or suppliers who will be entering upon the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area or Upstream Monitoring Area pursuant to this Agreement, an assumption of risk and a release (“Release”) in favor of SMV substantially identical to this Section 10. A copy of the executed Release shall be provided to SMV prior to any entry onto the Property for any purpose under this Agreement.

11. Indemnity. City shall indemnify, defend with counsel of SMV’s choosing and hold SMV harmless from and against any and all claims, demands, liabilities, judgments, losses, costs and expenses (including reasonable attorneys’ and consultants’ fees and expenses) (all of the foregoing, collectively, “**Claims**”) arising from implementation of the Project and any actions contemplated by or in violation of this Agreement or relating to City’s use of the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area, or Upstream Monitoring Area or the location, construction, placement, modification, alteration, reconstruction, maintenance, operation, use, repair, removal, replacement and relocation of the Sediment Trap Facilities, including without limitation any damage to the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area, Upstream Monitoring Area, the Property, or to adjacent property, including Spring Mountain Road, or injury to, or death of, any person, and any

actions by any Regulatory Agency for violation of any permit obtained or that the City failed to obtain or comply with in relation to any activity at the Property, and any activity that causes damage to adjacent property, including Spring Mountain Road.

12. ENVIRONMENTAL INDEMNITY.

(a) The City represents and warrants that:

- i. No Hazardous Materials will be stored, treated, disposed of or incorporated at, in, on, under or around the Property; and
- ii. The City will be in compliance with all applicable federal, state or municipal laws, rules, statutes, ordinances and regulations (collectively, "Regulations"), including, without limitation, environmental, health and safety requirements (collectively, "**City Representation and Warranty**").

(b) The City shall not be involved in operations at, in, on, under or around the Property which operations could lead to (A) the imposition of liability on SMV, or (B) the creation of a lien on the Property under the Hazardous Waste Laws or under similar Regulations; and the City shall not permit, any one on the Property to engage in any activity that could impose liability under the Hazardous Waste Laws on the City or SMV (collectively, "**City Covenant**").

(c) Removal of Hazardous Materials. If required by applicable Hazardous Waste Laws due to activities undertaken by City or City Releasors pursuant to the Construction Rights, Disposal Rights, Operation and Maintenance Rights, or Upstream Monitoring Rights provided herein which result in the release of Hazardous Materials on the Property ("**City Release**"), the City, at its sole cost and expense, agrees to with a

consultant selected by SMV, ameliorate and remove from the Property, with all due care, any contamination of Hazardous Materials caused by a City Release at the Property, in a safe manner, and to a safe degree, to SMV's complete satisfaction and in accordance with all Regulations, as the same may be changed from time to time, and to monitor or cause to be monitored the levels of Hazardous Materials in the ground water caused by a City Release in accordance with all procedures, terms and provisions as may be required by any and all federal, state, or municipal governmental agencies (each, an "**Agency**") having jurisdiction over the Property, including, but not limited to, any regional water quality control board and the Environmental Protection Agency. For purposes of this Agreement, "**Hazardous Materials**" shall mean any substance, whether solid, liquid or gaseous: (a) which is regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise regulated as hazardous or toxic, in or pursuant to any "Environmental Requirement" (hereinafter defined as, agreement, license, authorization or restriction (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to any Hazardous Material, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks), including but not limited to, any asbestos from the dam (or any asbestos from another source that is in excess of naturally occurring levels on the Property), radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; (b) which causes or threatens to cause contamination on the Property or any adjacent property or a hazard to the environment or to the health or safety of persons on the

Property, but excluding chemicals, construction materials or janitorial supplies, cleaning fluids or chemicals necessary for construction of the improvements or the day-to-day operation or maintenance of the Property; provided that such chemicals, construction materials and cleaning fluids are used, stored and disposed of in compliance in all material respects with applicable statutes, laws, ordinances, codes, rules, regulations, orders, decrees and other enforceable requirements of governmental authorities having jurisdiction over SMV and/or the Property; or (c) any other materials or substances deemed to be hazardous substances by the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Clean Water Act, 33 U.S.C. Section 7401, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 11001, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j; the Solid Waste Disposal Act, 42 U.S.C. Section 3251, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Section 11001 et seq.); the Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Hazardous Waste Control Law, California Health and Safety Code Section 25100, et seq.; the Medical Waste Management Act, California Health and Safety Code Section 25015, et seq.; the Porter-Cologne Water

Quality Control Act, California Water Code Section 13000, et seq., and any other state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future (collectively, "Hazardous Waste Laws"). For purposes of this Agreement, "Petroleum" shall include, without limitation, crude oil or any fraction thereof which is liquid at standard conditions of temperature or pressure.

(d) Indemnification. The City shall protect, defend, indemnify and save harmless SMV and each of their parents, subsidiaries, affiliates and such entities' agents, attorneys, representatives, officers, partners, members, employees, successors and assigns (individually and collectively, "Indemnitee") from and against any and all claims, demands, actions, causes of action, damages, costs, expenses, lawsuits, losses, penalties, charges and liabilities, at law or in equity, of every kind or nature whatsoever, arising (directly or indirectly) out of (i) a breach of City Representation and Warranty or City Covenant, or (ii) a City Release on the Property causing:

- i. injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with Hazardous Materials at, in, on, under or around the Property.
- ii. Any and all penalties threatened, sought, or imposed on account of a violation of any Hazardous Waste Laws or any other environmental or related Regulation, or Indemnitor's obligations hereunder;

- iii. Any discharge of Hazardous Materials or the threat of a discharge of any Hazardous Materials, or the presence of any Hazardous Materials affecting the Property whether or not the same originates or emanates from the Property or any contiguous real estate including any loss of value of the Property as a result of any of the foregoing;
- iv. Any costs of removal or remedial action incurred by any Agency or any costs incurred by any other Person or damages from injury to, destruction of, or loss of natural resources from the Property, including, without limitation, reasonable costs of assessing such injury, destruction or loss, incurred pursuant to any Hazardous Waste Laws;
- v. Any and all reasonable consultant, attorney, and/or engineering fees and disbursements incurred by any Indemnatee in connection with monitoring Indemnitor's obligations hereunder; and
- vi. Any loss occasioned by diminution in the value of the Property which may result from any of the foregoing.

The obligations of the City hereunder shall specifically include, but not be limited to, the obligation to expend the City's own funds, to incur costs in the City's own name and to perform all actions as may be necessary to protect SMV from the necessity of expending its own funds, incurring costs or performing any actions in connection with the matters contained herein.

The indemnity provided by this Section 12(d) excludes all liabilities, damages, losses, claims, injuries, fines, penalties, costs, attorneys' fees, expenses, disbursements and courts costs, actions and causes of action arising solely from the

gross negligence or willful misconduct of an Indemnatee or from any Hazardous Materials that are first present, used and/or stored at, on or under the Property before the City's entry onto the Property or after the termination of this Agreement.

(e) Defense or Settlement of Claims.

- i. In connection with any claim made, SMV shall notify the City in writing as soon as reasonably practicable under the circumstances stating in reasonable detail the facts which entitle SMV to make a claim for indemnification in accordance with Section 12(d).
- ii. The City shall, at its sole cost, expense and risk:
 - a) defend all suits, actions, or other legal or administrative proceedings that may be threatened, brought or instituted against SMV on account of any matter or matters arising under or contemplated hereof;
 - b) pay and/or satisfy any judgment or decree that may be recorded against SMV in any such suit, action or other legal or administrative proceeding;
 - c) reimburse SMV for the cost of, or for any payment made by Indemnatee with respect to, any reasonable expenses incurred in connection with the removal or remediation of Hazardous Materials undertaken as a result of any suits, demands, causes of action, lawsuits, other proceedings, or any other claim, threatened, made or brought against any Indemnatee arising out of the City's obligations

under the Agreement or any amounts paid in settlement of any such claims;

- d) reimburse SMV for any and all expenses, including, but not limited to, all reasonable legal expenses arising out of, or attributable to, the aforementioned acts in connection with enforcing the indemnification granted in this Agreement; and
- e) Reimburse SMV for any loss occasioned by the diminution in the value of the Property caused by the presence of Hazardous Materials or the breach of any City Representation and Warranty or City Covenant hereunder.

(f) Binding Effect. All of the covenants and agreements herein contained on the part of the City shall apply to and bind the City successors and assigns and shall inure to the benefit of SMV and its respective successors and assigns.

13. Insurance. City shall cause its contractors, vendors and suppliers who will be entering upon the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area, or Upstream Monitoring Area to procure and maintain insurance insuring against claims on account of bodily injury or death, personal injury, property damage, and contractual liability that may arise from, or be related to, use of the Construction, Maintenance and Monitoring Areas, Sediment Disposal Area or Upstream Monitoring Area provided for hereunder, as more particularly set forth in Exhibit L attached hereto. Proof of insurance includes the addition of SMV as a named insured, and such proof shall be provided to SMV upon retention of any party by the City and prior to any twenty-four (24) hour notice of entry.

14. Event of Default; Remedies. It shall be a breach of a Party's obligations under this Agreement and shall constitute a default hereunder ("**Event of Default**") if a Party does not cure any breach of this Agreement within thirty (30) days after receipt of notice from the other Party; provided, however, that if such Party has commenced to cure such default within such cure period and is diligently and continuously prosecuting such cure, such cure period shall be extended for a period as is reasonably necessary to allow a cure to be completed. Without limiting any other provision herein, upon the occurrence of an Event of Default, the non-defaulting Party may, as its sole and exclusive remedy, bring any action or proceeding in the nature of specific performance, injunction or other equitable remedy to enforce defaulting Party's obligations hereunder, it being acknowledged that damages are not allowed as a remedy for a default or threatened breach of this Agreement. Accordingly, each Party specifically waives and releases any rights or claims it may otherwise have at law or in equity to recover any and all forms of damages, be they actual, consequential, special or punitive damages from the defaulting Party. No breach of any provision of this Agreement shall entitle any Party to terminate or cancel this Agreement or the rights granted herein.

15. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered as of the date of delivery, if hand delivered or deposited with a reputable overnight courier marked for "next day" delivery, postage prepaid, return receipt required, or as of three business

days after deposit into the U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as followed:

To SMV: Spring Mountain Vineyard, Inc.
P.O. Box 991
St. Helena, California 94574
Attn: Mr. Constantine S. Yannias

With a copy to: Diane G. Kindermann Henderson
Abbott & Kindermann Inc.
2100 21st Street
Sacramento, CA 95818

To City: City of St. Helena
1480 Main Street
St. Helena, California 94574
Attn: Erica Ahmann Smithies, Director of Public Works

With a copy to: Michael G. Biddle
Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612

(b) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, including its statutes of limitation, but without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California.

(c) No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

(d) No Public Dedication. This Agreement is not intended as and does not create or make any offer to dedicate any easements or other rights to the public. No rights, privileges or immunities of any Party shall inure to the benefit of any third-party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

(e) No Joint Venture. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between the Parties.

(f) Assignment. City shall have the right to assign its rights and obligations under this Agreement to the Army Corps, NOAA, SFRWQCB, CDFW, RCD, Napa Flood Control and Water Conservation District, or any other local, state or federal governmental agency.

(g) Entire Agreement; Exhibits. This Agreement, together with the attached Exhibits A through L, including Exhibits F, G, H, I, J and K once created and appended hereto in accordance with the provisions of this Section 15(g), each of which is incorporated herein, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, understandings, representations or communications with respect thereto. The Parties acknowledge that the terms of this Agreement contemplate that subsequent to the execution of this Agreement the City will prepare for the review and approval of the Parties, a legal description and plat map of the Upstream Monitoring Area, to be included as Exhibits F and G, respectively; whereas SMV will prepare for the review and

approval of the Parties, a legal description and plat map of the Sediment Disposal Area, to be included as **Exhibits H** and **I**, respectively, and a legal description and plat map of the Sediment Disposal Route, to be included as **Exhibits J** and **K**, respectively.

City, as to **Exhibits F** and **G**, and SMV, as to **Exhibits H, I, J** and **K**, each hereby agree to utilize good faith efforts to prepare an initial draft of the applicable legal description and plat map within thirty (30) days following execution of this Agreement and provide said draft to the other Party. City and SMV agree to promptly review said initial drafts and provide comments thereon, if any, to the other Party within fifteen (15) days of receipt and to thereafter agree on the final form of the applicable exhibit within sixty (60) days following execution of this Agreement. Upon mutual approval of all of the aforementioned exhibits, two (2) originals of each exhibit shall be generated by the Parties and an authorized representative of each Party shall sign and date each exhibit under a heading labeled thereon of “**APPROVED**”, and each Party shall retain one original of each exhibit to append to this Agreement.

(h) Waivers; Amendment. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by the written consent of SMV and City or their successors or assigns, evidenced by a document that has been fully executed.

(i) Captions; Construction. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties

acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

(j) Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances is held by a court of competent jurisdiction, to be invalid or unenforceable to any extent, the remainder of this Agreement shall continue in full force and effect.

(k) Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager may act on and/or approve such matter unless he or she determines in his or her discretion that such action or approval requires referral to the City Council for consideration and approval.

(l) Effective Date. The Effective Date of this Agreement shall be the date of execution by all Parties.

(m) Further Assurances; Amendments. SMV and City each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution of any additional documents or amendments to this Agreement that may be required to implement the intent of this Agreement. In particular, the Parties acknowledge that this Agreement contemplates a multi-year term and has been drafted and negotiated before the City has awarded a

contract for the construction of the Sediment Trap Facilities as well as the monitoring and maintenance of said facilities. Accordingly, in order to provide the contractor awarded the contract to construct and/or maintain the Sediment Trap Facilities sufficient flexibility in choosing the means and methods by which to fulfill its contractual obligations, SMV agrees to consider amendments to the terms of this Agreement requested by City, which shall not be unreasonably denied, conditioned or delayed, that are shown to unreasonably impair or constrain the ability to construct, monitor and/or maintain the Sediment Trap Facilities.

(n) Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind.

(o) Attorneys' Fees. In the event that any action is brought by a Party for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, each Party shall be responsible to cover their own fees and costs incurred in connection with such action, including attorneys' fees and costs.

(p) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Construction, Maintenance and Monitoring, Access and Sediment Disposal Agreement has been duly executed as of the date written below each respective signature.

SMV: **SPRING MOUNTAIN VINEYARDS, INC.,**
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____, 2019

Approved As To Form:

By: _____
Diane G. Kindermann Henderson

CITY: **CITY OF ST HELENA,**
a California municipal corporation,

By: _____

Name: _____

Title: City Manager

Date: _____, 2019

Approved As To Form:

By: _____
Thomas B. Brown, City Attorney

Exhibit A

LEGAL DESCRIPTION OF PROPERTY



ORDER NO: T0018475-006

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of County of Napa, State of California, and is described as follows:

PARCEL ONE:

The Southeast quarter of the Northeast quarter of Section 34, the South half of the Northwest quarter, the Northeast quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter and all that portion of the Northwest quarter of the Northeast quarter of Section 35 lying Southerly of the Southerly line of the first parcel of land described in the Lis Pendens recorded April 2, 1938 in Book 129 at page 94 of Official Records of Napa County, of Section 35, Township 8 North, Range 6 West Mount Diablo Base and Meridian.

APN 022-180-020

PARCEL TWO:

Commencing at the Lemme Gate on the north and south line through the center of the southeast quarter of Section 27, Township 8 North, Range 6 West, Mount Diablo Base and Meridian; and running thence along the old Lemme Road (which is also the southern line of the parcel of land heretofore conveyed to George F. Chevalier by Deed of record in Book 68 of Deeds at page 229, Napa County Records, as follows: South 85-1/2° East 3.96 chains, South 57° East 5.27 chains, South 16° East 1.80 chains, South 74° East 1.36 chains, South 54-1/2° East 2.17 chains, South 88° East 1.95 chains, North 60-1/2° East 4.30 chains, South 67° East 1.71 chains, South 14° West 1.49 chains, South 38-1/2° East 5.17 chains, North 84-1/2° East 8.71 chains, North 35° East 2.50 chains, North 76° East 3.67 chains, South 80-1/2° East 2.23 chains, South 52° East 1.72 chains, North 63° East 2.22 chains, South 76° East 1.72 chains, North 55-3/4° East 3.75 chains, South 52-3/4° East 2.70 chains, South 12-1/2° East 1.50 chains, South 78-1/2° East 1.36 chains, South 84° East 1.91 chains, North 60° East 1.97 chains, South 69° East 1.38 chains, East 3.00 chains, South 61° East 3.00 chains and South 33° 41' East 0.61 chains, to the line of land formerly owned by St. Helena Water Company; thence Southerly and along the line of land so owned by said Company to a point on the line between Sections 26 and 35, in Township 8 North, Range 6 West, distance about 50 links west of the quarter section corner; thence with government subdivision lines as follows: West 19.50 chains, South 20 chains and west 40 chains to the aforesaid north and south centerline of the southeast quarter of Section 27, in Township 8 North, Range 6 West; and thence North along last mentioned line, 31 chains to the point of commencement. Being a portion of the south half of the southwest quarter of Section 26 and of the southeast quarter of the southeast quarter of Section 27 and all of the northeast quarter of the northeast quarter of Section 34, all of the northwest quarter of the northwest quarter of Section 35, all in Township 8 North, Range 6 West, Mount Diablo Base and Meridian.

APN 022-180-017 (portion)

PARCEL THREE:

The southwest quarter of the northeast quarter of Section 34, Township 8 North, Range 6 West, Mount Diablo Base and Meridian.

APN 022-180-017 (portion)

PARCEL FOUR:

Page 3 of 15



ORDER NO: T0018475-006

Commencing in the center of a ravine running through the Dixon flat and distant due South along the north and south centerline of the southeast quarter of Section 27, Township 8 North, Range 6 West, Mount Diablo Base and Meridian, 4.55 chains from the point of commencement, designated in the description next proceeding; running thence due south, along said north and south centerline, 12.36 chains, to a stake at the foot of a small oak marked "L&B", at the junction with the line of the former Lemme Vineyard fence continued; thence North 40-1/2° West, 12.60 chains, in line with said vineyard fence and along the same and the continuation thereof, to the center of the aforesaid ravine; and thence down said ravine, following all of its meanderings, to the point of commencement.

Being a portion of the southwest quarter of the southeast quarter of Section 27 and of the northwest quarter of the northeast quarter of Section 34, in Township 8 North, Range 6 West, Mount Diablo Base and Meridian, and being the same parcel of land acquired by Jacob L. Beringer by Deed from Chas. Lemme of record in [Book 30 of Deeds at page 429](#), Napa County Records.

APN 022-180-017 (portion)

PARCEL FIVE:

Commencing on the South side of York Creek at the point of intersection of a line on a water level with the County Road on the North side of said creek with the North line of the Lemme Road near the quarter section corner of the South boundary of Section 26, Township 8 North, Range 6 West, Mount Diablo Base and Meridian; thence along said Lemme Road the following courses and distances: North 33° 41' West 0.61 chains, North 61° West 3.00 chains, West 3.00 chains, North 69° West 1.38 chains, South 60° West 1.97 chains, North 84° West 1.91 chains, North 78-1/2° West 1.36 chains, North 12-1/2° West 1.50 chains, North 52-3/4° West 2.70 chains, South 55-3/4° West 3.75 chains, North 76° West 1.72 chains, South 63° West 2.22 chains, North 52° West 1.72 chains, North 80-1/2° West 2.33 chains, South 76° West 3.67 chains, South 35° West 2.50 chains, South 84-1/2° West 8.71 chains, North 38-1/2° West 1.50 chains; thence leaving said Lemme Road, North 22-1/2° East 21.21 chains, more or less, to a point on the South side of York Creek on a water level with the County Road on the North side of said creek; and thence Southeast down the South side of York Creek and on a water level with the County Road on the North side of said creek to said Lemme Road and the point of commencement.

EXCEPTING THEREFROM any portion lying within the bounds of the tract of land described in the Judgment to the Town of St. Helena, rendered in the Superior Court of the State of California, in and for the County of Napa, Case No. 7761, a Notice of Lis Pendens having been recorded April 2, 1938 in Book 129 at page 94 of Official Records of Napa County.

APN 022-180-015

Page 4 of 15

Exhibit B

PHASE 1 PLANS

OAK #4834-0322-1880 v12
05829-0008

Exhibit B-1

EXHIBIT C

**LEGAL DESCRIPTION AND MAP OF NORTHERLY CONSTRUCTION,
MAINTENANCE AND MONITORING AREAS
(PARCEL B)**

LEGAL DESCRIPTION

NORTHERLY CONSTRUCTION, MAINTENANCE AND MONITORING AREA

That portion of Section 26, Township 8 North, Range 6 West, Mount Diablo Base and Meridian, in the County of Napa, State of California, described as follows:

COMMENCING at the intersection of the south line of said Section 26, and the southwesterly line of Spring Mountain Road (30.00 feet wide) as shown on Parcel Map No. 4510, per Book 18, Pages 92 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said Napa County;

Thence along said southerly line of Section 26, North 89°43'46" West 172.67 feet to the southerly section corner of said Section 26 as shown on Record of Survey No. 4677, per Book 29, Page 39, of Surveys in the Office of the County Recorder of said Napa County;

Thence continuing along said southerly line of Section 26 North 85°07'45" West 10.34 feet;

Thence leaving said southerly line North 52°35'25" West 11.03 feet;

Thence North 44°18'57" West 46.96 feet;

Thence North 46°50'56" West 23.34 feet;

Thence North 51°10'40" West 68.11 feet to the beginning of a tangent curve concave Northeasterly having a radius of 150.00 feet;

Thence northwesterly 43.61 feet along said curve through a central angle of 18°39'31";

Thence North 34°31'09" West 50.11 feet to the beginning of a tangent curve concave Southwesterly having a radius of 200.00 feet;

Thence northwesterly 100.77 feet along said curve through a central angle of 28°52'02";

Thence North 63°23'11" West 87.16 feet to the beginning of a tangent curve concave Southerly having a radius of 200.00 feet;

Thence northwesterly 96.58 feet through a central angle of 27°40'02";

Thence South 88°56'47" West 42.16 feet;

Thence North 89°34'37" West 96.91 feet;

Thence North 00°45'10" East 73.54 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 400.00 feet, a radial line to said curve bears South 00°45'10" West;

Michael Baker International
40810 County Center Drive, Suite 200
Temecula, CA 92591

April 8, 2019
JN 153371
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Thence northwesterly 348.79 feet through a central angle of 49°57'39";

Thence non-tangent North 50°42'49" East 175.00 feet to said southwesterly line of said Spring Mountain Road, said point being on a non-tangent curve concave Northeasterly having a radius of 225.00 feet, a radial line to said curve bears South 50°42'49" West;

Thence along the southwesterly line of said Spring Mountain Road the following courses: northwesterly 38.72 feet along said curve through a central angle of 09°51'38" to the beginning of a reverse curve concave southwesterly having a radius of 325.00 feet, a radial line to said curve bears South 60°34'27" West;

Thence northwesterly 361.77 feet along said curve through a central angle of 63°46'42" to the **TRUE POINT OF BEGINNING**;

Thence continuing along said curve westerly 66.43 feet through a central angle of 11°42'38"

Thence South 75°05'07" West 30.00 feet to the beginning of a tangent curve concave northerly having a radius of 300.00 feet;

Thence westerly 232.69 feet along said curve through a central angle of 44°26'29";

Thence North 60°28'24" West 32.44 feet to the beginning of a tangent curve concave Southwesterly having a radius of 435.00 feet;

Thence westerly 237.51 feet along said curve through a central angle of 31°16'59";

Thence North 29°11'25" West 130.65 feet to the beginning of a tangent curve concave Southwesterly having a radius of 500.00 feet;

Thence northwesterly 86.75 feet through a central angle of 09°56'26";

Thence North 39°07'51" West 181.44 feet to the beginning of a tangent curve concave northeasterly having a radius of 4700.00 feet;

Thence 52.86 feet along said curve through a central angle of 00°38'40";

Thence leaving said southwesterly line non-tangent South 51°30'49" West 175.00 feet;

Thence South 36°48'31" East 54.83 feet;

Thence South 39°07'51" East 181.44 feet to the beginning of a tangent curve concave Southwesterly having a radius of 325.00;

Thence southeasterly 56.39 feet through a central angle of 09°56'26";

Thence South 29°11'25" East 130.65 feet to the beginning of a tangent curve concave Northeasterly having a radius of 610.00 feet;

Thence southeasterly 333.06 feet through a central angle of 31°16'59";

Thence South 60°28'24" East 32.44 feet to the beginning of a tangent curve concave Northerly having a radius of 475.00 feet;

Thence easterly 368.43 feet along said curve through a central angle of 44°26'29";

Thence North 75°05'07" East 30.00 feet to the beginning of a tangent curve concave Southerly having a radius of 150.00 feet;

Thence easterly 30.66 feet along said curve through a central angle of 11°42'38";

Thence North 03°12'15" West 175.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 4.56 Acres, more or less.

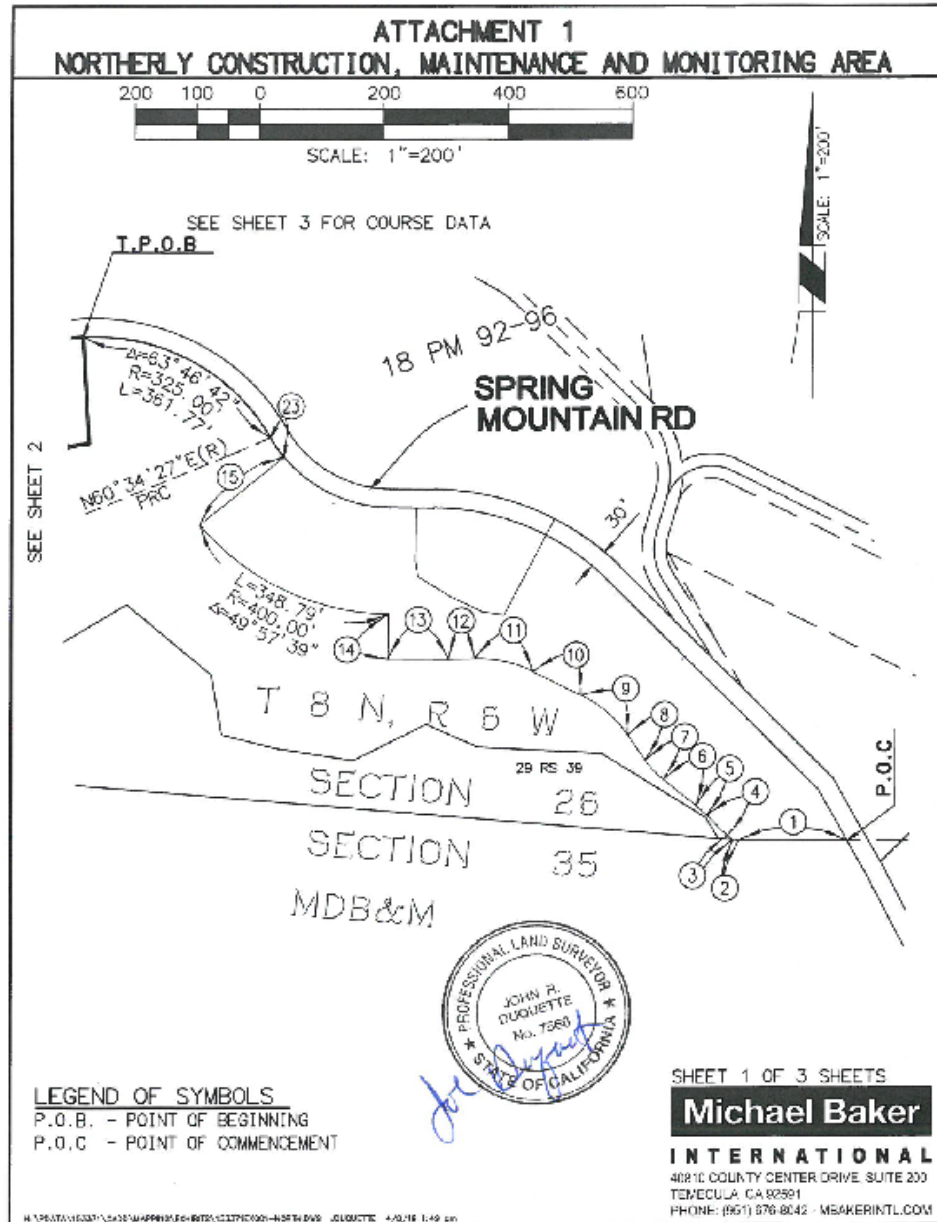
ATTACHMENT 1 attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.

John R. Duquette
John R. Duquette, PLS 7566

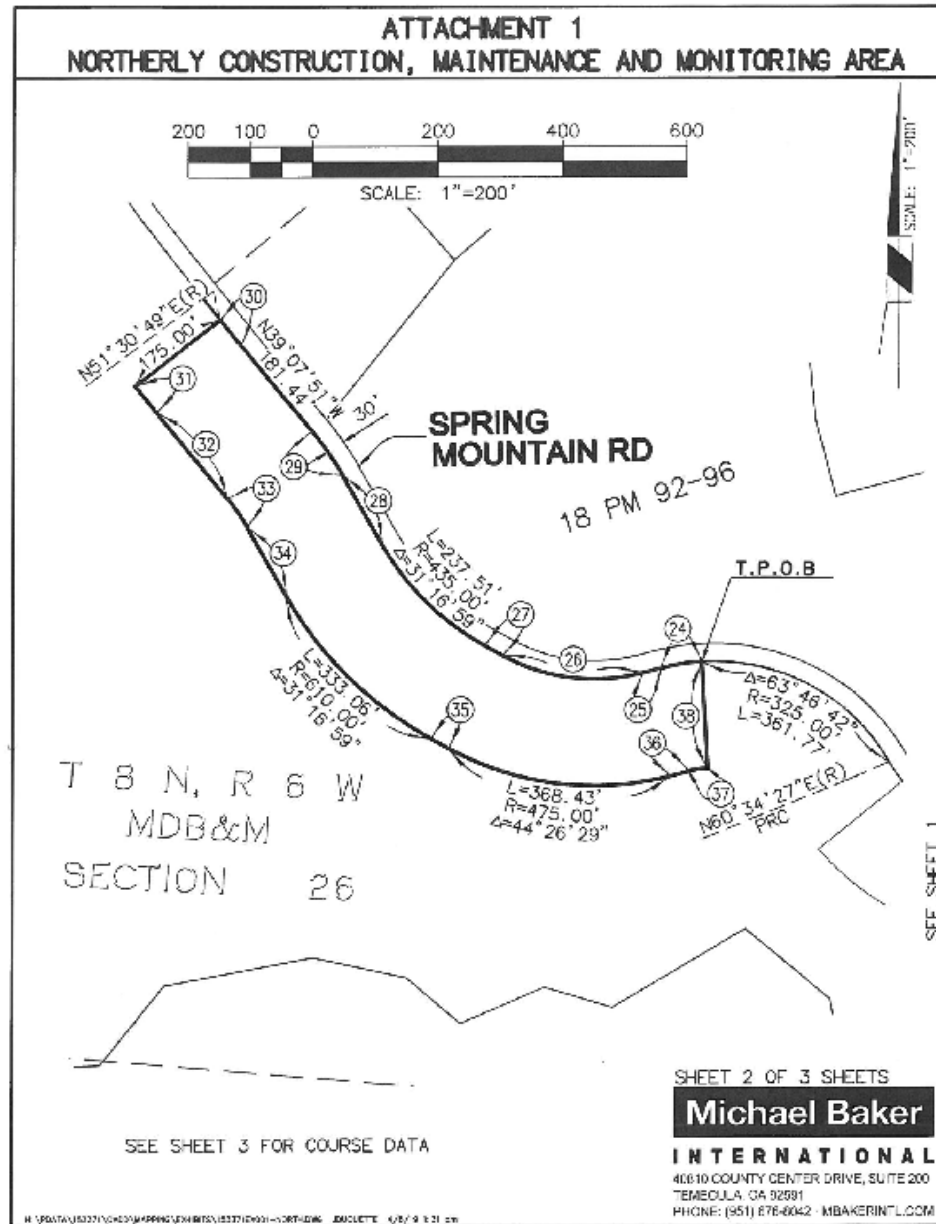
Date: 7/8/19





OAK #4834-0322-1880 v12
05829-0008

Exhibit C-4



OAK #4834-0322-1880 v12
05829-0008

Exhibit C-5

ATTACHMENT 1			
NORTHERLY CONSTRUCTION, MAINTENANCE AND MONITORING AREA			
DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N89°43'46"W	--	172.67'
2	N85°07'45"W	--	10.34'
3	N52°35'25"W	--	11.03'
4	N44°18'57"W	--	46.96'
5	N46°50'56"W	--	23.34'
6	N51°10'40"W	--	68.11'
7	16°39'31"	150.00'	43.61'
8	N34°31'09"W	--	50.11'
9	28°52'02"	200.00'	100.77'
10	N63°23'11"W	--	87.16'
11	27°40'02"	200.00'	98.58'
12	N88°56'47"E	--	42.16'
13	N89°34'37"W	--	96.91'
14	N00°45'10"E	(R)	73.54'
15	N50°42'49"E	(R)	175.00'
23	09°51'38"	225.00'	38.72'
24	11°42'38"	325.00'	66.43'
25	N75°05'07"E	--	30.00'
26	44°26'29"	300.00'	232.69'
27	N60°28'24"W	--	32.44'
28	N29°11'25"W	--	130.65'
29	09°56'26"	500.00'	86.75'
30	00°38'40"	4700.00'	52.86'
31	N38°48'31"W	--	54.83'
32	N39°07'51"W	--	181.44'
33	09°56'26"	325.00'	56.39'
34	N29°11'25"W	--	130.65'
35	N60°28'24"W	--	32.44'
36	N75°05'07"E	--	30.00'
37	11°42'38"	150.00'	30.66'
38	N03°12'15"W	(R)	175.00'
39	N63°40'50"W	--	58.15'
40	N81°38'55"W	--	35.26'
41	N27°17'55"E	--	146.80'

SHEET 3 OF 3 SHEETS

Michael Baker

INTERNATIONAL

40810 COUNTY CENTER DRIVE, SUITE 200

TEMECULA, CA 92591

PHONE: (951) 676-8042 • M.BAKER@NTL.COM

OAK #4834-0322-1880 v12
05829-0008

Exhibit C-6

EXHIBIT D

**LEGAL DESCRIPTION AND MAP OF SOUTHERLY CONSTRUCTION,
MAINTENANCE AND MONITORING AREAS
(PARCEL A)**

LEGAL DESCRIPTION**SOUTHERLY CONSTRUCTION, MAINTENANCE AND MONITORING AREA**

That portion of Section 26, Township 8 North, Range 6 West, Mount Diablo Base and Meridian, in the County of Napa, State of California, described as follows:

BEGINNING at the intersection of the south line of said Section 26, and the southwesterly line of Spring Mountain Road (30.00 feet wide) as shown on Parcel Map No. 4510, per Book 18, Pages 92 through 96, inclusive, of Parcel Maps, in the Office of the County Recorder of said Napa County;

Thence along said southerly line of Section 26, North 89°43'46" West 172.87 feet to the southerly section corner of said Section 26 as shown on Record of Survey No. 4677, per Book 29, Page 39, of Surveys in the Office of the County Recorder of said Napa County;

Thence continuing along said southerly line of Section 26 North 85°07'45" West 10.34 feet;

Thence leaving said southerly line North 52°35'25" West 11.03 feet;

Thence North 44°18'57" West 46.96 feet;

Thence North 46°50'56" West 23.34 feet;

Thence North 51°10'40" West 68.11 feet to the beginning of a tangent curve concave Northeasterly having a radius of 150.00 feet;

Thence northwesterly 43.61 feet along said curve through a central angle of 16°39'31";

Thence North 34°31'09" West 50.11 feet to the beginning of a tangent curve concave Southwesterly having a radius of 200.00 feet;

Thence northwesterly 100.77 feet along said curve through a central angle of 26°52'02";

Thence North 63°23'11" West 87.16 feet to the beginning of a tangent curve concave Southerly having a radius of 200.00 feet;

Thence northwesterly 98.58 feet through a central angle of 27°40'02";

Thence South 88°56'47" West 42.16 feet;

Thence North 89°34'37" West 96.91 feet;

Thence North 00°45'10" East 73.54 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 400.00 feet; a radial line to said curve bears South 00°45'10" West;

Thence northwesterly 348.79 feet through a central angle of 48°57'39";

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Temecula, CA 92591

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Page 1 of 2

Thence non-tangent North 50°42'49" East 175.00 feet to said southwesterly line of said Spring Mountain Road, said point being on a non-tangent curve concave Northeasterly having a radius of 225.00 feet, a radial line to said curve bears South 50°42'49" West, said point hereinafter referred to as Point "A";

Thence along said southwesterly line of Spring Mountain Road, the following courses: southeasterly 196.34 feet along said curve through a central angle of 49°59'50";

Thence South 89°17'01" East 41.21 feet;

Thence leaving said southwesterly line of Spring Mountain Road South 00°42'59" West 87.48 feet;

Thence South 09°53'13" East 26.14 feet;

Thence South 57°47'04" East 59.93 feet;

Thence South 63°40'50" East 58.15 feet;

Thence South 81°38'55" East 35.26 feet;

Thence North 27°17'55" East 146.80 feet to said southwesterly line of said Spring Mountain Road, said point being on a non-tangent curve concave Southwesterly having a radius of 400.00 feet, a radial line to said curve bears North 27°31'57" East;

Thence along said southwesterly line of Spring Mountain Road, the following courses: southeasterly 123.43 feet through a central angle of 17°40'50";

Thence South 44°47'13" East 279.70 feet;

Thence South 44°10'50" East 203.42 feet;

Thence South 29°10'50" East 96.77 feet to the **POINT OF BEGINNING**.

CONTAINING: 4.00 Acres, more or less.

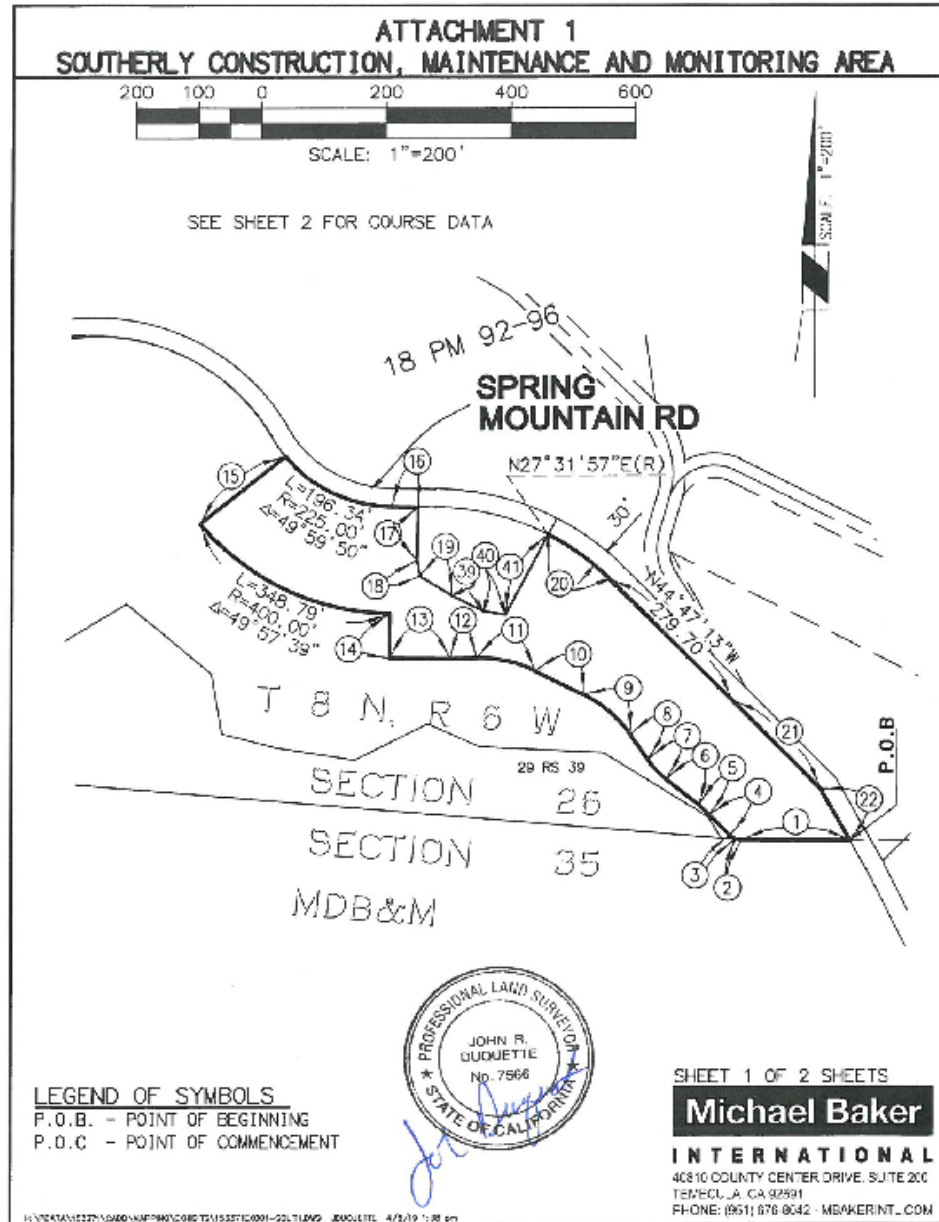
ATTACHMENT 1 attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566

Date: 4/8/19





OAK #4834-0322-1880 v12
05829-0008

Exhibit D-3

ATTACHMENT 1
SOUTHERLY CONSTRUCTION, MAINTENANCE AND MONITORING AREA

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N89°43'46"W	--	172.67'
2	N85°07'45"W	--	10.34'
3	N52°35'25"W	--	11.03'
4	N44°18'57"W	--	46.96'
5	N46°50'56"W	--	23.34'
6	N51°10'40"W	--	68.11'
7	16°39'31"	150.00'	43.61'
8	N34°31'09"W	--	50.11'
9	28°52'02"	200.00'	100.77'
10	N63°23'11"W	--	87.16'
11	27°40'02"	200.00'	96.58'
12	N88°56'47"E	--	42.16'
13	N89°34'37"W	--	96.91'
14	N00°45'10"E	(R)	73.54'
15	N50°42'49"E	(R)	175.00'
16	N86°17'01"W	--	41.21'
17	N00°42'59"E	--	87.48'
18	N09°53'13"W	--	26.14'
19	N57°47'04"W	--	59.93'
20	17°40'50"	400.00'	123.43'
21	N44°10'50"W	--	203.42'
22	N29°10'50"W	--	96.77'

SHEET 2 OF 2 SHEETS

Michael Baker

INTERNATIONAL

40010 COUNTY CENTER DRIVE, SUITE 200
 TEMECULA, CA 92591

PHONE: (951) 670-8042 • MB@BKRINTL.COM

H:\PROJECTS\0322-1880\MAPS\0322-1880-SOUTH040.DWG: JMK:JTB 4/9/10 1:37 pm

Exhibit E

GEOMORPHIC MONITORING AND ADAPTIVE MANAGEMENT PLAN

Exhibit F

**LEGAL DESCRIPTION OF UPSTREAM MONITORING AREA
[TO BE PREPARED BY CITY AND ATTACHED AFTER EXECUTION]**

Exhibit G

**MAP OF UPSTREAM MONITORING AREA
[TO BE PREPARED BY CITY AND ATTACHED AFTER EXECUTION]**

Exhibit H

**LEGAL DESCRIPTION OF SEDIMENT DISPOSAL AREA
[TO BE PREPARED BY SMV AND ATTACHED AFTER EXECUTION]**

OAK #4834-0322-1880 v12
05829-0008

Exhibit H-1

Exhibit I

**MAP OF SEDIMENT DISPOSAL AREA
[TO BE PREPARED BY SMV AND ATTACHED AFTER EXECUTION]**

Exhibit J

**LEGAL DESCRIPTION OF SEDIMENT DISPOSAL ROUTE
[TO BE PREPARED BY SMV AND ATTACHED AFTER EXECUTION]**

Exhibit K

**MAP OF SEDIMENT DISPOSAL ROUTE
[TO BE PREPARED BY SMV AND ATTACHED AFTER EXECUTION]**

Exhibit L**INSURANCE REQUIREMENTS**

City shall cause its contractors, vendors and suppliers who will be entering upon the Construction, Maintenance and Monitoring Areas, Soil Disposal Area or Upstream Monitoring Area to procure and maintain insurance insuring against claims on account of bodily injury or death, personal injury, property damage, and contractual liability that may arise from, or be related to, use of the Construction, Maintenance and Monitoring Areas, Soil Disposal Area or Upstream Monitoring Area, as more particularly set forth below.

All policies shall be written on an occurrence basis (so long as such form of policy is then commonly available in the commercial insurance marketplace). All insurance shall be provided by and/or written by companies that are authorized to do business in the State of California and have, at all times, a Best's rating of "A- VII" (A minus VII) or better by AM Best & Company, and with coverage and policy limits as follows:

(i) Commercial General Liability coverage insuring against claims on account of loss of life, personal injury or property damage with limits of not less than \$2,000,000 per occurrence, \$5,000,000 in the annual aggregate;

(ii) Comprehensive auto liability insurance for all owned, hired and non-owned vehicles brought onto the City Land with combined single limits of not less than \$1,000,000 per occurrence;

(iii) Worker's Compensation insurance as required by the State of California but with a limit of no less than \$1,000,000 per accident;

(iv) Employer's liability insurance on all employees, for occupational accidents or disease, with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease, and \$1,000,000 policy limit; and

(v) An umbrella policy of \$1,000,000 minimum.

(vi) Under the policies required in clauses (i), (ii) and (v) above, City and SMV to be named as an additional insured.

(vii) City and SMV to be provided (a) at least thirty (30) days written notice prior to cancellation of any policy, and (b) at least ten (10) days written notice prior to cancellation of any policy due to non-payment of applicable premiums.

(viii) Contractor's insurance coverage shall be the primary insurance with respect to any other insurance or self-insurance programs maintained by City and SMV and such other insurance or self-insurance programs of City and SMV shall be excess and non-contributory.

(ix) Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(xi) Contractor shall furnish City and SMV with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City and SMV prior to entry upon the Property. Failure to provide the required documents as set forth above shall not waive City and SMV's right to require them, nor Contractor's obligation to provide them. City and SMV reserve the right to require complete copies of all required insurance policies, including endorsements required by this Agreement, at any time.

(xii) Contractor shall grant to City and SMV a waiver of subrogation which any insurer may acquire against City, SMV, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation from its insurer, but this provision applies regardless of whether or not the City and SMV have received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and SMV for all work performed by Contractor and its employees, agents, and subcontractors.

(xiii) All insurance required under this Agreement are considered to be minimum limits only and do not restrict the liability of Contractor in any way. Once every five (5) years during the effectiveness of this Agreement, SMV, in its commercially reasonable discretion, has the ability to require increased insurance limits upon no less than one hundred eighty (180) calendar days prior written notice to City.



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: Old Business

Subject: Measure F Public Information Resources, Workshops and Open Houses

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

On November 27, 2018, the City Council of the City of St. Helena adopted Ordinance No. 2018-9, adding Chapter 9.24 to the St. Helena Municipal Code to establish a mobile home rental stabilization program within the City of St. Helena. On Wednesday, December 19, 2018, petitioners submitted a referendum petition to the City Clerk. The City Clerk determined that the petitions met the prima facie check for the requisite number of potentially valid signatures, as well as the form and format of the petition itself. The County Registrar of Voters validated signatures on the petition and the City Council subsequently called a special election on June 4, 2019 placing Ordinance 2018-9 on the ballot (referred to as Measure F). This report was previously discussed at the meeting of April 9, 2019 and is being brought back to include reference to additional informational resources that will be prepared for Measure F, and to continue raising community awareness of the planned Measure F informational workshops and open houses.

DISCUSSION

In addition to preparing a Measure F informational webpage on the City's website, City staff is planning two informational workshops and three drop-in format open houses to provide the public information about the ballot measure. The website will feature the text of Measure F, the City Attorney's Impartial Analysis, arguments in support and opposition to the measure along with rebuttal arguments. The City will also be preparing

a Frequently Asked Questions (FAQ) document that will be made available via the website and at the Workshops and Open Houses (pending its completion). Because the next SHINE Newsletter will be mailed to residents approximately May 15, 2019, staff is anticipating preparing an informational article about Measure F in the newsletter. Additionally, the FAQ document can be distributed electronically to the City's listserve and, if the Council desires, separately mailed to residents at an estimated cost of approximately \$3,500 (11"x17" color/two-sided).

The following dates have been set for the informational sessions:

Measure F Public Information Workshops

April 27: 10:00am - Noon (Fire Station)

May 1: 6:00pm - 8:00pm (Fire Station)

Measure F Public Information Open Houses

May 9: 4:00pm - 6:00pm (City Hall)

May 13: 4:00pm - 6:00pm (City Hall)

May 30: 4:00pm - 6:00pm (City Hall)

FISCAL IMPACT

As noted above in the report, if the Council directs staff to prepare a separate informational mailing to residents, the estimated cost is approximately \$3,500.

RECOMMENDED ACTION

Provide direction to staff.



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: New Business

Subject: Quarterly Grant Report for FY 2019 Q3, for the period ending March 31, 2019

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Mgr

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report covers grant activity for the 3rd Quarter of Fiscal Year (FY) 2019.

DISCUSSION

New Awarded Grant Applications in FY 2019 3rd Quarter

The City of St Helena was awarded one new grant during 3rd Quarter of Fiscal Year 2019.

Agency	Project	Amount
Department of Justice	Prop 56 - Hire law enforcement officer to manage programs educating and enforcing issues of underage tobacco use.	\$393,514

Applications Pending

The City has three grant applications pending.

Agency	Project	Amount
CalOES/FEMA - HMGP	Purchase of generators and upgrading electrical panels to provide emergency backup power to City facilities.	\$495,675

CalOES/FEMA - HMGP	Spring Mountain pressure zone pump station and tank improvements.	\$1,282,680
Department of Alcoholic Beverage Control	Alcohol Policing Partnership Program - Training and education programs, decoy operations, and development of an Alcoholic Beverage - Responsible Beverage Sales and Service Ordinance.	\$40,000

CalOES/FEMA: Emergency Backup Power - A Notice of Interest was submitted to CalOES for an emergency backup power project and was determined to be eligible in February 2018. The total project cost is estimated at \$660,900 and requires a 25% cash match. Applications are being reviewed by CalOES and were to be submitted to FEMA for additional review on October 9, 2018, however due to multiple disasters the review process was delayed. CalOES contacted the City on March 11th requesting a modification to the original application. Based on the type of projects that Hazard Mitigation Grants can fund it was determined that the City can only request a portable generator for a location if there was not a possible option to install a permanent generator. CalOES recommended a modification to the original application to include fixed generators where possible. The application was modified to include three fixed generators at the Library, Stonebridge Wells, and Flood Control Project. One portable generator was included in the application modification for Madrone Knoll due to site constraints. The modifications to the application were submitted to CalOES on March 20, 2019. CalOES should be making their final determinations in April 2019.

CalOES/FEMA: Spring Mountain Pressure Zone - A Notice of Interest was submitted to CalOES for an emergency backup power project and was determined to be eligible in December 2018. The total project cost is estimated at \$1,710,240 and requires a 25% cash match. Applications are due to CalOES on April 18, 2019.

Department of Alcoholic Beverage Control: Alcohol Policing Partnership Program - An application was submitted to the Department of Alcoholic Beverage Control in March 2019. If eligible the City will receive funding to create training and education programs for licensed establishments, students and parents, and citizens. Funding will also be used for the Police Department will conduct decoy operations to further enforcement within the City. In addition, the City will develop a policy and procedure related to responsible beverage sales and service, which will assist with the development of an Alcoholic Beverage - Responsible Beverage Sales and Service Ordinance. The total amount of funding requested is \$40,000.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$6.68 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CENIC on behalf of Califia	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied	\$ -	0.0%	The CENIC connection was completed in March 2019.
Department of Housing and Community Development - HOME	Home repairs for Low-Income individuals via 0% interest loans	\$500,000	\$ -	51.2%	In progress - Eleven applicants with approved loans as of 03/31/2019.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	Holding \$237,000 in retention until Conservation Easement is completed.
Environmental Protection Agency (EPA)	Upper York Creek Ecosystem Restoration	\$987,876	\$987,876	4.5%	Project is moving forward in two phases.
CalTrans/Federal - OBAG2	Main Street Pedestrian Improvements	\$1,206,000	\$351,000	0.0%	Planning and design process for the Streetscape began February 2019.
SF Bay Area Integrated Regional Water Management (IRWM)	Upper York Creek Ecosystem Restoration	\$800,000	\$1,174,119	0.0%	Not eligible for reimbursement Grant share costs until required funding match is met.
Metropolitan Transportation Commission - TDA 3	Railroad Avenue ADA ramps	\$51,500	\$102,500	100.0%	Notice of completion was filed in December 2018. Pending receipt of reimbursement.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs,	\$135,000	\$ -	\$72.6%	Second grant disbursement of \$33,562 was received

	Materials, Elsie the Cat, Supplies)				October 2018.
Metropolitan Transportation Commission - TDA 3	Hunt Avenue Sidewalk Gap Closure	\$75,000	\$ -	0.0%	Currently in design. Construction will begin early summer 2019.
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$327	\$327	0.0%	
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	0.0%	Design phase will begin late Spring and construction is anticipated to begin 2020.

Closed Out Grants

Grant	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
California State Library	California Public Library Broadband Project - Broadband Rewiring	\$20,000	\$20,000	100.0%	Reimbursement received 08/2018.
CalOES	Public Assistance Grant for Disaster No. 4344-DR-CA	\$105,854	\$ -	100.0%	Reimbursement received 08/2018.
CA Board of State and Community Corrections	Body Worn Camera System	\$11,216	\$ -	100.0%	Equipment was received from Motorola in November 2018

Flood Projects

- Measure A – On December 19, 2017, the Napa County Flood Authority approved Amendment No. 12 to the Agreement authorizing disbursement of the remaining Measure A funds through its sunset in June 2018 which was estimated to be approximately \$5.3 million. In March 2018 the City received a disbursement for \$1,053,609 and in September the City received a disbursement for \$3,970,518. In October, the City paid a total of \$5,120,250 towards the balance of the SRF Loan. The City will receive an final interest disbursement the County for the remainder of Measure A funds.
- Department of Water Resources (DWR) – Public Works staff is working on completing the conservation easement as a requirement of the DWR grant. Once completed, the City will receive \$237,000 still held by DWR.

Non-Profit Grant Applications

For FY 2019 a total of 17 applications were funded, totaling \$143,700 and a fee waiver in the amount of \$1,500. One grantee has forfeited their award in the amount of \$10,000. This chart shows the organization, grant award and percent expended as of March 31, 2019.

Grantee	Project	Award Amount	% Grant Funds Expended
Boys & Girls Club of St. Helena and Calistoga	Power Hour - Homework Assistance Program	\$10,000	0.0%
California Federation of Women/St. Helena Junior Women's Club	Spelling Bee and Community Christmas Family Adoption	\$1,300	0.0%
Friends of the Cameo	Film fees, video display, speaker fees and travel, videographer, advertising, graphic design, and staff support for the Come to Your Senses programs	\$10,000	0.0%
Kiwanis Foundation of St. Helena	College scholarships for graduating students of St. Helena High School	\$3,000	0.0%
Lincoln Theater	St. Helena Live Program - Performer fees, technical support, advertising, and staff support	\$10,000	0.0%
Native Sons of the Golden West St. Helena Parlor 53	Native Sons Hall Preservation Design	\$10,000	0.0%
Nimbus Arts	St. Helena Community Art Creativity Corner - Final Phase: Award was forfeited	\$ -	0.0%
OLE Health - St. Helena Health Center	Diabetic Services - Medical equipment	\$10,000	0.0%
Our Town St. Helena	Brenkle Court & Farm Worker Housing Projects	\$10,000	0.0%
Rianda House	2018 General Programming	\$10,000	0.0%
Saint Helena Farmers Market	Market Match Program	\$6,400	0.0%
Saint Helena Historical Society	Voices of St. Helena Program	\$8,000	0.0%
St. Helena Preschool for All	Preschool tuition for eligible children	\$10,000	100.0%
St. Helena Community Band	Community Band Performance Fees - Band Director, insurance, facility and equipment fees, and operational costs	\$10,000	100.0%
St. Helena Little League	St. Helena Little League uniforms and equipment	\$10,000	100.0%
UpValley Family Center	Operating and personnel costs to provide services for Community Connections Program	\$10,000	0.0%
Vailima Foundation	Treasure Island Mural Project	\$5,000	100.0%

The FY 2019/20 application process closed on February 28, 2019. A total of 21 applications were received with funding requests totaling \$255,840, which exceeded the programmed budget by \$65,840. The City Council working group, consisting of the Mayor and Vice Mayor, met on March 14, 2019 to review applications and make

recommendations for the FY 2019/20 non-profit funding. Funding recommendations were made within the programmed budget and were based on how well each proposed program or service aligned with the City's mission statement and City Council, as well as how well the application met an unmet essential services need within the community. These recommendations were presented to City Council on March 26th. The City Council approved the following recommendations, which will be adopted with the Fiscal Year 2019/20 Operations Budget:

Community Enrichment Grants (Attachment 1)

- 11 Awards = \$50,000

Programmatic Grants (Attachment 2)

- 9 Awards = \$140,000

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.

ATTACHMENTS

[FY 2019/20 Community Enrichment Grants](#)

[FY 2019/20 Programmatic Grants](#)

[3rd Quarter Grant Report Presentation](#)

<i>FY 2019/20 Community Enrichment Grant Applications</i>		
Applicant	Description	March 26, 2019 Approved Funding
Boys and Girls Club	Power Hour - Homework Assistance Program	5,000
Community Organizations Active in Disaster (COAD)	COAD Community Response Table-Top Exercise	2,500
Friends of the Cameo	Arts in April 2020	10,000
Kiwanis Foundation St. Helena	St. Helena Kiwanis Foundation Scholarships	1,500
Lincoln Theater	St. Helena Live: Performing Arts in the Community & Schools	-
Music in the Vineyards	2019 Music in the Vineyards Community Outreach Program	2,500
NapaShakes	NapaShakes On Screen in St. Helena	4,500
Nimbus Arts	Free Community Festival & Event Art Activities	6,000
Saint Helena Community Band	Saint Helena Community Band Yearly Performances	5,000
St. Helena Choral Society	3rd Annual A Capella Festival	3,000
St. Helena Historical Society	"St. Helena: History a la Carte" Project - Didactic Panels/Storyboards and Travelling Trunks Museum	5,000
Vailima Foundation	Gallery and Exhibition Improvement Project	5,000
Total Funding		50,000

<i>FY 2019/20 Programmatic Grant Applications</i>		
Applicant	Description	March 26, 2019 Approved Funding
Boys and Girls Club	Teen Center	30,000
California Federation of Women	Spelling Bee & Community Christmas Family Adoption Program	1,200
Collabria Care	UpValley Village Fee Waiver Program	6,000
Community Organizations Active in Disaster (COAD)	COAD Community Preparedness Events	5,300
Our Town St. Helena	Organizational Development & Assistance to Marietta HOA	25,000
Rianda House	Senior Center Wellness and Enrichment Programs	30,000
St. Helena Farmers' Market	Market Match Program	2,500
St. Helena Little League	St. Helena Little League Uniforms & Equipment	10,000
UpValley Family Centers	Community Connections and Immigration Assistance	30,000
Total Funding		140,000



CITY OF ST. HELENA

QUARTERLY GRANT REPORT

Fiscal Year 2019 3rd Quarter, for the period ending March 31, 2019

Newly Awarded Grants

- *Department of Justice – Prop 56 Tobacco Grant Program*
 - Implement and Manage Programs Educating/Enforcing Issues of Underage Tobacco Use
 - Total Award = \$393,514

Pending Grant Applications

- *CalOES/FEMA HMGP – Emergency Backup Power*
 - Purchase Three Portable Generators and One Permanent Generator, Including Installation of Electrical Panels
 - Total Estimated Project Cost = \$660,900
 - Requires 25% Match = Estimated at \$165,225
 - \$137,500 is included in the FY 2018/19 Budget
- *CalOES/FEMA HMPG – Spring Mountain Pump Station*
 - New Pump Station and Distribution Piping, Repairs to Existing Water Storage Tank, and all Ancillary Improvements
 - Total Estimated Project Cost = \$1,710,240
 - Requires 25% Match = Estimated at \$427,560
- *Department of Alcoholic Beverage Control – Alcohol Policing Partnership Program*
 - Training and education programs, decoy operations, and development of an Alcoholic Beverage – Responsible Beverage Sales and Service Ordinance.
 - Total Estimated Project Cost = \$40,000

Active Grants Highlights

- *CENIC on behalf of Califia: Library Broadband*
- *Department of Housing and Community Development: HOME Grant*
- *Upper York Creek Ecosystem Restoration*
 - *Environmental Protection Agency (EPA)*
 - *SF Bay Area Integrated Regional Water Management (IRWM)*
- *One Bay Area Grant 2 (OBAG2): Main Street Pedestrian Improvements*
- *Friends & Foundation: Library Enhancements*



Closed Grants Highlights

- *CA Board of State and Community Corrections*
 - Body Worn Camera System

Non-Profit Grants

- *Fiscal Year 2018/19*
 - Executed 17 Grant Agreements
 - Four organizations have submitted for reimbursements
 - One organization forfeited grant funds
- *Fiscal Year 2019/20*
 - Application process closed February 28th.
 - 21 applications received

Questions



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: New Business

**Subject: Updated California Municipal Financial Health Diagnostic
Informational Report on the City of St. Helena**

**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

The California Municipal Financial Health Diagnostic (the "Diagnostic") was developed by Michael Coleman, the principal fiscal policy advisor to the California Society of Municipal Finance Officers and League of California Cities, with substantial contributions from a number of highly experienced local government finance professionals.

This tool is designed to assist agencies in their fiscal evaluation, validate areas in which the City is fiscally healthy, identify programs and areas to improve, help management and elected officials identify and act to remedy problems and address them before they become unmanageable, avoid being blind-sided by problems, and to help others understand the City's financial position.

This tool was initiated by the League of California Cities and has been endorsed by the Government Finance Officers Association (GFOA) and used by numerous cities throughout California.

DISCUSSION

This Diagnostic is primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). In contrast to many other financial health monitoring systems, this tool looks at recent past and near future financial measures and indicators to provide an

assessment of the local government's level of financial distress and tendency toward financial crisis.

The Diagnostic is focused first and foremost on the general fund, but may also be applied to other funds. It focuses on the local government's operating position, going beyond reported finances to focus on recurring revenues and expenditures (by distinguishing temporary non-recurring revenues and expenditures) and taking into account any unbudgeted but real current costs of services. The tool includes an evaluation of unsustainable or risky budget practices that indicate an agency in distress and tending toward crisis. The foundation of the diagnosis is an examination of discretionary revenues and spending, distinguishing and identifying the effects of programmatic revenues and spending on discretionary resources.

City staff engaged Mark Walsh, CPA to complete the Diagnostic with the purpose of presenting a very broad overview of the fiscal health of St. Helena. Information for the Diagnostic was acquired from the following: (1) Comprehensive Audited Financial Reports (CAFR), (2) FY 2018/19 Adopted Budget, (3) Long Range Financial Forecasts prepared by City staff, and (4) City policies and procedures.

The general fund is the focus of the diagnostic, because it is the primary measure of fiscal health and the main fund in which the City Council makes decisions with broad impact on the mix of services delivered and the appropriate level of services.

After completing the analysis, the results show that overall St. Helena's General Fund is healthy on an operating results basis (total revenues over total expenditures) and healthy on the current financial position basis (short-term resources). Although the Diagnostic does show overall health, it is important to note it was completed based on broad assumptions and did not factor asset re-capitalization.

The previous diagnostic recommended improvement in capital assets replacement funding; completion of financial policies work; and a study of pension funding. The City has made considerable progress in each area:

- The SHAPE (St. Helena Asset Planning and Engagement) Committee assisted the City in evaluating capital assets; and the City is actively engaged in defining financing alternatives for capital assets.
- Financial policies are completed, and adopted by City Council.
- Pension system funding requirements were studied by expert actuaries with a focus on St. Helena-specific alternatives to save future costs.

Items for Further Study & Areas for Planning

- Capital assets condition is a continued area of need. The City has several planning efforts underway to facilitate asset recapitalization.
- Service level challenges may present themselves due to the reliance on generous donor financing for the Fire Department's equipment replacement and the Library's annual operating budget.

The Diagnostic tool is meant to serve as a conversation starter and is not the final answer or a detailed plan. However, it does fit cleanly with the current questions about capital financing, facilities, and assumptions used for long-term planning.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

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

ATTACHMENTS

[St. Helena Financial Health Diagnostic Final](#)

The California Municipal Financial Health Diagnostic

April 2019



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Indicators	6
Data Gathering Worksheets	14



The **California Municipal Financial Health Diagnostic** was developed by Michael Coleman with substantial contributions from Andy Belknap, Robert Leland, Dave Millican, Mary Bradley, Ron Bates, Bob Biery, Brent Mason, Max Neiman, and Chris McKenzie among many others. Jeremy Goldberg's assistance in testing draft versions of the tool was invaluable.

The county version, **The California County Financial Health Diagnostic**, was developed with invaluable guidance from: Terry Schutten, Leanne Link, Michelle Aguire, Martin Polt, Paul Derse, Meegan Jessee, and Graham Knaus.

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How Are We Doing?

Using the The California Municipal Financial Health Diagnostic to Evaluate Your Agency's Financial Health

According to economists, California's "great recession" ran from December 2007 and ended in August 2009. These years, and those following have been difficult for local governments all around. In addition to deep reductions in local government revenue, cities, counties and special districts have struggled with state take-aways of local funds, the dissolution of redevelopment agencies, and mounting costs of retiree pensions and benefits. The severity and combination of these financial impacts varies but in a few well-known instances, cities have had to seek the legal protections of Chapter 9 Bankruptcy to restructure their contractual obligations, and at least one county required financial intervention from the state.

Grappling effectively with financial distress before it becomes a crisis first requires a shared understanding of the financial condition of the local government. A critical component of the difficulties of the most financially distressed local governments has been a lack of recognition and agreement among local leaders, staff and key interests (labor, retirees, creditors) regarding the agency's financial condition and what must be done in order to achieve sustainability. Most financial crises can be managed without court or outside agency intervention if leaders, staff and key interests have the courage, competence, and collaborative attitudes to 1) recognize and agree upon the local government's financial condition, and 2) implement the necessary changes to set the local government on a sustainable financial course.

Defining Local Government Financial Health

Government financial health may be viewed in four related financial contexts: 1) cash solvency - the ability to meet immediate financial obligations – generally over the next 30 or 60 days (accounts payable, payroll); 2) budgetary solvency - the ability to meet all financial obligations during a budget year; 3) long-run solvency – the ability to meet all financial obligations into the future; and 4) service-level solvency – the ability to provide the desired level of services for the general health and welfare of a community.^[1] In the context of today's difficult financial climate, we are primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). A more expansive evaluation of financial condition would examine the community's economic environment and ability to meet the service level desires of the community (service-level solvency).

A government is in **financial distress** if it has a continuing imbalance between its level of financial commitments and its available financial resources over time. If revenues and spending are not brought into balance, **financial distress** can progress into financial crisis, when the government is unable to meet its financial obligations.

Determining Local Government Financial Health

There have been many government financial health monitoring systems devised over the last several decades. Each approach consists of a series of financial indicators or measures that address a local government's ability to meet the needs of its constituents. The International City/County Management Association's (ICMA) venerable Financial Trend Monitoring System (FTMS) consists of some 42 financial measures including factors assessing the economic environment of the community, the finances of the jurisdiction, and its managerial practices and legislative policies.^[2] Building on the FTMS and various other systems and policies developed by academics and governments, this tool distills the most essential indicators assessing financial health with a pragmatic focus on an agency's level of financial distress heading into financial crisis.

This **California Municipal Financial Health Diagnostic** is primarily concerned with the ability of the local government to meet its financial commitments now and into the future (cash, budgetary, and long-run solvency). In contrast to many other financial health monitoring systems, this tool looks at recent past and near future financial measures and indicators to provide an assessment of the local government's level of financial distress and tendency toward financial crisis.

The **California Municipal Health Diagnostic** is focused first and foremost on the general fund, but may also be applied to other funds. It focuses on the local government's operating position, going beyond reported finances to focus on recurring revenues and expenditures (by distinguishing temporary non-recurring revenues and expenditures) and taking into account any unbudgeted but real current costs of services. The tool includes an evaluation of unsustainable or risky budget practices that indicate an agency in distress and tending toward crisis. The foundation of the diagnosis is an examination of discretionary revenues and spending, distinguishing and identifying the effects of programmatic revenues and spending on discretionary resources.

Unique Aspects of California Local Government Finance^[3]

California local governments' tax and revenue raising choices are strictly limited. Property tax is the single most important source of general purpose revenue for most cities, counties and many special districts. Yet local governments have no authority over the property tax base, rate or allocation. Other tax increases require voter approval.

Over the last several decades since Proposition 13 (1978), the state has shifted property tax revenues, vehicle license taxes, and eliminated virtually all general purpose state aid to local governments. At the same time, the Legislature has shifted greater program responsibilities and imposed greater mandates but with limited funding. In response, local governments sought and voters approved, several constitutional measures protecting local government finances from further legislative actions.

Most remaining city general purpose revenues are no longer vulnerable to additional state takeaways.^[4] Consequently, unlike municipalities in other states or in California in previous times, assessing the financial health of California cities has little to do with the amount or proportion of intergovernmental revenues (which, in any case, is minimal for nearly all cities and special districts).

California counties have much more limited revenue raising authority than cities and remain, by their nature, highly dependent on state budgetary actions. The state Legislature may delegate to counties any of the functions which belong to the state itself. Counties are responsible for frontline municipal services in unincorporated areas; for countywide local services such as jails, elections, and property tax administration; and for state programs delegated to counties such as health and human services, mental health, and portions of the law enforcement and corrections systems.

The **California Municipal Financial Health Diagnostic** consists of:

1. **The Financial Distress Checklist.** A fourteen point list of key indicators to assess the near term financial health of your local government's general fund and other operations. The checklist is intended for use by policy makers and community members to ask the important questions and get the necessary answers.
2. **The Financial Health Indicators.** Linked to the fourteen point Financial Distress Checklist, the Financial Health Indicators provide more detailed formulas and methods for determining financial condition and will need to be completed by a team of qualified financial analysts.

WARNING SIGNS Indications of Crisis

- ☐ Failure to pay an undisputed claim from a creditor within 90 days past claim date.
- ☐ Failure to forward income taxes withheld or Social Security contributions for over 30 days past the due date.
- ☐ Failure to make *required* pension fund contributions on time.
- ☐ Missing a payroll for 7 days.
- ☐ Available unrestricted balance for the general fund at the end of the current fiscal year will be negative.

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[1] Justice, Jonathan and Scorsone, Eric. "Measuring and Predicting Local Government Fiscal Stress" in Levine, Helisse; Justice, Jonathan; Scorsone, Eric. Handbook of Local Government Fiscal Health. Jones and Bartlett Learning, Burlington, MA 2012.

[2] Groves, Sanford M. and Valente, Maureen Godsey. Revised Nollenburg, Karl. Evaluating Financial Condition: A Handbook for Local Government, 4th edition. International City/County Manager Association (ICMA), USA, 2003.

[3] For more information, see Multari, Coleman, Hampian and Statler, *Guide to Local Government Finance in California*, Solano Press Books, 2012.

[4] The continuing impacts of the dissolution of Redevelopment Agencies notwithstanding. These impacts should be taken into account as appropriate in these financial health measures.

Questions, comments, improvements? Michael Coleman 530-758-3952 coleman@muniwest.com

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City of St. Helena		General Fund	
The California Municipal Financial Health Diagnostic			
Financial Health Indicators - Summary Checklist			
	Indicator	Rating	
Measures	1. Net Operating deficit / surplus. There are no recurring general fund operating deficits. General revenues are sufficient to meet the net general revenue demand of programs.		Healthy
	2. Fund balance. Reserves are sufficient over multiple consecutive years and in compliance with adopted policy.		Healthy
	3. Capital Asset Condition. The city is keeping pace with the aging of its capital assets.		Warning
	4. Liquidity. Cash and short-term investments are sufficient to cover current liabilities (including short-term debt and accounts payable within 60 days).		Healthy
	5. Fixed costs & labor costs. Fixed costs (including debt service and other contractual obligations), salaries and benefits are stable or decreasing over multiple years relative to reasonably expected revenue growth.		Healthy
	6. General fund subsidies of other funds. Any general fund subsidies other enterprises or special funds are sustainable and in compliance with adopted policy.		Healthy
Practices and Conditions	7. Constraints on budgetary discretion. The city council's authority to make budget changes is not excessively constrained by charter, contract, or law.		Healthy
	8. Balancing the budget with temporary funds. The use of reserves, selling assets, deferring asset maintenance to balance the general fund has been limited, prudent and in compliance with adopted policy.		Healthy
	9. Balancing the budget with borrowing. The use of short-term borrowing, internal borrowing or transfers from special funds to balance the general fund has been limited, prudent and in compliance with adopted policy.		Healthy
	10. Balancing the budget by deferring employee compensation costs. Pension liabilities and other non-salary benefits have been determined, disclosed and actuarially funded in compliance with adopted policy.		Healthy
	11. Balancing the budget with backloaded debt service payments. Debt service payments have not been "backloaded" into future years.		Healthy
	12. Funding operating costs with non-recurring revenues. Ongoing operating costs are being funded with ongoing rather than temporary revenues (e.g., from development, etc.)		Healthy
	13. Timeliness and accuracy of financial reports. Financial Reports are being filed on time. (CAFR, Annual Audit, State Controller's Financial Transactions Report)		Healthy
	14. Service level solvency. Public service levels meet the standards and needs in this community.		Caution

City of St. Helena

General Fund

The California Municipal Financial Health Diagnostic Adopted Financial Management Policies	
1. Use of Temporary Funds	Yes
2. Reserves and Fund Balance	Yes
3. Short term borrowing	Yes
4. Interfund Transfers	Yes
5. Payment of employee compensation costs	Yes
6. Pay-as-you-go Financing	Yes
7. Debt Management / Affordability	Yes
8. Long range financial planning	Yes

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Policy #	Policy Title	Resolution No.	Date Adopted by City Council
P-FI-0001	Sale of City Surplus Property or Partial Interests in City Real Property	2004-13	2/24/2004
P-FI-0002	Investment Policy	2018-144	10/23/2018
P-FI-0003	Non-Profit Funding	2018-150	10/23/2018
P-FI-0004	Capital Asset and Depreciation Policy	2014-82	10/28/2014
P-FI-0005	Water Leak Policy	2019-_____	3/12/2019
P-FI-0006	Escheat Policy for Unclaimed Money	2016-170	12/13/2016
P-FI-0007	Grant Application and Management Policy	2016-38	3/22/2016
P-FI-0008	Subsidy to Assist Businesses in Paying their Water/Wastewater Bills in the City of St.	2017-111	6/13/2017
P-FI-0009	Low Income Water and Wastewater Subsidy	2017-18	2/14/2017
P-FI-0010	City's Regulations Providing Purchase of Supplies, Equipment, and Services and Procedures for Public Works Projects	Ordinance 2015-8	11/24/2015
P-FI-0011	Adoption of Annual Budget FY 18-19	2018-77	6/12/2018
P-FI-0012	Issuance and Use of City Procurement Cards	2018-14	2/14/2018
P-FI-0013	Fraud Prevention and Detection	2018-53	5/8/2018
P-FI-0014	Accounts Payable Payment Processing	2018-146	10/23/2018
P-FI-0015	Issuance and Use of City Issued Fuel Cards	2018-28	3/14/2018
P-FI-0016	Financial Policies - includes: General Fund Unrestricted Fund Balance Debt Management	2019-12	2/12/2019
P-FI-0017	Cash Controls	2018-147	10/23/2018
n/a	Compliance with Debt Covenants	2016-163 2016-164 2016-165 2017-159	11/29/2016 11/28/2017
n/a	Records Retention	2016-23	2/23/2016

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

Operating Deficit/Surplus

The simplest measure of annual operating deficit/surplus is the difference between total revenues and total spending. General fund operating deficits may be an indication that the government's financial condition is unsustainably out of balance and that corrections to bring the finances into a sustainable condition are not occurring. Though an operating deficit in any one year may not be a cause for concern (because, for example, reserves or one-time remedies might be available to cover the difference), frequent and increasing deficits may indicate that the governments activities are not sustainable within the revenues available over time.

Taken as a percentage of total revenues, the local government's operating deficit/surplus tells us very plainly if current resources in the fund are sufficient to cover current expenditures. The data to compute this measure should be readily available in the financial statements (comprehensive annual financial reports) of the agency. This is measure 1A below.

But a budget can be balanced and an ongoing structural problem masked if a deficit is covered by temporary solutions, such as non-recurring revenues like limited-term grants, land sale income, or transfers from other funds. This approach cannot be relied upon in the long-run (over multiple years). Measure 1B takes a step further than 1A by taking these temporary revenues out of the equation to see how much worse the revenue shortfall becomes at current spending levels.

Still, this may not show the whole picture. If certain current financial obligations are being delayed and not budgeted, then the financial position shown in measure 1B is still incomplete. Measure 1C takes into account "unbudgeted current liabilities" such as Other Post-Employment Benefits (OPEB); unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure. For the purpose of determining long run solvency, Measure 1C is the best indicator of a local government's true fiscal operating position because it reflects the level of spending actually needed to sustain your current level of service over time. If these deferred costs are significant, then your fiscal imbalance may be much worse than you thought. If you cannot find sufficient information to determine these unbudgeted liabilities, that, in itself, is reason for substantial concern (See indicator # 9).

1A Gross Annual Deficit/Surplus - unadjusted, using all general fund revenues and expenditures					
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
17.94%	26.96%	16.91%	6.48%	0.78%	6.70%
percent change =>	50.23%	-37.28%	-61.66%	-88.00%	760.71%
Formula gross annual deficit/surplus as a percent of revenues = gross total revenues gross total revenues - gross total expenditures				For comparison purposes	
1B Net Operating Deficit/Surplus – sustainable, omitting non-recurring revenues					
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
9.16%	14.07%	2.50%	1.39%	-6.25%	-0.56%
Formula net operating deficit/surplus as a percent of revenues = net operating revenues net operating revenues - temporary revenues - net operating expenditures			Negative Indicator Recurring and static or increasing negative values		For comparison purposes

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena** General Fund

1C Net True Operating Deficit/Surplus - complete, adding unbudgeted general fund liabilities						
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Q1
9.16%	14.07%	2.50%	1.39%	-6.25%	-0.56%	
Formula net true operating deficit/surplus as a percent of revenues = $\frac{\left(\begin{array}{c} \text{net operating} \\ \text{revenues} \end{array} \right) - \left(\begin{array}{c} \text{temporary} \\ \text{revenues} \end{array} \right) - \left(\begin{array}{c} \text{net operating} \\ \text{expenditures} \end{array} \right) - \left(\begin{array}{c} \text{unbudgeted} \\ \text{current} \\ \text{liabilities} \end{array} \right)}{\text{net operating revenues}}$			Score: Warning-Red: Persistent & increasing deficits over consecutive years. Caution-Yellow: Deficits are infrequent or relatively marginal compared to fund balance (see #2 below) and/or there is a reasonable plan for bringing revenues and spending into balance. Good-Green: not an issue of concern.			
Definitions						
Gross Total Revenues. See CAFR Statement of Revenues and Expenditures “total revenues.”						
Gross Total Expenditures. See CAFR Statement of Revenues and Expenditures “total expenditures”						
Net Operating Revenues. Net operating revenues equals gross revenues and transfers in, minus revenues restricted to capital improvements minus revenues legally restricted to special purposes. Transfers related to non-operating activities should be excluded.						
General Purpose Revenues. Discretionary taxes including property taxes (other than voter approved debt service), property transfer tax, general sales and use tax, business license tax, transient occupancy tax, utility users tax, construction tax, and other discretionary taxes; franchises; fines, forfeitures and penalties; investment earnings; rents, concessions, royalties; homeowners property tax relief reimbursement; non-restricted state and federal grants; and non-restricted transfers in.						
One-time (temporary) Revenues. One-time (temporary) revenues include any non-recurring revenues that derive from short-term activities and cannot be relied upon in the long-run (over multiple years). This might include revenues from land sales, one-time transfers from other funds, limited-term grants, court settlements or major donations. Optionally, you might consider also excluding receipt of construction-related revenues from a given project that are significantly in excess of an “average” year, if this represents a level of revenue unlikely to be repeated. Back taxes and late payments do not have to be omitted because they just make up for what was not received in a prior year.						
Ongoing General Propose Revenues. Ongoing General Propose Revenues equals total general purpose revenues minus one-time (temporary) general purpose revenues.						
Net Operating Expenditures. Net operating expenditures equals total expenditures (after credits/reimbursements) and transfers out, minus one time expenditures capital improvement expenditures (or transfers out for capital purposes).						
Unbudgeted Current Liabilities. The amortized costs of long-term general fund liabilities not already included in “net operating expenditures.” This includes amounts not budgeted or expended that “should be” in order to pay the current year portion of liabilities. Examples: unbudgeted actuarially required contributions (ARC) to Other Post-Employment Benefits (OPEB) or pension systems; unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure. If there is insufficient information to determine these unbudgeted liabilities, that, in itself, is reason for substantial concern (See indicator #9).						

Q1

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The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

Fund Balance

A positive fund balance, or reserves, is important for any government to withstand financial risk over time. Unanticipated fluctuations in revenues may occur from economic impacts or state take-ways. "Financial reserves" are important to meet unforeseen revenue shortfalls or expenditure overages. But reserves cannot be relied upon to cover financial shortfalls that are more than temporary. (See Indicator #7) An unplanned decline in unreserved fund balances as a percentage of operating revenues over time suggests the government is less able to withstand financial emergencies.

The right level of fund balance varies depending on many factors including levels of risk and revenue volatility but, generally speaking, dropping below 8% may be cause for concern. The Government Finance Officers Association recommends maintaining a 5-15% reserve.

2 Fund Balance

2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
41.29%	52.12%	46.73%	43.76%	33.46%	31.22%

Q2

Formula

$$\text{Fund balance as a percent of expenditures} = \frac{\text{unreserved fund balance}}{\text{net operating expenditures}}$$

Score:

Warning-Red: Persistently & substantially decreasing or is below 8%.

Caution-Yellow: Has decreased but remains above 8% and there is a reasonable plan for stabilizing.

Green - not concerning

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Definitions

Unreserved fund balance is fund balance not reserved in accordance with state law, charter or contractual obligation. This includes total fund balance minus nonspendable, restricted or committed resources. However, *you should review resources categorized as "committed"* and include in "unreserved fund balance" any amounts that, even if only in time of emergency, could be accessed with action of the City Council / governing board.

Net operating expenditures. Net operating expenditures equals expenditures (after credits/reimbursements) and transfers out, minus capital improvement expenditures (or transfers out for capital purposes), minus expenditures of revenues legally restricted to special purposes.

Fund Balance Components ¹					
	Nonspendable	Restricted	Committed	Assigned	Unassigned
Total Fund Balance	x	x	x	x	x
Unrestricted Fund Balance			x	x	x
Unreserved Fund Balance (AKA "Balance available for assignment")				x	x

1. See Stephen J. Gauthier, "Governmental Accounting, Auditing, and Financial Reporting." (The "Blue Book") 2012 Government Finance Officers Association.

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena** General Fund

Capital Asset Condition						
Capital assets must be maintained and replaced over time. This requires annual resource commitment such that the value of assets and asset improvements does not decline.						
3 Capital Asset Condition						
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Q3
-1.12%	-3.02%	-0.87%	0.08%	-3.42%	-3.52%	
Formula Change in Capital Asset Condition = $\frac{\left(\begin{array}{c} \text{ending net value of} \\ \text{capital assets} \end{array} \right) - \left(\begin{array}{c} \text{beginning net value} \\ \text{of capital assets} \end{array} \right)}{\text{beginning net value of capital assets}}$			Score: Warning-Red: persistent and substantially negative trend Caution-Yellow: negative or decreasing but there is a reasonable plan for stabilizing. Good-Green: not an issue of concern.			
Liquidity A decreasing amount of cash and short-term investments as a percentage of current liabilities suggests the government is less able to pay its short-term obligations. Increasing current liabilities at the end of the year as a percentage of net operating revenues indicates liquidity problems and/or deficit spending. Liquidity measures the amount of readily available financial resources relative to immediate financial commitments (current liabilities).						
4 Liquidity						
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Q4
534.40%	540.65%	568.53%	531.60%	444.73%	415.94%	
Formula liquidity = $\frac{\text{cash and short term investments}}{\text{current liabilities}}$			Score: Warning-Red: Persistently & substantially decreasing. Caution-Yellow: Has decreased but there is a reasonable plan for stabilizing. Good-Green: not an issue of concern.			
Definitions Current liabilities is the sum of all liabilities due at the end of the fiscal year including short-term debt, current portion of long-term debt, all accounts payable accrued liabilities IMPORTANT: Include - Advances and amounts due to other funds, including internal funds from pooled cash transactions or borrowing. - Increases in debt service payments due to financings. Cash and short-term investments includes cash on hand and in the bank as well as other assets that can easily be converted to cash.						

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

Fixed Costs and Budget Flexibility

Increasing fixed costs as a percentage of net operating expenditures may indicate an unsustainable financial structure where the government has limited ability to make necessary budget changes. Fixed does not mean static. Fixed costs may be changing over time but cannot be easily altered.

A major component of general fund spending is labor costs for salaries and benefits: often these costs are anything but fixed, as costs continue to escalate, but as long as the employees are on the payroll, these costs are unavoidable. This indicator computes the proportion of net annual operating expenses that these fixed and labor costs represent, to show the degree of flexibility the agency has in making budget reductions. As with all these measures, compute this for general fund and other funds separately.

Definitions

Salaries and wages are compensation paid directly to employees.

Benefits include costs for contributions to FICA, pension, life insurance, health insurance, etc. and current contributions to self-insurance funds.

Fixed costs are those costs over which the government has little control in the short run because of contractual agreements, charter restrictions, or state or federal law, other than those costs already included under salaries, wages or benefits. Non-labor fixed costs include debt service, retiree health payments, lease-purchase payments, utilities, contracted goods and services, etc.

Net operating expenditures. Net operating expenditures equals expenditures (after credits/reimbursements) and transfers out, minus capital improvement expenditures (or transfers out for capital purposes), minus expenditures of revenues legally restricted to special purposes.

Subsidy Expenditures / Transfers Out. Total of expenditures and transfers out to support enterprises or special funds.

5a Fixed Costs						
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	
4.06%	6.71%	4.98%	4.22%	3.52%	2.78%	
Formula Fixed costs as a percent of expenditures = $\frac{\text{fixed costs}}{\text{net operating expenditures}}$					For comparison purposes	
5b Fixed Costs plus Labor Costs						
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	
61.94%	62.39%	59.96%	66.45%	66.75%	66.83%	
Formula Fixed costs and labor costs as a percent of expenditures = $\frac{\text{salaries} + \text{wages} + \text{benefits} + \text{fixed costs}}{\text{net operating expenditures}}$			Score: Warning-Red: Increasing or over 80%. Caution-Yellow: Has increased but is projected to stabilize or decline. Good-Green: not an issue of concern.			

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of St. Helena

General Fund

General Fund Subsidy of Other Funds.

Some cities and counties find themselves using the general fund to subsidize golf course rates; water, sewer, transit, parking or other enterprise operations; or pay debt service or capital improvement costs that should arguably be paid by proprietary or special revenue funds. Often this is because user fees are not sufficiently high enough to be self-supporting. Sometimes it is because debt obligations were incurred that burdened the general fund with a pledge to support bonds if the intended repayment source (development fees, enterprise fund) proved inadequate. These subsidies limit budget flexibility if they are a significant portion of the general fund net operating expenditures and/or if the trend is increasing.

6 General Fund Subsidy of Other Funds					
2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
0.00%	6.31%	5.34%	0.00%	0.00%	0.00%
Formula Subsidy costs as a percent of expenditures = $\frac{\text{Subsidy Expenditures and Subsidy Transfers Out}}{\text{net operating expenditures}}$			Score: Warning-Red: Increasing or over adopted policy. Caution-Yellow: Has increased but is projected to stabilize or decline. Good-Green: not an issue of concern.		

Q6



Constraints on Budgetary Discretion

Constraints on the budgetary discretion of the agency include binding arbitration or required formulas or third party agreement to alter compensation, spending or minimum staffing. These legal constraints impair the agency's ability to achieve solutions when in fiscal distress and may also accelerate cost increases over time.

7 Constraints on Budgetary Discretion	
Do charter provisions or other legal commitments (contracts, court decisions/settlements) restrict the City Council's authority? • Binding arbitration: required submission of a dispute to a third person whose decision is obligatory. • Formulas require minimum employee compensation, hiring or staffing levels, or spending levels or require the agreement of others. • General fund is pledged as support, or public facilities as security, for non-general fund debt. • Others: restrictions on contracting out, voter-approved tax expiring.	Score: Warning-Red: Yes - restrictions. Caution-Yellow: Yes but minimal/workable. Green - no restrictions

Q7



The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena** General Fund

Financial Practices				
An agency's financial and budgetary management practices may contribute to financial distress. Practices that should be rarely used include solving budgetary imbalances with temporary revenues or cuts (such as furloughs), internal borrowing from special funds beyond budget years (i.e. for more than cash flow), deferring pension or other employee costs, and backloaded debt service schedules. Financial trouble is also strongly correlated with a local government's failure to file financial reports on time.				
8 Balancing the Budget with Temporary Funds Q8				
Has the general fund (budget or financial year close) been balanced with reserves • selling assets • deferring asset maintenance or operating costs ?	2016-17	2017-18	2018-19	Score: Warning-Red: Yes, multiple years. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.
No	No	No		☐ ☐ ☒
Q8a				
Q8b Is there an adopted policy on the use of temporary funds?				☒ Yes ☐ No
Is there an adopted reserves and fund balance policy?				☒ Yes ☐ No
9 Balancing the Budget with Borrowing Q9				
Has the general fund (budget or financial year close) been balanced with short-term borrowing, • internal borrowing (including transfers that must be repaid), • amounts owed to other funds from pooled cash ?	2016-17	2017-18	2018-19	Score: Warning-Red: Yes, multiple instances. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.
No	No	No		☐ ☐ ☒
Q9a				
Q9b Is there an adopted policy on short-term borrowing?				☒ Yes ☐ No
Is there an adopted policy on interfund transfers?				☒ Yes ☐ No
10 Balancing the Budget by Deferring Employee Compensation Costs Q10				
Has the general fund been balanced by deferring payments for or not paying the current actuarially determined costs of ... • pension, other post-employment benefit liabilities (e.g., compensated absences, deferred comp, retiree medical, etc.) • risk programs (e.g., workers comp and liability funds, etc.) • pension obligation bonds which presume overly optimistic payroll growth?	2016-17	2017-18	2018-19	Score: Warning-Red: Yes, multiple years. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.
No	No	No		☐ ☐ ☒
Is there an adopted policy on the payment of employee compensation costs?				☒ Yes ☐ No

The California Municipal Financial Health Diagnostic: Financial Health Indicators

City of **St. Helena** General Fund

11 Balancing the Budget with Backloaded Debt Service						Q11
Have general fund debt payment schedules been backloaded? (e.g., capital appreciation bonds, pension obligation bonds, or other financings with balloon payments or deferred/increasing payment schedules over time)	2016-17 No	2017-18 No	2018-19 No	Score: Warning-Red: Backloaded payments Caution-Yellow: minimal/workable. Good-Green: Not a concern.	☐ ☐ ☒	
Q11a						
Q11b Is there an adopted policy favoring pay-as-you-go financing? ☒ Yes ☐ No						
Is there an adopted debt management / affordability policy? ☒ Yes ☐ No						
12 Funding Operating Costs with Non-recurring Revenues (e.g. development, etc.)						Q12
Has the general fund (budget or financial year close) been balanced relying on non-recurring revenues, such as from land-use development, to fund on-going operating costs or debt service other than work associated with those temporary revenues? (e.g., developer fees or taxes, sales taxes from construction, etc. funding other than building/planning staff)	2016-17 No	2017-18 No	2018-19 No	Score: Warning-Red: Yes. Caution-Yellow: Yes but minimal/workable. Good-Green: No. Not a concern.	☐ ☐ ☒	
Q12a						
Is there an adopted long-range financial plan and policy? ☒ Yes ☐ No						
13 Timeliness and Accuracy of Financial Reports						Q13
Have annual financial reports not been filed on time ? • Comprehensive Annual Financial Report (CAFR) • State Controller's Financial Transactions Report	2016-17 No	2017-18 No	2018-19 No	Score: Warning-Red: Yes. Not filed on time. Caution-Yellow: Yes but special circumstances. Green- No: filed correctly and on time.	☐ ☐ ☒	
14 Service Level Solvency						Q14
Are public service levels below standards in this community ? e.g., emergency response times, road condition, facility maintenance, etc.	2016-17 Yes	2017-18 Yes	2018-19 Yes	Score: Warning-Red: Far below standards. Caution-Yellow: Below standards but will improve. Green- Service levels meet standards.	☐ ☒ ☐	



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of **St. Helena**

General Fund

This worksheet is a tool to 1) help the analyst find the figures and put them together, 2) more clearly define all of the data elements and terms – and tie them back to standard GASB elements etc. as much as possible.

Data Component		Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
a	Gross revenues	CAFR* Statement of Revenues and Expenditures "total revenues"	1A	12,165,701	14,745,065	15,661,808	15,006,090	14,759,477	15,417,091
a1	Transfers in	CAFR* Statement of Revenues and Expenditures "transfers in"		-	44	-	-	-	-
a2	Revenues restricted to capital improvements (by law or contract)	Staff analysis		-	-	-	-	-	-
a3	Revenues legally restricted to special purposes	Staff analysis		-	-	-	-	-	-
b	Net operating revenues	line "a" plus line "a1" minus line "a2" minus line "a3"	1B,1C	12,165,701	14,745,109	15,661,808	15,006,090	14,759,477	15,417,091
Net operating revenues. Net operating revenues equals gross revenues and transfers in, minus revenues restricted to capital improvements, minus revenues legally restricted to special purposes.									
General purpose revenues. Discretionary taxes including property taxes (other than voter approved debt service), property transfer tax, general sales and use tax, business license tax, transient occupancy tax, utility users tax, construction tax, and other discretionary taxes; franchises; fines, forfeitures and penalties; investment earnings; rents, concessions, royalties; homeowners property tax relief reimbursement; non-restricted state and federal grants; and non-restricted transfers in.									



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Data Component		Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)
				2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
c	On-time(temporary) revenues (other than those included in "c" or "d")	Staff analysis	1B,1C	0	0	296,480	0	0	0
	One-time (temporary) revenues. One-time (temporary) revenues include any non-recurring revenues that derive from short-term activities and cannot be relied upon in the long-run (over multiple years). This might include revenues from land sales, one-time transfers from other funds, limited-term grants, court settlements or major donations. Optionally, you might consider also excluding receipt of construction-related revenues from a given project that are significantly in excess of an “average” year, if this represents a level of revenue unlikely to be repeated. Back taxes and late payments do not have to be omitted because they just make up for what was not received in a prior year.								
d1	Salaries, wages and benefits			6,396,641	7,055,158	8,232,516	9,208,707	9,915,481	9,930,131
d2	Services and supplies			3,349,922	3,478,946	4,639,076	4,682,365	4,657,982	4,454,647
d3	Other			236,275	236,275	142,384	142,384	71,192	-
d	Gross expenditures	CAFR* Statement of Revenues and Expenditures “total expenditures”	1A	9,982,838	10,770,379	13,013,976	14,033,456	14,644,655	14,384,778
e	Transfers out	CAFR* Statement of Revenues and Expenditures “transfers out”		1,067,909	1,899,905	2,107,109	1,349,189	1,190,039	1,278,898
f	Capital project expenditures (other than capital outlay that is not included in current expenditures)	CAFR* Statement of Revenues and Expenditures “capital outlay”		-		146,710	145,450	152,723	160,359



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<i>Data Component</i>	<i>Source of Data</i>	<i>Use for Indicator</i>	<u>Year-2</u>	<u>PriorYr</u>	<u>CurrentYr (estimated)</u>	<u>Next Year (projected)</u>	<u>Year+2 (projected)</u>	<u>Year+3 (projected)</u>
			2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
g Other one-time or temporary expenditures	Staff analysis		-	-	-	440,000	-	-
h Net operating expenditures	line "d" plus line"e" minus line"f" minus line"g" minus line"a3"	1A, 1C, 2, 4, 5	11,050,747	12,670,284	14,974,375	14,797,195	15,681,972	15,503,317
Net operating expenditures. Net operating expenditures equals gross expenditures minus capital improvement expenditures minus expenditures of revenues legally restricted to special purposes.								
i Unbudgeted current liabilities	Staff analysis	1C	0	0	0	0	0	0
Unbudgeted current liabilities. The amortized costs of long term general fund liabilities not already included in "net operating expenditures." This includes amounts not budgeted or expended that "should be" in order to pay the current year portion of liabilities. Examples: unbudgeted actuarially required contributions (ARC) to Other Post-Employment Benefits (OPEB) or pension systems; unbudgeted earned leave cash-out liabilities; maintenance and replacement costs of vehicles, technology, buildings, streets, and other properties and infrastructure.								
j Total Fund Balance	CAFR* Balance Sheet		5,567,462	7,642,287	8,036,300	7,514,295	6,286,355	5,879,412
k Nonspendable, restricted and committed fund balance	CAFR* Balance Sheet		1,004,136	1,038,740	1,038,740	1,038,740	1,038,740	1,038,740
l Unreserved fund balance including General Reserve	line "j" minus line "k"	2	4,563,326	6,603,547	6,997,560	6,475,555	5,247,615	4,840,672



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Data Component		Source of Data	Use for Indicator	Year-2	PriorYr	CurrentYr (estimated)	Next Year (projected)	Year+2 (projected)	Year+3 (projected)																														
				2016-17	2017-18	2018-19	2019-20	2020-21	2021-22																														
Unreserved fund balance is fund balance not reserved in accordance with state law, charter or contractual obligation. This includes total fund balance minus nonspendable, restricted or committed resources. However: ➤ <i>You should review resources categorized as "committed"</i> and include in "unreserved fund balance" any amounts that, even if only in time of emergency, could be accessed with action of the City Council. ➤ Uncollectible loans or other receivables should <u>not</u> be included in this measure of unreserved fund balance.																																							
<table><tr><th colspan="6">Fund Balance Components¹</th></tr><tr><th></th><th>Nonspendable</th><th>Restricted</th><th>Committed</th><th>Assigned</th><th>Unassigned</th></tr><tr><td>Total Fund Balance</td><td>x</td><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td>Unrestricted Fund Balance</td><td></td><td></td><td>x</td><td>x</td><td>x</td></tr><tr><td>Unreserved Fund Balance (AKA "Balance available for assignment")</td><td></td><td></td><td></td><td>x</td><td>x</td></tr></table>										Fund Balance Components ¹							Nonspendable	Restricted	Committed	Assigned	Unassigned	Total Fund Balance	x	x	x	x	x	Unrestricted Fund Balance			x	x	x	Unreserved Fund Balance (AKA "Balance available for assignment")				x	x
Fund Balance Components ¹																																							
	Nonspendable	Restricted	Committed	Assigned	Unassigned																																		
Total Fund Balance	x	x	x	x	x																																		
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1. See Stephen J. Gauthier, "Governmental Accounting, Auditing, and Financial Reporting," (The "Blue Book") 2012 Government Finance Officers Association.																																							
m	Beginning net value of capital assets, <i>government-wide</i>	CAFR Notes to financial statements and staff analysis (for projection)	3	36,297,465	35,891,210	34,807,340	34,505,169	34,532,538	33,349,991																														
n	Ending net value of capital assets, <i>government-wide</i>		3	35,891,210	34,807,340	34,505,169	34,532,538	33,349,991	32,175,079																														
Capital Asset Condition. A high ratio suggests the government is keeping pace, on average, with the aging of its capital assets.																																							
o	Cash and short-term investments (<i>fund level</i>)	CAFR* Balance Sheet	4	4,108,318	6,039,757	6,351,148	5,938,604	4,968,154	4,646,544																														
Cash and short-term investments includes cash on hand and in the bank as well as other assets that can easily be converted to cash.																																							
	Current liabilities (<i>fund level</i>)	CAFR* Balance Sheet*	4	768,774	1,117,124	1,117,124	1,117,124	1,117,124	1,117,124																														



The California Municipal Financial Health Diagnostic

Data Gathering Worksheet

City of **St. Helena**
General Fund

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				2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
p	*Current liabilities is the sum of all liabilities due at the end of the fiscal year including short-term debt, current portion of long-term debt, all accounts payable accrued liabilities and other current liabilities due to be paid within 60 days. IMPORTANT: <i>Include</i> <i>Advances and amounts due to other funds, including internal funds from pooled cash transactions or borrowing.</i> <i>Increases in debt service payments due to financings.</i>								
q	Salaries + wages + benefits	(from line "d1" above)	5B	6,396,641	7,055,158	8,232,516	9,208,707	9,915,481	9,930,131
Salaries and wages are compensation paid directly to employees. Benefits include costs for contributions to FICA, pension, life insurance, health insurance, etc. and current contributions to self-insurance funds.									
r	Debt service principal (long term debt only)	Staff analysis		218,030	223,722	154,216	70,525	70,525	35,262
s	Debt service interest (long term and short term debt)	Staff analysis		18,245	12,553	70,599	32,286	32,286	16,143
t	Expenditures for federal, state or court mandated activities	Staff analysis		-	-	-	-	-	-
u	Pension payments (other than those included in "q" above)	Staff analysis and CAFR		-	-	-	-	-	-
v	Lease purchase payments	Staff analysis and CAFR		212,087	234,684	142,383	142,384	69,797	-
w	Other long term contracts	Staff analysis							
x	Other fixed costs	Staff analysis			379,189	379,189	379,189	379,189	379,189



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<i>Data Component</i>	<i>Source of Data</i>	<i>Use for Indicator</i>	<u>Year-2</u>	<u>PriorYr</u>	<u>CurrentYr (estimated)</u>	<u>Next Year (projected)</u>	<u>Year+2 (projected)</u>	<u>Year+3 (projected)</u>
			2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
y Fixed costs	Sum of r through x above	5A, 5B	448,362	850,148	746,387	624,384	551,797	430,594
Fixed costs are those costs over which the government has little control in the short run because of contractual agreements, charter restrictions, or state or federal law, other than those costs already included under salaries, wages or benefits. Fixed costs include debt service, retiree health payments, lease-purchase payments, utilities, contracted goods and services, etc. When it is unclear if certain costs are "fixed," consider a rule of thumb such as "can elected officials cut these costs by at least ten percent in one year."								
z Subsidy expenditures and subsidy transfers out	Staff analysis based on CAFR Statement of Revenues and Expenditures	6		800,000	800,000			



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: **New Business**

Subject: **Presentation of the 2020-2029 General Fund Long Range Financial Forecast**

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

The City's Long Range Financial Forecast (LRFF) was first developed in early 2015 to help the City of St. Helena plan a path to stability. It is a standard best practice for the City to update this plan annually.

DISCUSSION

The Long Range Financial Forecast (LRFF) provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with an early financial assessment and identify any significant issues that may need to be addressed in the budget development process.

It is important to keep in mind that a forecast is not a budget. The LRFF is a vehicle that allows us to peer into the future and make projections about what is likely to happen given certain assumptions. If future deficits are projected than the forecast allows time to take corrective action to ensure finances remain stable.

This analysis is centered on the City's General Fund because it is the primary operating budget for tax supported municipal services. This document presents a potential range of financial outcomes based on available data and conditions and represents a review

of the long-term financial future of the City of St. Helena General Fund using a set of four revenue projections and two expense forecasts for a total of four scenarios.

The LRFF presents four scenarios illustrating trends of the City's expenditures and revenues over the next 10 years. The FY 2018-19 Operating Budget is used as the base for all scenarios.

1. Baseline - The baseline in this forecast assumes a slow-down beginning in FY 2019-20, a mild recession in FY 2020-21, and a full recovery in 2021-22. Typically, economic history has shown that the country experiences a recession about every ten years which, based off of the last recession, would have been in FY 2017-18. While another recession is being forecast, this forecast is not modeling the recession as significant as the previous. Revenue projections for the baseline model reflect relatively flat increases in FY 2019-20 (excluding one-time revenues). The recession expenditure scenario places a hold on salary, supply, and service growth during FY 2021-22 and FY 2022-23.

2. Baseline with a deeper recession - Similar to the model above, this model assumes a slow-down in FY 2019-20, a deeper recession during FY 2020-21, and a full recovery in FY 2021-22. Revenue projections for the deeper recession scenario double the revenue losses modeled in the mild recession. The recession expenditure scenario places a hold on salary, supply, and service growth during FY 2021-22, FY 2022-23, and FY 2023-24.

3. Baseline with a new hotel in year four (FY 2021-23) and a mild recession - This forecast assumes a slow-down beginning in FY 2019-20, a mild recession FY 2020-21, full recovery in 2021-22, and a hotel in year four. As with Scenario #1, this scenario utilizes the same revenue formula and places a hold on salary, supply, and service growth during FY 2021-22 and FY 2022-23.

4. Baseline with a new hotel in year four (FY 2021-23) and a deeper recession - This forecast assumes a slow-down in FY 2019-20, a deeper recession during FY 2020-21, a full recovery in FY 2021-22, and a new hotel in year four. Revenue projections for the deeper recession scenario doubles the revenue losses modeled in the mild recession. As with Scenario #2, this scenario utilizes the same revenue formula and places a hold on salary, supply, and service growth during FY 2021-22, FY 2022-23, and FY 2023-24.

Dependent on the scenario, the Assigned General Fund Reserves in the LRFF range from 28% reserves to 98%.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends City Council receive and file the FY 2020-2029 General Fund Long Range Financial Forecast.

ATTACHMENTS

[LRFF - FY 20 Updated 042219](#)

[Power Point LRFF](#)

General Fund Long Range Financial Forecast City of St. Helena 2020-2029



Updated April 23, 2019

Prepared By:

Mark Prestwich, City Manager

April Mitts, Finance Director

**City of St. Helena
General Fund
Financial Forecast
FY 2019-20 to FY 2028-29**

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FORECAST OVERVIEW

City Overview

The City of St Helena is located in the heart of the Napa Valley and has a population of approximately 6,000 residents. The City was incorporated in 1876 and reincorporated in 1889. St. Helena is a General Law city and operates under a Council-Manager form of government. The City Council is comprised of five members, with a directly elected Mayor every two years, and the other four members elected at-large that serve four-year overlapping terms. A City Manager, appointed by the Council, is responsible for the administration of City affairs and implementation of Council policy.

The City's Fiscal Year (FY) 2018-19 adjusted General Fund Operating Budget is \$15.2 million with approximately 81.5 FTE budgeted positions. As a full-service City, St. Helena has the following departments: Administration, Planning and Community Improvement, Recreation, Library, Finance, Public Works, Police, and a part-time Fire Department.

Long Range Financial Forecast

The Long Range Financial Forecast (LRFF) provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with a financial forecast and identify any significant issues that may need to be addressed in the annual budget development process.

It is important to keep in mind that a forecast is not a budget. The LRFF is a vehicle that peers into the future and makes projections about what is likely to happen given certain assumptions. If future deficits are projected then the forecast allows time to take corrective action to ensure finances remain stable.

This analysis is centered on the City's General Fund because it is the primary operating budget for tax supported municipal services. Long range financial forecasting assists the City in making decisions that lead to our ability to sustain the community's core services. This document represents a review of the City of St. Helena's General Fund using a set of two revenue projections and two expenditure forecasts for a total of four scenarios.

It is a standard practice for the City to update this plan annually.

Scenarios

The LRFF scenarios illustrate trends of the City's expenditures and revenues over the next 10 years. The FY 2018-19 Operating Budget and DRAFT FY 2019-20 Operating Budget is used as the base for all scenarios. More detailed information for the assumptions is included in the *Revenue and Assumptions* and *Expenditure and Assumptions* sections of this report. It is important to note the historical LRFF figures for both revenues and expenditures are actual

numbers. For forecasting purposes if non-reoccurring revenues and non-reoccurring expenditures could be identified, they were removed in determining forecasted growth/decline.

1. Baseline - The baseline in this forecast assumes a slow-down beginning in FY 2019-20, a mild recession in FY 2020-21, and a full recovery in 2021-22. Typically, economic history has shown that the country experiences a recession about every ten years which, based off of the last recession, would have been in FY 2017-18. While another recession is being forecast, this forecast is not modeling the recession as significant as the previous. Revenue projections for the baseline model reflect relatively flat increases in FY 2019-20 (removing one-time revenues). The recession expenditure scenario places a hold on salary, supply, and service growth during FY 2021-22 and FY 2022-23.
2. Baseline with a deeper recession - Similar to the model above, this model assumes a slow-down in FY 2019-20, a deeper recession during FY 2020-21, and a full recovery in FY 2021-22. Revenue projections for the deeper recession scenario double the revenue losses modeled in the mild recession. The recession expenditure scenario places a hold on salary, supply, and service growth during FY 2021-22, FY 2022-23, and FY 2023-24.
3. Baseline with a new hotel in year four (FY 2021-23) and a mild recession - This forecast assumes a slow-down beginning in FY 2019-20, a mild recession FY 2020-21, full recovery in 2021-22, and a hotel in year four. As with Scenario #1, this scenario utilizes the same revenue formula and places a hold on salary, supply, and service growth during FY 2021-22 and FY 2022-23.
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Risks to the Forecast

Every projection is a combination of assumptions based on analysis of historical data, use of actual data when available (e.g., labor contracts, CalPERS rates), and educated assumptions based on an analysis of available information. In addition to the built-in uncertainty of projections, the City continues to experience uncertainty in the future of revenue and major expenses that would impact the City's budget due partly to the structure of State municipal finance laws. The major risks to these projections are discussed below.

1. Volatile Economy - The City's revenues are impacted by economic conditions. As evidenced in the recent Great Recession, the City's three largest revenue sources, property, sales and transient occupancy taxes, are tied to the broader economic trends.

2. State Takeaways and Borrowing - During times of economic downturn, the State of California has previously shifted, borrowed, or took money from cities to cover its own budget shortfalls. In an effort to protect local governments, Proposition 1A was passed in 2004 to protect local revenues from being transferred away from the state. However, Proposition 1A can be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concur. The first emergency suspension of Proposition 1A was passed by the Legislature as part of the 2009-10 budget package. Under this provision the State borrowed 8% of the amount of property tax revenue and was required to repay the obligations plus interest by 2013. After this initial repayment, the legislature may consider only one additional borrowing within a ten-year period. While it can not be predicted if the State will once again borrow money from local governments, it is a possibility.

A December 2018 report released by Moody's Analytics suggest that state revenue growth will continue to be driven by US economic expansion, although at a slower pace than the past two years. Most states have replenished reserves to provide financial flexibility in the case of a slow-down. However, the capacity for state budgets to accommodate pension cost increases will continue to weigh on states with outsized liabilities as well as aging populations.

3. Unfunded Liability Pension Costs - CalPERS pension costs continue to rise and are projected to double, reaching an average of 15.8% of General Fund budgets by FY 2024-25. CalPERS continually reassesses the employer contribution and, based on market returns and other factors, rates can be increased or decreased annually. The projections in this forecast are based on the CalPERS Actuarial Review completed by Bartel Associates in August 2018.
4. Compensation Increases - The Memorandum of Understanding (MOU) with the St. Helena Employees Association (SHEA) was adopted in February 2018 and expires in June 2020 and the MOU with the St. Helena Police Officers Association expires in June 2020. Currently the expenditure forecast includes merit increases and modest salary increases to keep pace with inflation. The City is currently in the midst of a classification and compensation study which is expected to be completed by June 30, 2019. While the class and compensation studies are not complete, projections for FY 2019-20 have included a 5% increase placeholder for SHEA, Mid-Managers, and Executive Staff.
5. Fire Department - The City of St. Helena currently operates a part-time Fire Department for a total operations budget of \$1.2 million annually (exclusive of Strike Team costs). The FY 2018-19 budget included for the first time two full-time firefighters. The addition of these two staff members was a result to the increased emergency preparedness needs of the Fire Department and their response times. Currently the Department consists of a Fire Chief (two days per week), Fire Marshal (two days per week), full-time Administrative Assistant, two full-time firefighters, and 25 part-time firefighters who are paid on an hourly, per-call basis. The FY 2019-20 budget estimates include additional part-time staff, seasonal firefighters, and standby pay which will further help response times and coverage during

wildfire events. The City will experience significant cost increases if there becomes a need to staff the Fire Department on a full-time basis.

6. Health Premiums - The City currently pays 100% of employee health premiums. The City is a participant in the Redwood Empire Municipal Insurance Fund (REMIF) which is a self-insured joint powers authority established in 1976 to handle insurance claims, benefit programs, and risk management needs of 15 cities. In 2015, REMIF changed to a self-funded health plan with the anticipation of overall savings in health care costs to all member cities. In FY 2018-19, the City of St. Helena experienced an overall reduction in health care costs; however, these costs have the risk of change. Health premiums in the LRFF are projected to rise over the next decade by 5% annually. Actual health care costs are not received by the City until May of each year. The risk is that health premiums may rise faster than the forecast, increasing total compensation costs.
7. Asset Recapitalization - In 2017, to help address the significant current-term and long-term costs for replacement or repair of aging buildings, the City Council formed the St. Helena Assets Planning Engagement (SHAPE) Committee with the general purpose to identify alternatives to address deficiencies and opportunities identified in the Facilities Condition Need Assessment (FCNA), challenges identified in the Long Range Financial Forecast, and feasibility of concepts identified in the 2009 Visioning Statement. Additionally, the Committee identified financial strategies (along with identifying consequences and trade-offs) for City Council consideration to address identified deficiencies, opportunities, and/or utilization of community assets. The Committee presented its final report to City Council on June 12, 2018.

The final SHAPE report included options for each property to be carried forward for discussion with City Council as well as an annual cost summary of asset recapitalization provided by EMG. As identified in the Fiscal Health Analysis, assets are depreciating at \$1.3 million per year and only a fraction of that amount is being recapitalized. The LRFF builds in \$400,000 for Capital Improvements in FY 2019-20 and FY 2020-21, \$500,000 in FY 2021-22, and a 3% annual CPI increase through FY 2028-29.

8. No Major New One-Time Expenses - The expenditure forecast does not include any provisions for unexpected one-time expenses, such as changes in legislation, unexpected events, acts of nature, or other such factors that could require the City to expend a significant amount of General Fund resources.

GENERAL FUND FORECAST

Four scenarios are presented in the LRFF. The following tables and charts show the General Fund balance for each of the scenarios over a 10-year period. All scenarios predict a slow-down beginning in FY 2019-20, a recession in FY 2020-21, and a full recovery in FY 2021-22. Full-size charts are included as Appendices A-D.

TABLE 1

SCENARIO 1 - GENERAL FUND FINANCIAL FORECAST SUMMARY - BASELINE											
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED											
	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1 BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	6.32 m	6.59 m	7.21 m	7.84 m	8.55 m	9.26 m	9.98 m	10.75 m
2											
3 REVENUES	15.66 m	15.01 m	14.80 m	15.29 m	15.80 m	16.33 m	16.88 m	17.45 m	18.03 m	18.64 m	19.27 m
4 EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.70 m	16.17 m	16.73 m	17.32 m	17.87 m	18.47 m
5											
6 ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.42 m	0.26 m	0.62 m	0.63 m	0.71 m	0.71 m	0.72 m	0.78 m	0.80 m
7											
8 ENDING FUND BALANCE	6.74 m	6.74 m	6.32 m	6.59 m	7.21 m	7.84 m	8.55 m	9.26 m	9.98 m	10.75 m	11.55 m
9 UNASSIGNED NET POSITION	44%	45%	42%	44%	47%	50%	53%	55%	58%	60%	63%

Scenario 1 (Appendix A) Baseline - The baseline revenue/expenditure growth estimate in Table 1 is based on a slow-down beginning in FY 2019-20, a mild recession in FY 2020-21, and a full recovery in FY 2021-22. This forecast is similar to the actual revenue growth the City incurred over the last ten years and the actual expenditure growth the City incurred over the past three years (excluding FYs 2008-09, 2009-10, and 2010-11 for the recession and one-time revenues and expenditures). This model places a hold on salary, supply, and service growth during FY 2021-22 and FY 2022-23.

TABLE 2

SCENARIO 2 - GENERAL FUND FINANCIAL FORECAST SUMMARY - DEEPER RECESSION											
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED											
	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1 BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	5.97 m	5.86 m	6.11 m	6.70 m	7.38 m	8.06 m	8.75 m	9.49 m
2											
3 REVENUES	15.66 m	15.01 m	14.44 m	14.92 m	15.42 m	15.94 m	16.48 m	17.03 m	17.60 m	18.20 m	18.81 m
4 EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.34 m	15.80 m	16.35 m	16.92 m	17.45 m	18.04 m
5											
6 ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.77 m	-0.11 m	0.24 m	0.60 m	0.68 m	0.68 m	0.68 m	0.74 m	0.77 m
7											
8 ENDING FUND BALANCE	6.74 m	6.74 m	5.97 m	5.86 m	6.11 m	6.70 m	7.38 m	8.06 m	8.75 m	9.49 m	10.26 m
9 UNASSIGNED NET POSITION	44%	45%	39%	39%	40%	44%	47%	49%	52%	54%	57%

Scenario 2 (Appendix B) Baseline with Deeper Recession - Similar to the model above, this model assumes a slow-down in FY 2019-20, a deeper recession during FY 2020-21, and a full recovery in FY 2021-22. Revenue projections for the deeper recession scenario double the revenue losses modeled in the mild recession. The recession expenditure scenario places a hold on salary, supply, and service growth during FY 2021-22, FY 2022-23, and FY 2023-24.

TABLE 3

SCENARIO 3 - GENERAL FUND FINANCIAL FORECAST SUMMARY - MILD RECESSION & HOTEL IN YEAR 4												
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED												
		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
	BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	6.32 m	6.59 m	7.81 m	9.05 m	10.40 m	11.77 m	13.16 m	14.63 m
2												
3	REVENUES	15.66 m	15.01 m	14.80 m	15.29 m	16.40 m	16.95 m	17.52 m	18.10 m	18.71 m	19.34 m	19.99 m
4	EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.70 m	16.17 m	16.73 m	17.32 m	17.87 m	18.47 m
5												
6	ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.42 m	0.26 m	1.22 m	1.25 m	1.35 m	1.37 m	1.39 m	1.47 m	1.52 m
7												
8	ENDING FUND BALANCE	6.74 m	6.74 m	6.32 m	6.59 m	7.81 m	9.05 m	10.40 m	11.77 m	13.16 m	14.63 m	16.15 m
9	UNASSIGNED NET POSITION	44%	45%	42%	44%	51%	58%	64%	70%	76%	82%	87%

Scenario 3 (Appendix C) Baseline with Mild Recession & Hotel in FY 2022-23 - This forecast assumes a slow-down beginning in FY 2019-20, a mild recession in FY 2020-21, a full recovery in FY 2021-22, and a new hotel in year 4 (FY 2022-23). As with Scenario #1, this scenario utilizes the same revenue formula and places a hold on salary, supply, and service growth during FY 2021-22 and FY 2022-23.

TABLE 4

SCENARIO 4 - GENERAL FUND FINANCIAL FORECAST SUMMARY - DEEPER RECESSION & NEW HOTEL YR 4												
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED												
		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
	BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	5.97 m	5.86 m	6.71 m	7.92 m	9.24 m	10.57 m	11.93 m	13.37 m
2												
3	REVENUES	15.66 m	15.01 m	14.44 m	14.92 m	16.02 m	16.56 m	17.11 m	17.69 m	18.28 m	18.89 m	19.53 m
4	EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.34 m	15.80 m	16.35 m	16.92 m	17.45 m	18.04 m
5												
6	ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.77 m	-0.11 m	0.84 m	1.21 m	1.32 m	1.34 m	1.36 m	1.44 m	1.49 m
7												
8	ENDING FUND BALANCE	6.74 m	6.74 m	5.97 m	5.86 m	6.71 m	7.92 m	9.24 m	10.57 m	11.93 m	13.37 m	14.86 m
9	UNASSIGNED NET POSITION	44%	45%	39%	39%	44%	52%	58%	65%	71%	77%	82%

Scenario 4 (Appendix D) Baseline with New Hotel in FY 2022-23 and a deeper recession - This forecast assumes a slow-down in FY 2019-20, a recession during FY 2020-21, a full recovery in FY 2021-22, and a new hotel in year 4 (FY 2022-23). Revenue projections for the deeper recession scenario double the revenue losses modeled in the mild recession. As with Scenario #2, this scenario utilizes the same revenue formula and places a hold on salary, supply, and service growth during FY 2021-22, FY 2022-23, and FY 2023-24.

REVENUES AND ASSUMPTIONS

City Revenues

Projections of future revenues are based on a set of assumptions at a point in time and intended to highlight trends. Because the City's three major revenue sources for the General Fund (property, sales and, transient occupancy taxes) are affected by the economy, significant changes in the local, regional and national economic outlook, positive or negative, can shift these revenue sources materially, as realized in the substantial revenue reductions that started in FY 2009-10 during the Great Recession. This forecast assumes a slow-down beginning in FY 2019-20, a recession in FY 2020-21, and a full recovery in FY 2021-22. This forecast assumes in FY 2021-22 economic conditions locally and nationally will recover and will continue at a modest pace through FY 2028-29. Initially revenue growth will decline; however, beginning in FY 2021-22 overall revenue growth is projected between 3.24% and 3.26% in the baseline forecast, as a result of modeling City growth trends over the past 15 years (excluding FYs 2009-10, 2010-11, and 2011-12 and non-reoccurring revenues).

The annual change in revenue baseline assumptions by revenue type are shown in Table 5. Because a slow-down is modeled beginning in FY 2019-20, the baseline revenue assumptions are applied beginning in FY 2021-22 through the end of the modeling period.

TABLE 5 – Baseline Revenues Assumptions

BASELINE REVENUE ASSUMPTIONS	
Property Taxes	3.5%
Sales Tax	3%
TOT	3%
Other Taxes	5%
Licenses and Permits	5%
Fines & Forfeits	5%
Intergovernmental	5%
Interest and Rents	5%
Charges for Service	3%
Miscellaneous	1%
Development Fees	5%

Table 6 outlines the revenue assumptions with slow-down in FY 2019-20, a mild recession in FY 2020-21, and a full recovery in FY 2021-22. The baseline mild recession is based off of the actual revenue decline from FY 2001-02 to FY 2002-03 which is a milder recession than the Great Recession. Overall revenue decline was 4% and, for the purposes of the LRFF Mild Recession model, this was divided in two for a 2% decrease for Other Taxes, Licenses and

Permits, Fines & Forfeits, Intergovernmental, Interest and Rents, Charges for Service, Miscellaneous, and Development Fees. Overall these categories represent 11% of all General Fund Revenues. Mild Recession assumptions for Property Tax, Sales Tax, and TOT are based on conservative estimates, past economic performance, and the recession scenario presented by Avenu Insights & Analytics (formally Muniservices). The revenue assumptions took into consideration non-reoccurring revenues when identified.

TABLE 6 – Baseline with Mild Recession Revenues Assumptions

			RECESSION			
MILD RECESSION ASSUMPTIONS	2018	2019	2020	2021	2022	2023-29
TABLE 6	Actual	Estimated	Forecast	Forecast	Forecast	Forecast
Property Taxes	10%	9%	3.5%	1.5%	3.5%	3.5%
Sales Tax	47%	6%	2%	-3%	3%	3%
TOT	23%	17%	0%	-3%	3%	3%
Other Taxes	3%	-3%	0%	-2%	5%	5%
Licenses and Permits	-7%	0%	-2%	-2%	5%	5%
Fines & Forfeits	31%	-58%	16%	-2%	5%	5%
Intergovernmental	102%	20%	-87%	-2%	5%	5%
Interest and Rents	23%	-12%	-64%	-2%	5%	5%
Charges for Service	-38%	111%	-39%	-2%	3%	3%
Miscellaneous	-8%	-37%	-20%	-2%	1%	1%
Development Fees	-2%	38%	0%	-2%	5%	5%

Table 7, similar to Table 6, outlines the revenue assumptions with a slow-down in FY 2019-20, a deeper recession in FY 2020-21, and a full recovery in FY 2022-23. Revenue estimates double the revenue losses calculated in the mild recession scenario.

TABLE 7 – Baseline with Deeper Recession Revenues Assumptions

			RECESSION			
DEEPER RECESSION ASSUMPTIONS	2018	2019	2020	2021	2022	2023-29
TABLE 7	Actual	Estimated	Forecast	Forecast	Forecast	Forecast
Property Taxes	10%	9%	3.5%	0.075%	3.5%	3.50%
Sales Tax	47%	6%	2%	-6%	3%	3%
TOT	23%	17%	0%	-6%	3%	3%
Other Taxes	3%	-3%	0%	-4%	5%	5%
Licenses and Permits	-7%	0%	-2%	-4%	5%	5%
Fines & Forfeits	31%	-58%	16%	-4%	5%	5%
Intergovernmental	102%	20%	-87%	-4%	5%	5%
Interest and Rents	23%	-12%	-64%	-4%	5%	5%
Charges for Service	-38%	111%	-39%	-4%	3%	3%
Miscellaneous	-8%	-37%	-20%	-4%	1%	1%
Development Fees	-2%	38%	0%	-4%	5%	5%

Property Tax

Property taxes are collected by the County of Napa and are governed by California State law. The Tax Collector of Napa County collects taxes on behalf of the County, the five incorporated

cities within the county, six school districts, and all other taxing agencies located within Napa County. Once the taxes are collected, the County Auditor-Controller distributes the monies to the various taxing agencies. Property taxes are 1% of the Assessed Value (AV) of a property. Of the amount collected by the County, the City of St. Helena receives approximately 16% of the 1% annually.

Sales Tax

Growth in sales tax depends on a variety of factors. For St. Helena, the economy and tourism have the largest impact. Five-year sales tax projections are provided to the City by Avenu Insights & Analytics, the City's sales tax consultant. The growth in Sales Tax between FY 2016-17 and 2018-19 was 47% and was primarily due to the passage of Measure D, a half-cent local sales tax which will produce an estimated \$1.2 million in additional revenues annually. The overall increase in Sales Tax from FY 2018-19 to FY 2019-20 is estimated to be 6%.

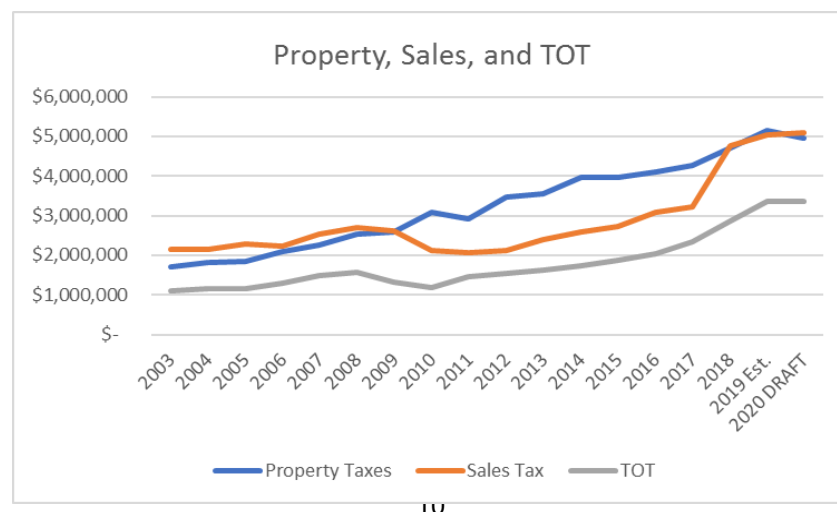
Transient Occupancy Tax (TOT)

The City charges 12% Transient Occupancy Tax on all overnight stays when occupying a room, rooms, or other living space in a hotel, inn, tourist home or house, motel or other lodging if the stay is for a period of 31 days or less. FY 2017-18 experienced an overall increase of 23% despite the October 2017 wildfire event. The increase was primarily due to the opening of Las Alcobas which opened in April 2017.

Additionally, a scenario has been included in the LRFF that includes a new, modest size hotel online in Year 4 (FY 2021-23) bringing in an additional \$600,000 per year in TOT revenues.

Chart 1 provides a summary of the three largest General Fund tax generators from FY 2002-03 to 2016-18, based on audited financials and FY 2018-19 and FY 2019-20 estimates.

**CHART 1 – Property, Sales, and TOT
FY 2002-03 to FY 2019-20**



10

Chart 2 provides a summary of all General Fund revenues from FY 2011-12 to FY 2017-18, based on audited financials and FY 2018-19 and FY 2019-20 estimates.

CHART 2 – All General Fund Revenues FY 2011-12 to FY 2016-17 Actuals and FY 2018-19 and FY 2019-20 Estimates

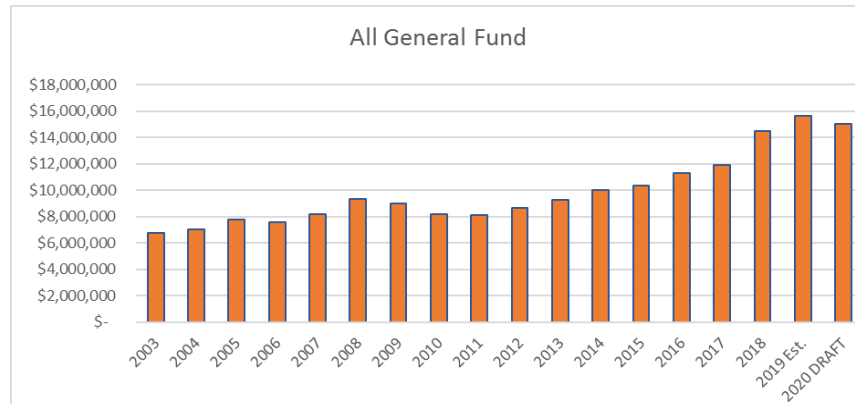


Chart 3 provides a summary of the three largest General Fund tax generators using the four various revenue scenarios: (1) Baseline with a Mild Recession, (2) Deeper Recession, (3) Baseline with Mild Recession and Hotel in Year 4, and (4) Deeper Recession with Hotel in Year 4.

CHART 3 – Property, Sales, and TOT FY 2017-18 to FY 2028-29 Forecast

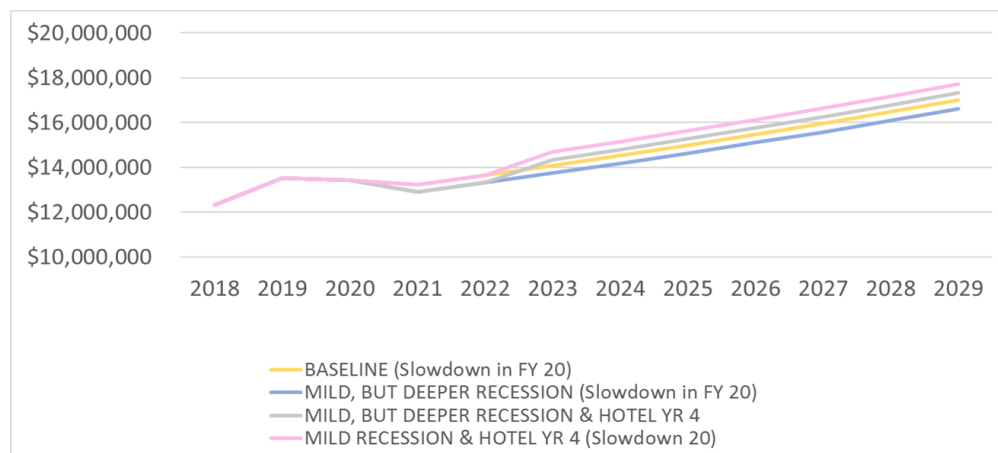
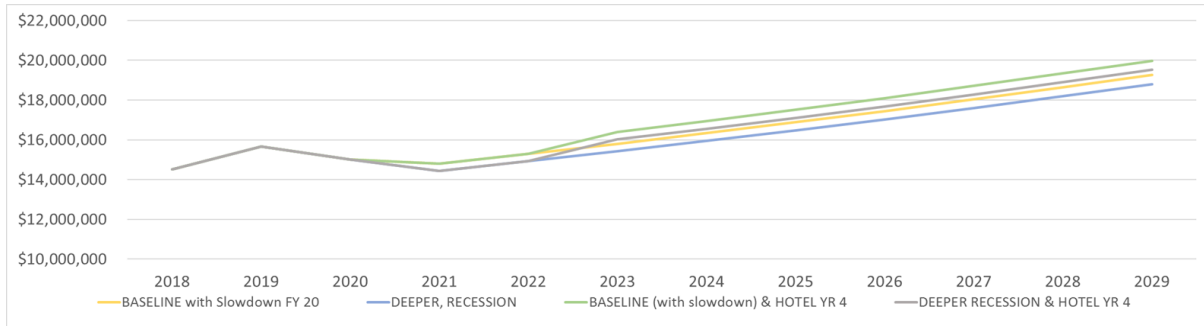


Chart 4 provides a summary of all General Fund revenues using the four various revenue scenarios: (1) Baseline with a Mild Recession, (2) Deeper Recession, (3) Baseline with Mild Recession and Hotel in Year 4, and (4) Deeper Recession with Hotel in Year 4.

CHART 4 – All General Fund Revenues FY 2017-18 to FY 2027-29 Forecast



Appendices E through H provide details of the four revenue scenarios by category.

EXPENDITURES AND ASSUMPTIONS

The City's expense profile includes a combination of costs the City controls and does not control. For example, the City controls labor costs to the extent that it authorizes a certain number of positions and negotiates labor contracts that govern pay and benefits. Pension costs (the result of past labor negotiations and CalPERS investment performance), on the other hand, are a cost the City has little control over in the near term. The largest cost after labor is the City's services and supplies.

The baseline model includes a slow-down in FY 2019-20, a recession in FY 2020-21, and a recovery in FY 2021-22. Overall expenditure growth/decline is projected between -2% and 3% in the baseline forecast, based on a mild recession scenario and estimated inflation. The relatively flat expenditure growth assumes a hold on salary, supply, and service growth for two years and does not include discretionary spending. Historically, there is an average growth of 4% each year when taking the 10-year average.

Salary and Benefit Costs

Personnel costs, which include salaries and benefits, make up approximately 58% of the City's General Fund expenditures in the FY 2017-18 budget, and 54% of the City's General Fund expenditures for the FY 2018-19 estimated budget. For the purposes of the LRFF, salary and benefit costs combined, excluding CalPERS unfunded liabilities, are estimated to grow at 7% for FY 2019-20, 3.5% in FY 2020-21, 0% growth in FY 2021-22 and FY 2022-23 where a hold is placed on salary growth, and continue to grow in FY 2023-24 through FY 2028-29 at a rate of 3.5%.

The City pays 100% of employee health care premiums. This means that as premiums rise, the City's contribution increases as well. Based on recent history and expectations for increases over the next decade, the City assumes health premium costs will increase 5% per year.

Pension Costs

In April 2013, the CalPERS Board of Administration approved changes to actuarial assumptions which have and will continue to significantly increase employer rates that state and local government employers pay for their plans in order to maintain fund solvency. The policy changes, termed "direct rate smoothing", will modify both smoothing and amortization policies with the goal in mind to have all plans 100% funded within 30 years. Rate increases are ramped up for the first five years beginning in FY 2015-16. Chart 5 provides a summary of the CalPERS approved discount rate phase-in.

Chart 5 – Summary of PERS Discount Rate Phase-In

Valuation Date	FY Required Contribution	Discount Rate
June 30, 2016	2018-19	7.375%
June 30, 2017	2019-20	7.25%

June 30, 2018	2020-21	7.00%
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The policy changes include modifying the smoothing from a 15-year rolling period to a five-year direct smoothing rate. The amortization period changes from a 30-year rolling period to a 30-year fixed period.

Most recently, CalPERS recalculated pension contributions to include a higher rate related to mortality, resulting in an increase in the City's PERS contribution effective FY 2016-17 through FY 2022-23. This rate increase is in addition to the rate increase announced in April 2013, which became effective in FY 2015-16. In FY 2015-16, PERS created a new contribution formula that includes an annual lump sum employer payment of unfunded liability. These changes resulted in a nearly 25% increase in employer PERS contribution for FY 2015-16 and a net increase of 10% for FY 2016-17.

In 2018, the City contracted with Bartel Associates to provide CalPERS actuarial forecasting out for the next ten years. The projections in this forecast are based on the CalPERS Actuarial Review completed by Bartel Associates in August 2018.

Additional reforms enacted independently by the City to create a second benefit tier for employees hired after July 2012 and reforms implemented by the Public Employees' Pension Reform Act of 2013 (PEPRA) eliminated enhancements prospectively and have required the City's employees to contribute more toward their benefits. Additionally, every employee (except safety) is now contributes 1% cost share of the employers share of the PERS contribution.

Supplies and Services

Supplies and services are the next highest category of expenditures following salary and benefit costs. Overall operating costs for supplies and services are forecast to increase 3.5% annually based on historical trends removing non-reoccurring expenses.

TABLE 8 – FY 2017-18 Actual Costs Per Category

EXPENSES:		Actual
Description	Object Code	2018
Salaries and Benefits*, **	20	\$ 5,750,943
Health Insurance		\$ 861,867
PERS Unfunded Liabilities***		\$ 617,472
Services	21	\$ 2,280,271
Supplies	22	\$ 280,127
Maintenance	23	\$ 274,041
Taxes, Insurance, & Contributions	24	\$ 654,916
Debt Service (Interest & Principal)	25	\$ 236,275
Capital	26	\$ 19,841
Transfer to Other Funds	29	\$ 1,534,531
TOTAL EXPENSES		\$ 12,510,284

* PERS Unfunded Liabilities removed and placed as individual line item

** Health Insurance removed from Salaries & Benefits and placed as individual line item

*** Estimates - from Bartel Associates August 2018

**CHART 5 – FY 2017-18 – FY 2019-20 Expenditures
Per Category as a % of Total Budget**

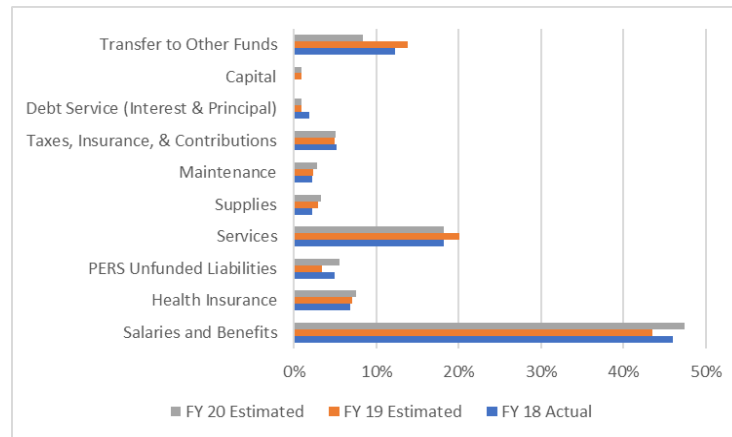


Table 9 provides a summary of the baseline expenditure assumptions in the LRFF. The baseline scenario places a hold on salary, supply, and service growth in FY 2021-22 and FY 2022-23 and resuming growth rates based on past rates. The model that includes a deeper recession places a hold on salary, supply, and service growth in FY 2021-22, FY 2022-23, and FY 2023-24.

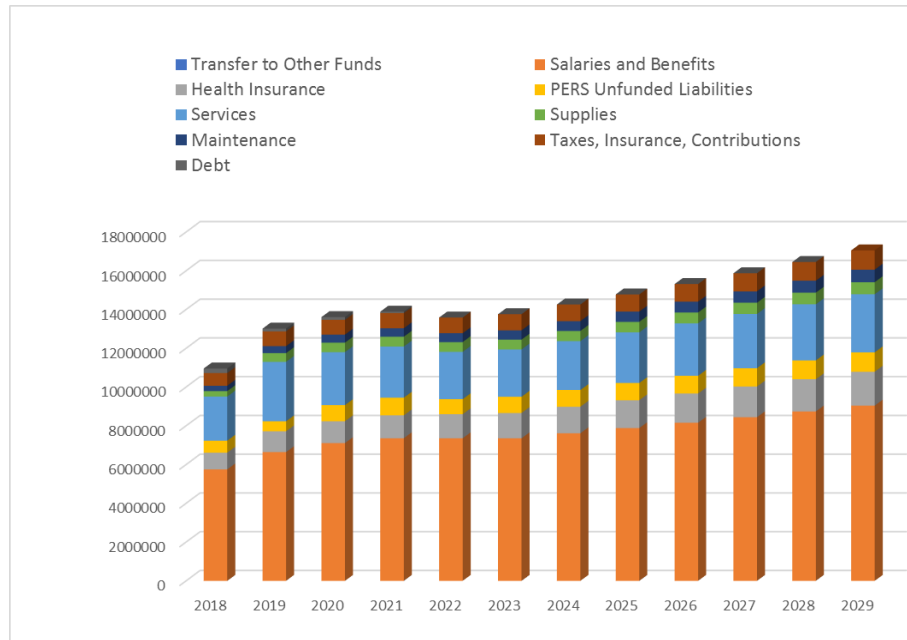
TABLE 9 – Expenditure Assumptions Baseline – Mild Recession

EXPENDITURE ASSUMPTIONS - ANNUAL CHANGE					
	FISCAL YEAR				
	20	21	22	23	24-29
Expenditure	Estimated	Forecast	Forecast	Forecast	Forecast
Salaries and Benefits	7%	3.5%	0%	0%	3.5%
Health Insurance	5%	5%	5%	5%	5%
PERS Unfunded Liabilities	61%	10%	-15%	8%	3%
Services	-11%	3.5%	0%	0%	3.5%
Supplies	8%	3.5%	0%	0%	3.5%
Maintenance	14%	5%	5%	5%	5%
Taxes, Insurance, & Contributions	1%	3%	3%	3%	3%
Debt Service (Interest & Principal)	0%	-50%	-100%	0%	0%
Capital	1%	5%	5%	5%	5%
Transfer to Other Funds	-41%	-6%	9%	-2%	Varies

In addition to the categories listed above, modest capital improvements have been included in both scenarios to address identified deficiencies with City-owned buildings. The amounts are as follows: FY 2019-20 - \$380,000, FY 2020-21 increase by 3% CPI, FY 2021-22 - \$500,000, FY 2022-23 and beyond increase by 3% CPI each year. These amounts are included in the

category, “Transfer to Other Funds” and accounts for previous City Council commitments. Details on transfers are included in the Operating & Capital Transfers section of this report. The category of “Capital” accounts for capital equipment acquired as opposed to investment in buildings and infrastructure.

CHART 6 – Growth Forecast Baseline by Category



Appendices I and J provide details of the expenditure scenarios by category.

OPERATING & CAPITAL TRANSFERS

Transfers from the General Fund to the Capital Improvement Program (CIP) and to other Funds are presented in Table 10 (the full-size version is included as Appendix K). Beginning in FY 2018-19 additional funding is necessary from the General Fund based off of City Council direction, debt obligations, and Maintenance of Effort (MOE) requirements for both SB1 and Measure T funding (details for each transfer category are included in this section). Table 10 includes the modest capital improvements outlined in the previous section.

TABLE 10 – Operating & Capital Transfers from the General Fund Baseline

Transfer to Other Funds Summary:	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Flood Control Capital Reserve	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Streets CIP - R18-79 Pavement Restoration	\$ 250,000	\$ 77,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets CIP - R18-80 ADA Curb Ramps	\$ 45,000	\$ 110,000	\$ -	\$ 110,000	\$ 110,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 20,000	\$ -
Civic CIP - C18-83 ADA Transition Plan	\$ 80,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 8,000	\$ -
Equipment Replacement Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Flood Control Closeout Expenses to 235	\$ 211,900											
Water CIP - Removal of Upper York Creek Dam	\$ 800,000	\$ 800,000	\$ -									
Streets CIP - R18-79 MOE Measure T		\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189
Measure T - Class 1 Trails 6.67%		\$ 85,000	\$ 85,000	\$ 85,850	\$ 86,709	\$ 87,576	\$ 88,451	\$ 89,336	\$ 90,229	\$ 91,132	\$ 92,043	\$ 92,963
Streets CIP - Integrated Utility Master Plan		\$ 100,000										
Streets CIP - Dredging Sulphur Creek		\$ 100,000										
Civic CIP - General Capital Improvements		\$ 100,000	\$ 380,000	\$ 391,400	\$ 500,000	\$ 515,000	\$ 530,450	\$ 546,364	\$ 562,754	\$ 579,637	\$ 597,026	\$ 614,937
Civic CIP - Fuel Station at Corp Yard			\$ 50,000									
Fire Department - Capital Equipment	\$ 47,631											
Retiree Medical Funding		\$ 152,420	\$ 152,000									
TOTALS - TRANSFER TO OTHER FUNDS	\$ 1,534,531	\$ 2,107,109	\$ 1,249,189	\$ 1,169,439	\$ 1,278,898	\$ 1,249,765	\$ 1,266,090	\$ 1,202,888	\$ 1,220,173	\$ 1,237,958	\$ 1,196,258	\$ 1,187,089

Flood Control Capital Reserve

This fund is used for the expansion, major repair or replacement of the flood control facilities and is a requirement of the State Revolving Fund (SRF) Loan obtained from the State Water Resources Control Board for the purposes of financing the acquisition of land parcels and construction costs related to a floodwall barrier project with the City. The LRFF continues to transfer \$50,000 each year into this fund.

Streets Capital – R18-79 Pavement Restoration

The FY 2017-18 adopted budget City Council authorized the transfer of \$250,000 towards street CIP projects for payment rehabilitation.

Streets Capital – R18-80 ADA Curb Ramps & Civic Capital – C18-83 ADA Transition Plan

On June 27, 2017, City Council adopted Resolution 2017-88 adopting the Americans with Disabilities Act (ADA) Self-Assessment and Transition Plan. The fiscal impact of this plan are annual commitments to both facility and curb ramp upgrades. The annual commitments are shown in Table 11. City staff anticipates that many of the curb ramp improvements can be funded through grants and gas tax revenue during road improvement projects; however, the City will need to be prepared to fund these projects from the General Fund if other funding sources are not available.

TABLE 11 – ADA Transition Plan Commitment

Years	Annual Commitment	
	Facilities	Curb Ramps
1-5	\$103,000	\$110,000
6-7	\$103,000	\$65,000
8-10	\$23,000	\$65,000
11-15	\$8,000	\$20,000

Equipment Replacement Fund

The equipment replacement fund is designed to set aside funds for future replacement costs of equipment. Examples include, but are not limited to, vehicles, computers, copiers, etc. Beginning in FY 2017-18, \$50,000 was transferred to this fund to begin building a fund balance for the replacement of equipment. The LRFF continues transferring \$50,000 per year into this fund.

Flood Control Closeout Expense to 235

During FY 2017-18 several items remained as “close-out” items for the flood control project. A one-time transfer from the General Fund to Fund 235 of \$211,900 was approved by City Council.

Water Capital – Removal of Upper York Creek Dam

As part of the FY 2017-18 budget process, City Council adopted Resolution No. 2017-83 approving the FY 2017-18 budget. This resolution and budget included a one-time, two-year commitment of General Fund resources transferred to the Water CIP account to partially fund the removal of Upper York Creek Dam.

Streets Capital – R18-79 MOE Measure T

At the General Election held on November 6, 2012, the voters of Napa County approved a half-cent sales tax increase known as Measure T, the Napa Countywide Road Maintenance Act of 2012. Measure T County-wide sales tax will be implemented July 1, 2018 with first payments to Cities and Counties in 2019.

Measure T funding is to be used for maintenance, reconstruction, and/or rehabilitation of streets, roads, and transportation infrastructure within the public right-of-way including but not limited to: sidewalks, curb and gutters, curb ramps, lighting, traffic signage, striping, and local roadway drainage. This Measure is intended to complement, not supplant or replace, the City's current level of effort regarding transportation infrastructure maintenance. Because of this requirement, each jurisdiction is required to maintain a Maintenance of Effort (MOE). The MOE is based off of its FY 2007-08, FY 2008-09, and FY 2009-10 three-year average of General Fund expenditures for road maintenance. The City of St. Helena's MOE is \$379,189 each year for the duration of Measure T.

Class 1 Trails

A requirement of Measure T is an additional 6.67% match be set aside into a Special Revenue Fund for Class 1 Trails (from a source other than Measure T). Utilizing the most recent estimates from the County of Napa, this will require approximately \$85,000 annually from the General Fund.

Streets CIP – Integrated Utility Master Plan

The FY 2018-19 adopted budget included an integrated utility master plan which includes water, wastewater, and stormdrains. City Council authorized \$100,000 for the stormdrain portion which is taken from the General Fund.

Streets CIP – Dredging Sulphur Creek

The FY 2018-19 adopted budget included a plan to dredge Sulphur Creek and included a transfer of \$100,000 from the General Fund to the Streets CIP fund for this project. While project costs are not known, an additional transfer of \$50,000 from the General Fund to the Streets CIP fund may be necessary in FY 2019-20.

Civic CIP – General Capital Improvements

Modest capital improvements have been included in the models to address identified deficiencies with City-owned buildings. The amounts are as follows: FY 2019-20 - \$380,000, FY 2020-21 increase by 3% CPI, FY 2021-22 - \$500,000, FY 2022-23 and beyond increase by 3% CPI each year.

Civic CIP – Fuel Station at Corporation Yard

In an effort to ensure emergency preparedness staff has included in the FY 2019-20 draft budget the addition of \$50,000 for a fuel station at the corporation yard.

Retiree Medical Funding

In an effort to paydown City obligations, the FY 2018-19 adopted budget included a transfer to the City's Retiree Medical fund. This fund is used to pay retiree medical benefits as defined in the various MOUs. The transfer completed in FY 2018-19 was used to cover the current fund deficit for benefits already received and the draft FY 2019-20 budget includes a proposed transfer of \$152,000 to cover the medical expenses for current retirees who have yet to utilize the benefit.

An additional measure taken to contain the retiree medical cost was taken in FY 2018-19 with the adoption of Resolution 2018-57, approving the fourth amendment to the Unrepresented Compensation Program. This amendment discontinued sick leave payout upon separation as well as eliminated the ability for retirees to convert 100% of sick leave for retiree benefits for the unrepresented group which includes Mid-Managers and Executive Staff. This change applies to unrepresented employees hired on or after May 8, 2018.

EMERGENCY RESERVES

Assigned General Fund Reserves

On November 27, 2018, City Council adopted Financial Policies – P-FI-0006. This policy included fund balance levels for the General Fund. City Council’s directed target is to maintain an unassigned fund balance of 30% of annual operating expenditures for the year, an increase of 5% over FY 2017-18. It is estimated FY 2018-19 will end with a 44% reserve level, which is approximately \$6.74 million. Best practices for reserve levels are dependent upon a variety of factors and should take into account each government’s own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. The Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their General Fund of no less than two months of regular General Fund expenses.

Dependent on the scenario, the Assigned General Fund Reserves in the LRFF range from 39% reserves to 87% reserves. These percentages are shown in Tables 1-4 and Appendices A-D.

UNFUNDED INFRASTRUCTURE NEEDS

Asset Recapitalization

In addition to general operating expenses, the City has capital assets it is responsible for maintaining and replacing when their useful life has expired. Best practices recommend what is often referred to as “Asset Recapitalization.” Asset Recapitalization is the practice of setting aside funds each year, typically based on the value of the asset and lifespan of the asset. Having the funds set aside allows for repair or replacement of items which wear out over time without adversely affecting the General Fund operations budget. Some examples include: HVAC systems, phone systems, computer systems, floor coverings, paving, etc.

Like many cities in California during the Great Recession, St. Helena had significantly reduced its General Fund spending on preventative and ongoing maintenance of its capital assets and has yet to reestablish this practice and has not set aside adequate funding for the long-term rehabilitation of the buildings, streets, parks, and information technology. This section discusses these major areas of asset recapitalization.

The City’s water and wastewater enterprise funds are not included in this analysis.

Buildings - The City owns and maintains approximately 64,000 square feet of government buildings including City Hall, fire station, library, police station, and buildings on Railroad Avenue. Since 2012, existing staff and some privatization of services have been used to keep the buildings operating. As stated above, very little preventative maintenance has been performed. Additionally, the City has not established a building replacement fund to cover major repairs or to replace buildings. When repairs are needed, funds are taken from the operations budget.

In late 2017, the City of St. Helena contracted with EMG to complete a Facility Condition Needs Assessment (FCNA) to provide a systematic review of the major physical components of each of the General Fund properties. EMG reviewed 11 buildings and the initial estimates repairs over a 10-year period are estimated to be \$9.1 million.

The LRFF baseline models does not include the estimates from EMG and, instead, assumes the following capital contributions: FY 2018-19 - \$100,000, FY 2019-20 - \$380,000, FY 2020-21 - \$391,400, FY 2021-22 - \$500,000, and FY 2022-23 and beyond an increase by 3% CPI each year.

Parks - The City owns 10 parks and four pathways totaling approximately 40 acres. The Parks Division of the Public Works Department maintains the 10 parks, four pathways, street trees, benches, and parking lots. In addition, this division maintains the landscaping around six government buildings. The City has not established an asset replacement fund to cover major repairs to parks and park facilities or to replace equipment; however, the Park Impact Fee Fund has funding available for repairs.

Information Technology - The City contracts with a private IT consultant company to provide all its network, PC, and service needs. It has become industry standard to replace PCs every 3-5 years and to make enhancements to servers, storage, and other IT equipment annually. Replacement of PC's, servers, and phone systems have been included in the operations budget during the past few years. The FY 2017-18 adopted budget and the FY 2019-20 draft budget included a nominal amount of \$50,000 to be placed in an Equipment Replacement Fund to start building reserves for replacement of items in the future. This fund should continue to be built upon in the same manner as other asset recapitalization funds.

Streets - The City is responsible for approximately 30 centerline miles of roadways. The Pavement Management Plan, presented to Council in February 2017, provided estimates for maintaining and improving the City's streets which currently have an average Pavement Condition Index (PCI) of 58, on a 100-point scale, which is considered "At Risk."

Funding for roadway maintenance has traditionally been funded by the General Fund and State Gas Tax monies and these revenues are not enough to keep up with the maintenance requirements. Two additional funding sources are available beginning in FY 19 for the City to help in much needed roadway maintenance and reconstruction.

1. SB1 - The Road Repair and Accountability Act of 2017. This legislative package invests \$54 billion over the next decade to fix roads, freeways, and bridges in communities across California and puts more dollars toward transit and safety. It is estimated St. Helena will receive \$114,000 annually.
2. Measure T - Napa Countywide Road Maintenance Act. Measure T imposes a transaction and use tax over a twenty-five-year period commencing July 1, 2018 with the first payments to be received in January 2019. Of the county-wide revenues collected, the City of St. Helena will receive 5.9 %. The initial revenue estimates for St. Helena was approximately \$600,000 per year. In a recent report from the County, the FY 18-19 revenue estimates have been increased to \$19.3 million, which would equate to approximately \$1.2 million in annual revenues.

Both SB1 and Measure T require a Maintenance of Effort (MOE) from the General Fund – the required amount is \$379,189 per year.

CURRENT ECONOMIC OUTLOOK

National

Nationally, trends in 2018 continued to see economic growth. In 2018, real Gross Domestic Product (GDP) grew by 3% as compared with 2016's 1.6% and 2017's 2%. The Congressional Budget Office projects GDP will grow by 2.4% in 2019 then begin slowing in the following years. The average monthly job growth is forecast to slow from over 200,000 in 2018 to about 160,000 in 2019. The National unemployment rate dipped to 3.8% in February 2019 from 4% the previous month, according to the Bureau of Labor Statistics. The February 2019 inflation rate is 1.9% as compared to 2.2% in February 2018. The inflation rate for February 2019 is the lowest rate since November 2016.

The UCLA Anderson Forecast's final quarterly report for 2018 indicates that the economy is in the process of downshifting from 3% growth in real GDP in 2018 to 2% in 2019, and 1% in 2020. This report recognizes that the nation, and California, are experiencing full employment, the report asserts that 3% quarterly growth is not sustainable. UCLA Anderson Senior Economists David Shulman says, "the national outlook will see growth gradually taper off in all the major sectors of the economy". This essay does identify some signs that signal healthy economic growth. One area of growth is defense spending, which increased 3.4% in 2018 and is forecast to rise by 4.9% in 2019. Another promising area is intellectual property which is forecast to increase at an annual rate of 9%. This category includes computer software, research and development, and filmed entertainment. While growth in this sector is expected to eventually taper off, it is projected to consistently grow faster than the economy as a whole.

In an economic update held on March 2, 2018, economist Dr. Robert Eyer, stated that the national economy received a boost from the previous quarter and is anticipated to lower slightly in 2021, but not negative. It is forecast that by 2021 GDP will move from 2.8% to 1.7%.

A Bloomberg report published on April 4, 2019, states, "Concerns that a recession is coming are rising, with a quarter of all economists saying that a slump is possible in the next 12 months." Taking this, as well as other factors into account, the City's LRFF scenarios include a slow down in revenues for FY 2019-20 and a recession in FY 2020-21 with recovery in FY 2021-22.

Overall, predictions of a recession are mixed as stated in The Wall Street Journal (WSJ) report dated January 10, 2019. Economists surveyed by The WSJ see a growing risk of recession in the United States. On average, economists surveyed said there was a 25% chance of a recession in 2019 while more forecasters (56%) are even more concerned about the outlook of 2020, while another 26% expect a recession in 2021.

California

In California, trends are seeing economic growth; however, the growth rate is slowing and leading to some uncertainty. The State of California's FY 2019-20 Budget Summary states that

while the state currently has a strong foundation, there is growing uncertainty related to the global political and economic climate, federal policies, rising costs, and the length of the current economic expansion. 2019 began with the nation experiencing ten straight years of economic expansion – matching the longest economic expansion in modern history.

It is anticipated California's job market will continue to grow in 2019, but at a pace more sluggish than recent years. The California unemployment rate edged up to 4.2% in December 2018 after three months at a record low of 4.1%. According to the UCLA Anderson Forecast, it is anticipated non-farm payroll jobs will expand by 1.8% during 2019, which is slower than the 2% growth statewide in 2018. During 2020, non-farm payrolls are expected to expand by only 0.6% in California.

Real personal income in California was 1.1% in 2018 and is expected to expand to 3.2% in 2019, and begin to slump in 2020 and expand by just 1.8 % according to the Anderson Forecast.

The risk of a recession remains. More than ten years after the end of the last recession, both the U.S. and California are at unemployment levels only seen near the end of an expansion. While recovery was much slower than in previous expansions, there appears to be a limited amount of time that growth can be sustained. To keep growth on its current path, businesses would have to slow their hiring and wage increases in tandem with slowing consumer demand. Otherwise, inflation will rise further, and imbalances that trigger a recession would result.

North Bay Region

In his 2019 Economic Outlook, Dr. Eyler, Director of Sonoma State's Center for Regional Economic Analysis, states that generally, the six-county North Bay region looks healthy economically for the next 12 to 24 months, tracking with national and statewide trends; however, much like the National and State outlook, indicators point to the beginning of a slow-down. One area to watch is the population in both Napa and Sonoma Counties. Recent California Department of Finance population estimates have suggested the number of residents in Napa and Sonoma counties has been declining since mid-2014, turning to negative growth in 2017-18 following the wildfires. As a contrast, the estimated populations of San Francisco and California as a whole has increased.

It is still anticipated the next general recession may be a mild recession and historical trends show National and California recessions begin before they start in the North Bay; however, this is an area staff will watch considering the recent negative growth.

St. Helena

The latest reports from Avenu Insights & Analytics (formally MuniServices) for sales through September 2018 shows St. Helena sales tax receipts increased by 2% over the same quarter from the previous year. The largest gain was in the General Retail category with a 19.8% increase and Construction with a 18.9% increase. Transportation and Business to Business saw modest growth rates at 0.5% and 3.6% respectively, and the Food Products category experienced a loss of 6% from the previous year. Food Products includes restaurants, markets,

liquor stores, and wineries and tasting rooms. While there are modest gains as well as a loss, it is important to note that in early 2018 the State of California implemented a new \$290 million tax-filing system. Unfortunately, the implementation did not go as smoothly as planned and as a result there have been difficulties in companies filing their taxes. The City continues to receive clean-up items from the California Department of Tax and Fee Administration. The difficulties in the system have led to a number of inaccurate filings which may be the cause of the loss. Avenu Insights & Analytics continues to update the City as clean-up items are received.

Charts 7 and 8 presents historical sales tax trends for the City of St. Helena. Below is a breakdown of what is included in each category:

General Retail

Clothing
Furniture
Appliances
Drug Store
Florist
Misc. Retail

Miscellaneous

Health
Government

Food Products

Restaurants
Food Markets
Liquor Stores
Wineries
Tasting Rooms

Transportation

Auto Parts
Auto Sales
Service Stations

Construction

Bldg. Materials

Business to Business

Office Equipment
Business Services
Chemical Products
Heavy/Light Industry
Leasing

CHART 7 – Historical Sales Tax Amounts

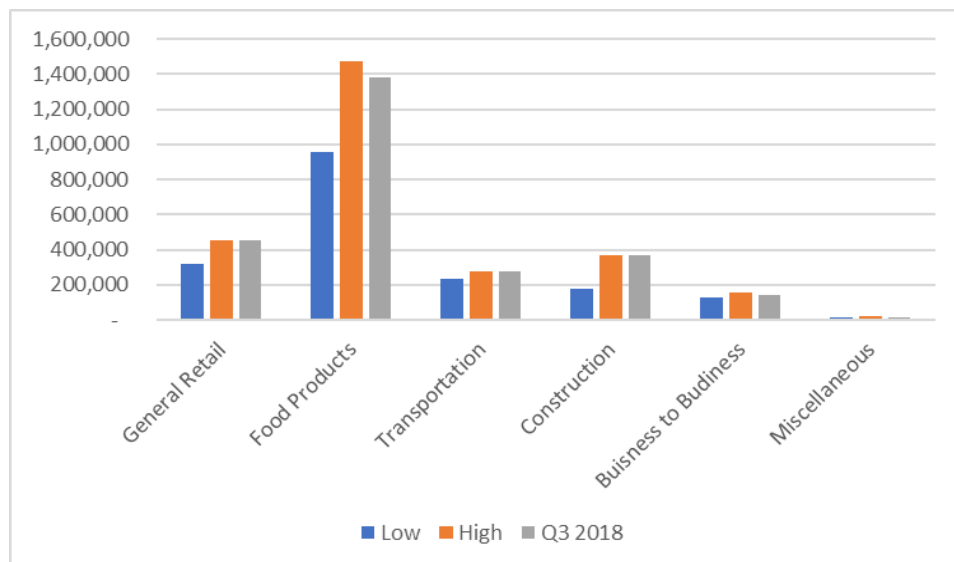
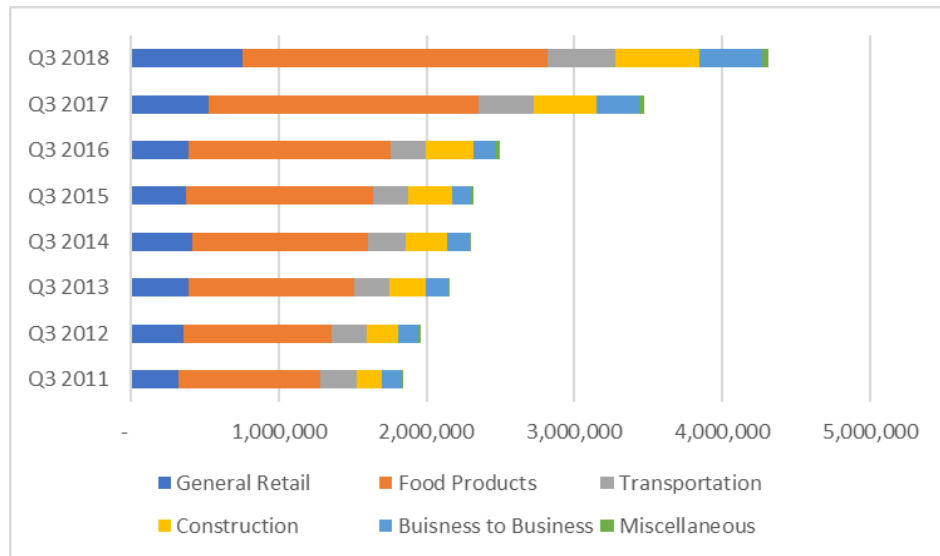


Chart 7 does not include Measure D revenues, because it would skew the high due to it only having one year of data. Chart 8 does include Measure D revenues.

Chart 8 - Annual Sales Tax by Business Category



APPENDIX A
APPENDIX C

APPENDIX B
APPENDIX D

SCENARIO 3 - GENERAL FUND FINANCIAL FORECAST SUMMARY - MILD RECESSION & HOTEL IN YEAR 4													
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED													
	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29		
BASLINE	Estimated	DRYHT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast		
1 BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	6.32 m	6.59 m	7.81 m	9.28 m	10.85 m	12.78 m	13.98 m	14.67 m		
2													
3 REVENUES	15.66 m	15.01 m	14.80 m	15.29 m	15.40 m	16.92 m	17.68 m	18.70 m	18.80 m	19.86 m	19.92 m		
4 EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.34 m	15.80 m	16.35 m	16.92 m	17.45 m	18.04 m		
5													
SCENARIO 4 - GENERAL FUND FINANCIAL FORECAST SUMMARY - DEEPER RECESSION & NEW HOTEL YR 4													
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED													
	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29		
BASLINE	Estimated	DRYHT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast		
1 BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	6.32 m	6.59 m	7.81 m	9.28 m	10.85 m	12.78 m	13.98 m	14.67 m		
2													
3 REVENUES	15.66 m	15.01 m	14.44 m	14.92 m	15.02 m	15.94 m	16.48 m	17.03 m	17.68 m	18.20 m	18.91 m		
4 EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.34 m	15.80 m	16.35 m	16.92 m	17.45 m	18.04 m		
5													
6 ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.77 m	-0.11 m	0.84 m	1.21 m	1.32 m	1.34 m	1.36 m	1.44 m	1.49 m		
7													
8 ENDING FUND BALANCE	6.74 m	6.74 m	5.97 m	5.86 m	6.71 m	7.92 m	9.24 m	10.57 m	11.93 m	13.37 m	14.86 m		
9 UNASSIGNED NET POSITION	44%	45%	39%	39%	44%	44%	43%	43%	52%	57%	62%		

APPENDIX E

APPENDIX F

REVENUES - BASELINE (Slowdown FY 20)												
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Property Taxes*	\$ 4,718,495	\$ 5,140,815	\$ 4,962,049	\$ 5,036,480	\$ 5,212,756	\$ 5,395,203	\$ 5,584,035	\$ 5,779,476	\$ 5,981,758	\$ 6,191,119	\$ 6,407,809	\$ 6,632,082
Sales Tax	\$ 4,748,520	\$ 5,026,773	\$ 5,098,455	\$ 4,945,501	\$ 5,093,866	\$ 5,246,682	\$ 5,404,083	\$ 5,566,205	\$ 5,733,191	\$ 5,905,187	\$ 6,082,343	\$ 6,264,813
TOT	\$ 2,863,580	\$ 3,350,823	\$ 3,350,823	\$ 3,250,298	\$ 3,347,807	\$ 3,448,241	\$ 3,551,689	\$ 3,658,239	\$ 3,767,987	\$ 3,881,026	\$ 3,997,457	\$ 4,117,381
Other Taxes	\$ 215,346	\$ 208,755	\$ 208,755	\$ 204,580	\$ 214,809	\$ 225,499	\$ 236,827	\$ 248,668	\$ 261,102	\$ 274,157	\$ 287,864	\$ 302,258
Lic	\$ 963,653	\$ 959,703	\$ 930,043	\$ 911,442	\$ 957,014	\$ 1,004,865	\$ 1,055,108	\$ 1,107,864	\$ 1,163,257	\$ 1,221,420	\$ 1,282,491	\$ 1,346,615
Fine	\$ 187,010	\$ 78,217	\$ 90,588	\$ 88,777	\$ 93,215	\$ 97,876	\$ 102,770	\$ 107,909	\$ 113,304	\$ 118,969	\$ 124,918	\$ 131,164
Inte	\$ 369,478	\$ 444,012	\$ 57,606	\$ 56,454	\$ 59,277	\$ 62,240	\$ 65,352	\$ 68,620	\$ 72,051	\$ 75,654	\$ 79,436	\$ 83,408
nts	\$ 179,410	\$ 158,332	\$ 96,425	\$ 94,497	\$ 99,221	\$ 104,182	\$ 109,392	\$ 114,861	\$ 120,604	\$ 126,634	\$ 132,966	\$ 139,614
Ch	\$ 74,395	\$ 156,910	\$ 95,828	\$ 93,911	\$ 96,729	\$ 99,631	\$ 102,620	\$ 105,698	\$ 108,869	\$ 112,135	\$ 115,499	\$ 118,964
Mis	\$ 174,805	\$ 109,468	\$ 87,518	\$ 85,768	\$ 86,625	\$ 87,492	\$ 88,366	\$ 89,250	\$ 90,143	\$ 91,044	\$ 91,955	\$ 92,874
Dev	\$ 20,325	\$ 28,000	\$ 28,000	\$ 27,440	\$ 28,812	\$ 30,253	\$ 31,765	\$ 33,353	\$ 35,021	\$ 36,772	\$ 38,611	\$ 40,541
REV	\$ 14,515,018	\$ 15,661,808	\$ 15,006,090	\$ 14,439,064	\$ 14,922,484	\$ 15,422,613	\$ 15,940,052	\$ 16,475,421	\$ 17,029,366	\$ 17,603,556	\$ 18,195,686	\$ 18,809,475
PER RECESSION												
0. Recession (FY 21)	\$ 4,718,495	\$ 5,140,815	\$ 4,962,049	\$ 4,965,770	\$ 5,139,572	\$ 5,319,455	\$ 5,509,436	\$ 5,699,416	\$ 5,889,396	\$ 6,079,376	\$ 6,269,356	\$ 6,459,336
over year	\$ 4,748,520	\$ 5,026,773	\$ 5,098,455	\$ 4,792,547	\$ 4,936,324	\$ 5,084,414	\$ 5,236,946	\$ 5,394,054	\$ 5,555,876	\$ 5,722,552	\$ 5,889,229	\$ 6,071,056
Sale	\$ 2,863,580	\$ 3,350,823	\$ 3,350,823	\$ 3,149,774	\$ 3,244,267	\$ 3,341,595	\$ 3,441,843	\$ 3,545,098	\$ 3,651,451	\$ 3,760,994	\$ 3,873,824	\$ 3,990,039
TOT	\$ 215,346	\$ 208,755	\$ 208,755	\$ 200,405	\$ 210,425	\$ 220,946	\$ 231,994	\$ 243,593	\$ 255,773	\$ 268,562	\$ 281,990	\$ 296,089
Lic	\$ 963,653	\$ 959,703	\$ 930,043	\$ 892,841	\$ 937,483	\$ 984,357	\$ 1,033,575	\$ 1,085,254	\$ 1,139,517	\$ 1,196,493	\$ 1,256,317	\$ 1,319,133
Fine	\$ 187,010	\$ 78,217	\$ 90,588	\$ 86,965	\$ 91,313	\$ 95,879	\$ 100,673	\$ 105,706	\$ 110,992	\$ 116,541	\$ 122,368	\$ 128,487
Inte	\$ 369,478	\$ 444,012	\$ 57,606	\$ 55,302	\$ 58,067	\$ 60,970	\$ 64,019	\$ 67,220	\$ 70,581	\$ 74,110	\$ 77,815	\$ 81,706
nts	\$ 179,410	\$ 158,332	\$ 96,425	\$ 92,568	\$ 97,196	\$ 102,056	\$ 107,159	\$ 112,517	\$ 118,143	\$ 124,050	\$ 130,252	\$ 136,765
Ch	\$ 74,395	\$ 156,910	\$ 95,828	\$ 91,995	\$ 94,755	\$ 97,597	\$ 100,525	\$ 103,541	\$ 106,647	\$ 109,847	\$ 113,142	\$ 116,536
Mis	\$ 174,805	\$ 109,468	\$ 87,518	\$ 84,017	\$ 84,857	\$ 85,706	\$ 86,563	\$ 87,429	\$ 88,303	\$ 89,186	\$ 90,078	\$ 90,979
Dev	\$ 20,325	\$ 28,000	\$ 28,000	\$ 26,880	\$ 28,224	\$ 29,635	\$ 31,117	\$ 32,673	\$ 34,306	\$ 36,022	\$ 37,823	\$ 39,714
DEF	\$ 14,515,018	\$ 15,661,808	\$ 15,006,090	\$ 14,439,064	\$ 14,922,484	\$ 15,422,613	\$ 15,940,052	\$ 16,475,421	\$ 17,029,366	\$ 17,603,556	\$ 18,195,686	\$ 18,809,475
% c	18.07%	7.32%	-4.37%	-3.93%	3.24%	3.24%	3.25%	3.25%	3.25%	3.26%	3.26%	3.26%

* FY 2019-20 Property Tax increase is based off of the FY 2018-19 Adjusted Budget of \$4,798,429. FY 2018-19 Estimated includes a non-recurring ERAF revenue received in the amount of \$342,386.

APPENDIX G

APPENDIX H

	2018		2019		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029	
	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	
REVENUES - MILD RECESSION																								
AND HOTEL FY 23																								
Property Taxes*	\$ 4,718,495	\$ 5,140,815	\$ 5,036,480	\$ 4,962,049	\$ 5,036,480	\$ 5,212,756	\$ 5,395,203	\$ 5,584,035	\$ 5,779,476	\$ 5,981,758	\$ 6,191,119	\$ 6,407,809	\$ 6,632,082											
Sales Tax	\$ 4,748,520	\$ 5,026,773	\$ 5,098,455	\$ 4,945,501	\$ 5,093,866	\$ 5,246,682	\$ 5,404,083	\$ 5,566,205	\$ 5,733,191	\$ 5,905,187	\$ 6,082,343	\$ 6,264,813												
TOTAL	\$ 2,863,580	\$ 3,350,823	\$ 3,350,823	\$ 3,250,298	\$ 3,347,807	\$ 4,048,241	\$ 4,169,689	\$ 4,294,779	\$ 4,423,623	\$ 4,556,331	\$ 4,693,021	\$ 4,833,812												
Permits	\$ 215,346	\$ 208,755	\$ 208,755	\$ 204,580	\$ 214,809	\$ 225,549	\$ 236,827	\$ 248,668	\$ 261,102	\$ 274,157	\$ 287,864	\$ 302,258												
its	\$ 963,653	\$ 959,703	\$ 930,043	\$ 911,442	\$ 957,014	\$ 1,004,865	\$ 1,055,108	\$ 1,107,864	\$ 1,163,257	\$ 1,221,420	\$ 1,282,491	\$ 1,346,615												
tal	\$ 187,010	\$ 78,217	\$ 90,588	\$ 88,777	\$ 93,215	\$ 97,876	\$ 102,770	\$ 107,909	\$ 113,304	\$ 118,969	\$ 124,918	\$ 131,164												
ents	\$ 369,478	\$ 444,012	\$ 57,606	\$ 56,454	\$ 59,277	\$ 62,240	\$ 65,352	\$ 68,620	\$ 72,051	\$ 75,654	\$ 79,436	\$ 83,408												
ervice	\$ 179,410	\$ 158,332	\$ 96,425	\$ 94,497	\$ 99,221	\$ 104,182	\$ 109,392	\$ 114,861	\$ 120,604	\$ 126,634	\$ 132,966	\$ 139,614												
s	\$ 74,395	\$ 156,910	\$ 95,828	\$ 93,911	\$ 96,729	\$ 99,631	\$ 102,620	\$ 105,698	\$ 108,869	\$ 112,135	\$ 115,499	\$ 118,964												
Fees	\$ 174,805	\$ 109,468	\$ 87,518	\$ 85,768	\$ 86,625	\$ 87,492	\$ 88,366	\$ 89,250	\$ 90,143	\$ 91,044	\$ 91,955	\$ 92,874												
	\$ 20,325	\$ 28,000	\$ 28,000	\$ 27,440	\$ 28,812	\$ 30,253	\$ 31,765	\$ 33,353	\$ 35,021	\$ 36,772	\$ 38,611	\$ 40,541												
DEEPER RECESSION																								
N FY 23	\$ 14,605,018	\$ 15,661,808	\$ 15,006,090	\$ 14,439,064	\$ 14,922,484	\$ 16,022,613	\$ 16,558,052	\$ 17,111,961	\$ 17,685,002	\$ 18,277,861	\$ 18,891,250	\$ 19,525,906												
over year	\$ 4,718,095%	\$ 5,140,815%	\$ 5,036,480%	\$ 4,962,049%	\$ 4,965,770%	\$ 5,139,572%	\$ 5,310,748%	\$ 5,505,238%	\$ 5,698,208%	\$ 5,899,270%	\$ 6,108,200%	\$ 6,325,252%	\$ 6,549,304%	\$ 6,771,356%	\$ 6,991,408%	\$ 7,209,460%	\$ 7,425,512%	\$ 7,639,564%	\$ 7,851,616%	\$ 8,061,668%	\$ 8,269,720%	\$ 8,475,772%	\$ 8,681,824%	

* FY 2019-20 Property Tax increase is based off of the FY 2018-19 Adjusted Budget of \$4,798,429. FY 2018-19 Estimated includes a non-recurring ERAF revenue received in the amount of \$342,386.

APPENDIX I

APPENDIX K

APPENDIX J

EXPENSES: Baseline (Slowdown FY 20)													
Object Code	Description	Actual 2018	Adjusted 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029
20	Salaries and Benefits*, **	\$ 5,750,943	\$ 6,642,697	\$ 7,107,686	\$ 7,356,455	\$ 7,356,455	\$ 7,356,455	\$ 7,613,931	\$ 7,880,418	\$ 8,156,233	\$ 8,441,701	\$ 8,737,161	\$ 9,042,961
	Health Insurance	\$ 861,867	\$ 1,072,684	\$ 1,126,318	\$ 1,182,634	\$ 1,241,766	\$ 1,303,854	\$ 1,369,047	\$ 1,437,499	\$ 1,509,374	\$ 1,584,843	\$ 1,664,085	\$ 1,747,289
	PERs Unfunded Liabilities***	\$ 617,472	\$ 517,135	\$ 832,142	\$ 911,632	\$ 775,665	\$ 838,595	\$ 863,753	\$ 889,664	\$ 916,355	\$ 943,845	\$ 972,161	\$ 1,001,326
21	Services	\$ 2,280,271	\$ 3,066,430	\$ 2,733,414	\$ 2,639,083	\$ 2,439,083	\$ 2,439,083	\$ 2,524,451	\$ 2,612,807	\$ 2,704,255	\$ 2,798,904	\$ 2,896,866	\$ 2,998,256
22	Supplies	\$ 280,127	\$ 450,972	\$ 488,515	\$ 505,613	\$ 505,613	\$ 505,613	\$ 523,309	\$ 541,625	\$ 560,582	\$ 580,203	\$ 600,510	\$ 621,528
23	Maintenance	\$ 274,041	\$ 363,782	\$ 416,419	\$ 437,240	\$ 459,102	\$ 482,057	\$ 506,160	\$ 531,468	\$ 558,041	\$ 585,943	\$ 615,241	\$ 646,003
24	Taxes, Insurance, & Contributions	\$ 654,916	\$ 757,892	\$ 761,846	\$ 784,701	\$ 808,242	\$ 832,490	\$ 857,464	\$ 883,188	\$ 909,684	\$ 936,974	\$ 965,084	\$ 994,036
25	Debt Service (Interest & Principal)	\$ 236,275	\$ 142,384	\$ 142,384	\$ 71,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Capital	\$ 19,841	\$ 146,710	\$ 148,177	\$ 155,586	\$ 163,365	\$ 171,534	\$ 180,110	\$ 189,116	\$ 198,571	\$ 208,500	\$ 218,925	\$ 229,871
29	Transfer to Other Funds	\$ 1,534,531	\$ 2,107,109	\$ 1,249,189	\$ 1,169,439	\$ 1,278,898	\$ 1,249,765	\$ 1,266,090	\$ 1,202,888	\$ 1,220,173	\$ 1,237,958	\$ 1,196,258	\$ 1,187,089
\$	EXPENSES: Baseline with Deeper Recession	\$ Actual: 284,44%	\$ Adjusted: 295,20%	\$ Estimated: 290,21%	\$ Estimated: 291,21%	\$ Estimated: 292,22%	\$ Estimated: 293,23%	\$ Estimated: 294,24%	\$ Estimated: 295,25%	\$ Estimated: 296,26%	\$ Estimated: 297,27%	\$ Estimated: 298,28%	\$ Estimated: 299,29%
Object Code	Description												
20	Salaries and Benefits*, **	\$ 5,750,943	\$ 6,642,697	\$ 7,107,686	\$ 7,356,455	\$ 7,356,455	\$ 7,356,455	\$ 7,613,931	\$ 7,880,418	\$ 8,156,233	\$ 8,441,701	\$ 8,737,161	\$ 9,042,961
	Health Insurance	\$ 861,867	\$ 1,072,684	\$ 1,126,318	\$ 1,182,634	\$ 1,241,766	\$ 1,303,854	\$ 1,369,047	\$ 1,437,499	\$ 1,509,374	\$ 1,584,843	\$ 1,664,085	\$ 1,747,289
	PERs Unfunded Liabilities***	\$ 617,472	\$ 517,135	\$ 832,142	\$ 911,632	\$ 775,665	\$ 838,595	\$ 863,753	\$ 889,664	\$ 916,355	\$ 943,845	\$ 972,161	\$ 1,001,326
21	Services	\$ 2,280,271	\$ 3,066,430	\$ 2,733,414	\$ 2,639,083	\$ 2,439,083	\$ 2,439,083	\$ 2,524,451	\$ 2,612,807	\$ 2,704,255	\$ 2,798,904	\$ 2,896,866	\$ 2,998,256
22	Supplies	\$ 280,127	\$ 450,972	\$ 488,515	\$ 505,613	\$ 505,613	\$ 505,613	\$ 523,309	\$ 541,625	\$ 560,582	\$ 580,203	\$ 600,510	\$ 621,528
23	Maintenance	\$ 274,041	\$ 363,782	\$ 416,419	\$ 437,240	\$ 459,102	\$ 482,057	\$ 506,160	\$ 531,468	\$ 558,041	\$ 585,943	\$ 615,241	\$ 646,003
24	Taxes, Insurance, & Contributions	\$ 654,916	\$ 757,892	\$ 761,846	\$ 784,701	\$ 808,242	\$ 832,490	\$ 857,464	\$ 883,188	\$ 909,684	\$ 936,974	\$ 965,084	\$ 994,036
25	Debt Service (Interest & Principal)	\$ 236,275	\$ 142,384	\$ 142,384	\$ 71,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Capital	\$ 19,841	\$ 146,710	\$ 148,177	\$ 155,586	\$ 163,365	\$ 171,534	\$ 180,110	\$ 189,116	\$ 198,571	\$ 208,500	\$ 218,925	\$ 229,871
Transfer to Other Funds Summary:													
Object Code	Description	Actual 2018	Adjusted 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029
1	Transfer to Other Funds Summary:	\$ 1,534,531	\$ 2,107,109	\$ 1,249,189	\$ 1,169,439	\$ 1,278,898	\$ 1,249,765	\$ 1,266,090	\$ 1,202,888	\$ 1,220,173	\$ 1,237,958	\$ 1,196,258	\$ 1,187,089
	Flood Control Capital Reserve	\$ 250,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
	Streets CIP - R18-79 Pavement Restoration	\$ 45,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000
	Streets CIP - R18-80 ADA Curb Ramps	\$ 80,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000	\$ 103,000
	Civic CIP - C18-83 ADA Transition Plan	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Equipment Replacement Fund	\$ 211,900	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Flood Control Closeout Expenses to 235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Water CIP - Removal of Upper York Creek Dam	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Streets CIP - R18-79 ADA Measure T	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189	\$ 379,189
	Measure T - Class 1 Trails 6.67%	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,850	\$ 86,709	\$ 87,576	\$ 88,451	\$ 89,336	\$ 90,229	\$ 91,132	\$ 92,043	\$ 92,963
	Streets CIP - Integrated Utility Master Plan	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	Streets CIP - Dredging Sulphur Creek	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	Civic CIP - General Capital Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	Civic CIP - Fuel Station at Corp Yard	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631	\$ 47,631
	Fire Department - Capital Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Retiree Medical Funding	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420	\$ 152,420
TOTALS - TRANSFER TO OTHER FUNDS													
		\$ 1,534,531	\$ 2,107,109	\$ 1,249,189	\$ 1,169,439	\$ 1,278,898	\$ 1,249,765	\$ 1,266,090	\$ 1,202,888	\$ 1,220,173	\$ 1,237,958	\$ 1,196,258	\$ 1,187,089



FY 2020-2029 Long Range Financial Forecast

By:

Mark Prestwich, City Manager

April Mitts, Finance Director

April 23, 2019



Long Range Financial Forecast

- What is a LRFF?
 - Provides a current and long-range financial forecast
 - Identify any significant issues that may need to be addressed
 - It is not a budget
 - Utilizes assumptions
 - Offers several scenarios based on assumptions



LRFF – Revenue Assumptions

1. Baseline – Mild Recession

- Slow-down beginning in FY 2019-20
- Mild recession in FY 2020-21
- Full recovery in FY 2021-22
- Based off of the actual revenue decline from FY 2001-02 to FY 2002-03

2. Deeper Recession

- Slow-down beginning in FY 2019-20
- Deeper recession in FY 2020-21
- Full recovery in FY 2021-22
- Double the revenue losses calculated in the mild recession scenario

3. Hotel in Year 4 – adds \$600,000 to TOT beginning in FY 2022-23



LRFF – Revenue Assumptions

			RECESSION			
MILD RECESSION ASSUMPTIONS	2018	2019	2020	2021	2022	2023-29
TABLE 6	Actual	Estimated	Forecast	Forecast	Forecast	Forecast
Property Taxes	10%	9%	3.5%	1.5%	3.5%	3.5%
Sales Tax	47%	6%	2%	-3%	3%	3%
TOT	23%	17%	0%	-3%	3%	3%
Other Taxes	3%	-3%	0%	-2%	5%	5%
Licenses and Permits	-7%	0%	-2%	-2%	5%	5%
Fines & Forfeits	31%	-58%	16%	-2%	5%	5%
Intergovernmental	102%	20%	-87%	-2%	5%	5%
Interest and Rents	23%	-12%	-64%	-2%	5%	5%
Charges for Service	-38%	111%	-39%	-2%	3%	3%
Miscellaneous	-8%	-37%	-20%	-2%	1%	1%
Development Fees	-2%	38%	0%	-2%	5%	5%



LRFF – Revenue Assumptions

			RECESSION			
DEEPER RECESSION ASSUMPTIONS	2018	2019	2020	2021	2022	2023-29
TABLE 7	Actual	Estimated	Forecast	Forecast	Forecast	Forecast
Property Taxes	10%	9%	3.5%	0.075%	3.5%	3.50%
Sales Tax	47%	6%	2%	-6%	3%	3%
TOT	23%	17%	0%	-6%	3%	3%
Other Taxes	3%	-3%	0%	-4%	5%	5%
Licenses and Permits	-7%	0%	-2%	-4%	5%	5%
Fines & Forfeits	31%	-58%	16%	-4%	5%	5%
Intergovernmental	102%	20%	-87%	-4%	5%	5%
Interest and Rents	23%	-12%	-64%	-4%	5%	5%
Charges for Service	-38%	111%	-39%	-4%	3%	3%
Miscellaneous	-8%	-37%	-20%	-4%	1%	1%
Development Fees	-2%	38%	0%	-4%	5%	5%



LRFF – Expenditure Assumptions

1. Baseline

- Places a hold on salary, supply, and service growth in FY 2021-22 and FY 2022-23

2. Deeper Recession

- Hold on salary, supply, and service growth in FY 2020-21, FY 2021-22, and FY 2022-23



LRFF

1. Staff is beginning to plan for a recession
2. The modeled scenarios show the City's financial health looks good
3. The scenarios include:
 - Funding for the ADA Transition Plan
 - \$50,000/year for Equipment Replacement Fund
 - Measure T Maintenance of Effort
 - General Capital Improvements beginning in FY 2019-20 and increasing each year through the forecast



LRFF

The scenarios do not include:

- Emergency repairs
- Stormdrain repairs
- New City Hall facility
- Repairs/upgrades to the Library
- Repairs/upgrades/replacement of Recreation facilities
- Downtown streetscape
- One time expenses



Scenario 1 – Baseline Mild Recession

SCENARIO 1 - GENERAL FUND FINANCIAL FORECAST SUMMARY - BASELINE												
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED												
		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
	BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	6.32 m	6.59 m	7.21 m	7.84 m	8.55 m	9.26 m	9.98 m	10.75 m
2												
3	REVENUES	15.66 m	15.01 m	14.80 m	15.29 m	15.80 m	16.33 m	16.88 m	17.45 m	18.03 m	18.64 m	19.27 m
4	EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.70 m	16.17 m	16.73 m	17.32 m	17.87 m	18.47 m
5												
6	ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.42 m	0.26 m	0.62 m	0.63 m	0.71 m	0.71 m	0.72 m	0.78 m	0.80 m
7												
8	ENDING FUND BALANCE	6.74 m	6.74 m	6.32 m	6.59 m	7.21 m	7.84 m	8.55 m	9.26 m	9.98 m	10.75 m	11.55 m
9	UNASSIGNED NET POSITION	44%	45%	42%	44%	47%	50%	53%	55%	58%	60%	63%



Scenario 2 – Deeper Recession

SCENARIO 2 - GENERAL FUND FINANCIAL FORECAST SUMMARY - DEEPER RECESSION												
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED												
		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
	BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	5.97 m	5.86 m	6.11 m	6.70 m	7.38 m	8.06 m	8.75 m	9.49 m
2												
3	REVENUES	15.66 m	15.01 m	14.44 m	14.92 m	15.42 m	15.94 m	16.48 m	17.03 m	17.60 m	18.20 m	18.81 m
4	EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.34 m	15.80 m	16.35 m	16.92 m	17.45 m	18.04 m
5												
6	ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.77 m	-0.11 m	0.24 m	0.60 m	0.68 m	0.68 m	0.68 m	0.74 m	0.77 m
7												
8	ENDING FUND BALANCE	6.74 m	6.74 m	5.97 m	5.86 m	6.11 m	6.70 m	7.38 m	8.06 m	8.75 m	9.49 m	10.26 m
9	UNASSIGNED NET POSITION	44%	45%	39%	39%	40%	44%	47%	49%	52%	54%	57%



Scenario 3 – Mild Recession & Hotel in Year 4

SCENARIO 3 - GENERAL FUND FINANCIAL FORECAST SUMMARY - MILD RECESSION & HOTEL IN YEAR 4												
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED												
		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
	BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	6.32 m	6.59 m	7.81 m	9.05 m	10.40 m	11.77 m	13.16 m	14.63 m
2												
3	REVENUES	15.66 m	15.01 m	14.80 m	15.29 m	16.40 m	16.95 m	17.52 m	18.10 m	18.71 m	19.34 m	19.99 m
4	EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.70 m	16.17 m	16.73 m	17.32 m	17.87 m	18.47 m
5												
6	ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.42 m	0.26 m	1.22 m	1.25 m	1.35 m	1.37 m	1.39 m	1.47 m	1.52 m
7												
8	ENDING FUND BALANCE	6.74 m	6.74 m	6.32 m	6.59 m	7.81 m	9.05 m	10.40 m	11.77 m	13.16 m	14.63 m	16.15 m
9	UNASSIGNED NET POSITION	44%	45%	42%	44%	51%	58%	64%	70%	76%	82%	87%

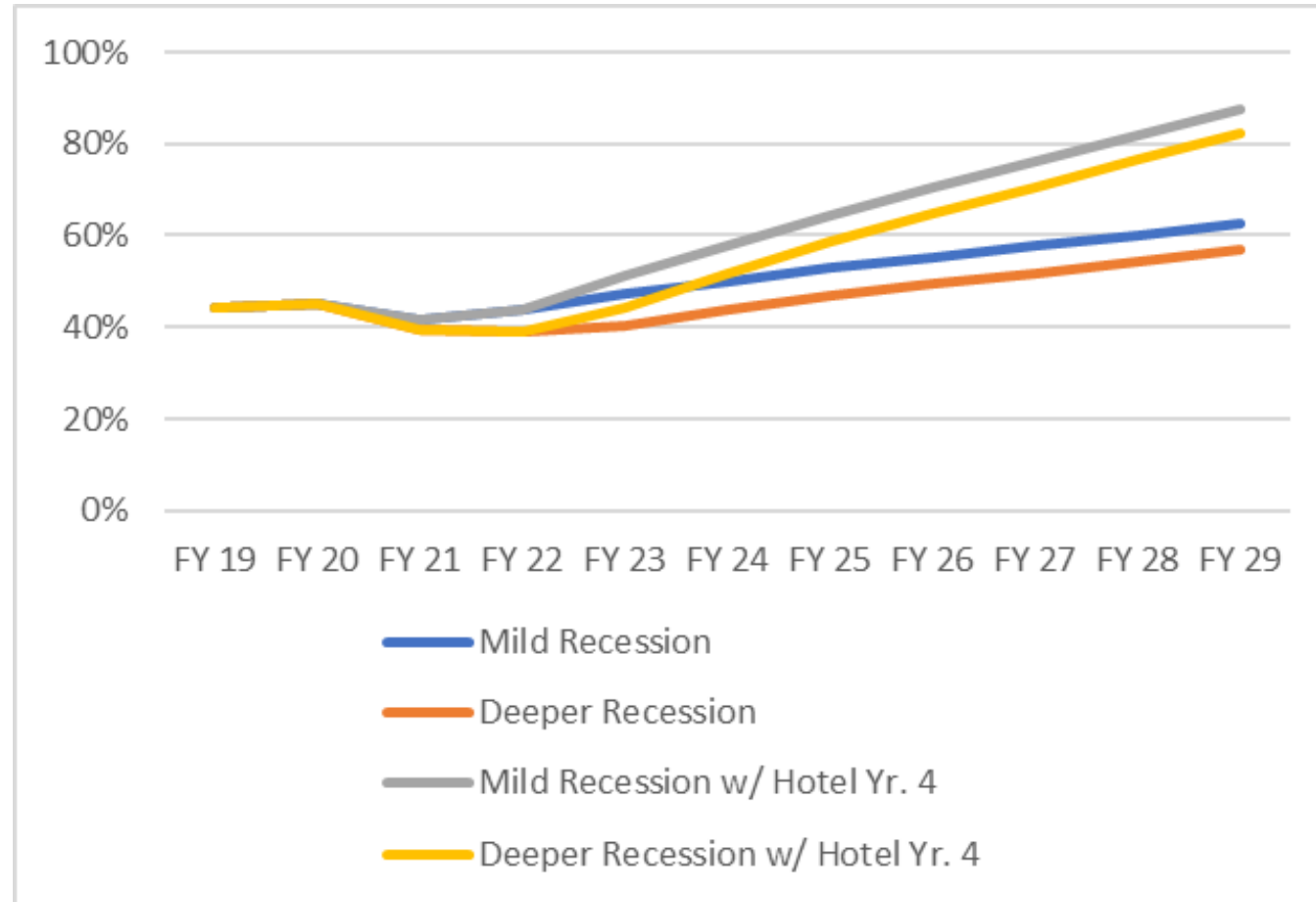


Scenario 4 – Deeper Recession & Hotel in Year 4

SCENARIO 4 - GENERAL FUND FINANCIAL FORECAST SUMMARY - DEEPER RECESSION & NEW HOTEL YR 4												
GENERAL FUND TEN YEAR FORECAST 2018-2028 - UNASSIGNED												
		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
	BASELINE	Estimated	DRAFT	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	BEGINNING FUND BALANCE	6.35 m	6.74 m	6.74 m	5.97 m	5.86 m	6.71 m	7.92 m	9.24 m	10.57 m	11.93 m	13.37 m
2												
3	REVENUES	15.66 m	15.01 m	14.44 m	14.92 m	16.02 m	16.56 m	17.11 m	17.69 m	18.28 m	18.89 m	19.53 m
4	EXPENSES	15.27 m	15.01 m	15.21 m	15.03 m	15.18 m	15.34 m	15.80 m	16.35 m	16.92 m	17.45 m	18.04 m
5												
6	ANNUAL SURPLUS OR (DEFICIT)	0.39 m	0.00 m	-0.77 m	-0.11 m	0.84 m	1.21 m	1.32 m	1.34 m	1.36 m	1.44 m	1.49 m
7												
8	ENDING FUND BALANCE	6.74 m	6.74 m	5.97 m	5.86 m	6.71 m	7.92 m	9.24 m	10.57 m	11.93 m	13.37 m	14.86 m
9	UNASSIGNED NET POSITION	44%	45%	39%	39%	44%	52%	58%	65%	71%	77%	82%



General Fund Reserves





Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: New Business

Subject: Proposed approval to adopt a resolution authorizing a budget increase to the City Attorney budget as follows: (1) General Fund - \$90,000, (2) Water Fund - \$40,000, and Wastewater Fund - \$110,000 to cover FY 2018-19 unanticipated and non-budgeted expenses. The budget increase will be taken from the General Fund unassigned reserves and Water and Wastewater Net Positions.

Additionally, staff recommends City Council receive and file the Q3 FY 2018/19 financial report.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter.

Staff has prepared the following for Council:

1. Third quarter (Q3) staff report for Fiscal Year (FY) 2018/19. This report is a summary of transactions from July 1, 2018 to March 31, 2019.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q3 FY 2017/19
3. FY 2017/19 Q3 List of Warrants over \$100,000

DISCUSSION

Information presented below reflects transactions posted through March 31, 2019.

General Fund

General Fund revenue received to date for Fiscal Year (FY) 2017/18 is \$10,132,049 - 70% of General Fund revenue has been collected. General Fund revenue is divided into the following categories: (1) Property Tax, (2) Sales Tax, (3) Transient Occupancy Tax (TOT), (4) Other Taxes, (5) Charges for Service, (6) Fines and Forfeits, (7) Licenses and Permits, (8) Development Fees, (9) Intergovernmental, (10) Interest and Rents, and (11) Miscellaneous. The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT. Chart 1 displays revenues collected through March 31, 2019 FY 2018/19. The amount collected through FY 2018/19 Q3 is 1% higher than what was collected in FY 2017/18 Q3. Revenue estimates are on track for FY 2018/19.

Chart 1(Collected through March 31, 2019)

DESCRIPTION	ADOPTED	ADJUSTED	ACTUAL Q3	% TO DATE
Property Tax	4,566,939	4,798,429	3,369,755	70%
Sales Tax	4,778,820	4,778,820	2,923,971	61%
Transient Occupancy Tax	3,350,823	3,350,823	2,077,319	62%
Other Taxes	208,755	208,722	56,944	27%
Charges for Services	96,107	96,107	121,983	127%
Fines and Forfeits	65,203	65,203	64,561	99%
Licenses and Permits	949,796	949,796	698,357	74%
Development Fees	13,519	13,519	23,200	172%
Intergovernmental	64,636	64,636	448,365	694%
Interest and Rents	96,040	96,040	265,685	277%
Miscellaneous	73,718	73,718	81,908	111%
TOTALS	14,264,356	14,495,846	10,132,049	70%

The increase in Development Fees, Intergovernmental, Interest and Rents, and Miscellaneous are due to several one-time and non-predictable revenues received in FY 2018-19. Specifically these include: payment from the sale of 1413 Spring Street where a judgement was on the property as required by a settlement agreement - \$181,000; a true up payment from Bridge Housing - \$74,000; Excess ERAF - \$342,386; increased Civil Penalties from STR enforcement - \$51,000, and Emergency Relief received in Q3 as reimbursement for Strike Teams responding to various fires in FY 2018-19 - \$226,460. Due to these one-time and non-predictable revenues it is estimated total General Fund revenues will be \$15.6 million instead of the adjusted amount of \$14.5 million.

General Fund expenditures are \$11,069,705 for FY 2018/19 Q3 which is 76% of the adopted budget. Chart 2 displays General Fund expenditures by department and as well as the percentage available. Public Works spending is higher due to timing of contracts. Overall, departments are on-track with their spending for FY 2018/19.

Chart 2 (Invoices paid through March 31, 2019)

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	1,458,327	1,499,690	1,151,827	347,270	23%
Council	286,769	284,471	132,208	151,712	53%
Administration	1,004,140	1,052,482	754,295	211,295	20%
Finance	401,832	500,691	366,096	113,738	23%
Attorney*	425,000	425,000	286,046	138,954	33%
Planning/Building	1,157,552	1,344,377	867,592	450,190	33%
Library	1,055,590	1,076,883	716,720	310,956	29%
Parks & Recreation	216,295	217,821	147,462	68,609	32%
Fire	1,219,151	1,411,879	1,029,789	358,479	25%
Police	3,204,405	3,211,516	2,373,442	838,074	26%
Public Works	3,835,130	4,136,231	3,244,229	656,440	16%
Grand Total	14,264,191	15,161,042	11,069,705	3,645,717	24%

*The amount expended in the attorney budget includes invoices through January 2019. A budget increase of \$90,000 is being recommended for the Attorney budget. The budget increase is necessary due to multiple factors including: Short Term Rental enforcement, Rent Stabilization Ordinance, contracts and advice, General Plan Update, labor advice, and general municipal service questions.

Water Enterprise Funds

Water Enterprise revenue received is \$4,226,425 or 69% of the estimated total revenues for FY 2018/19. While the amount collected is lower than 75%, revenues are on target.

Water expenses are \$4,152,937 for Q3 FY 2018/19. Overall Water Fund spending is at 71% for the Fiscal Year and is on target with the exception of the City Attorney - see below. Chart 3 provides a summary of Water funds expenses through March 31, 2019.

Chart 3 (Invoices paid through March 31, 2019)

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	1,212,579	1,218,011	984,344	233,427	19%
Council	16,771	16,771	9,287	7,484	45%
Administration	253,933	255,510	181,557	58,193	23%
Finance	313,677	327,651	222,450	87,283	27%
Attorney*	130,000	130,000	80,808	49,192	38%
Public Works	4,166,354	4,351,567	2,674,535	1,531,094	35%
Grand Total	6,093,314	6,299,510	4,152,737	1,766,674	31%

*The amount expended in the attorney budget includes invoices through January 2019. A budget increase of \$40,000 is being recommended for the Attorney budget. The primary reason for the increase in expenses is due to water contracts and verification of water data usage.

Wastewater Enterprise Funds

Wastewater Enterprise revenue received is \$2,033,819 or 75% of the estimated total revenues for FY 2017/18.

Wastewater expenses are \$2,442,855 for Q3 FY 2017/18. Overall Wastewater Fund spending is at 63% for the Fiscal Year. All spending is on target with the exception of the Attorney budget - see below. Chart 4 provides a summary of Wastewater expenses through March 31, 2019.

Chart 4 (Invoices paid through March 31, 2019)

Description	Adopted Budget	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non-Departmental	459,036	462,111	376,439	85,432	18%
Council	16,771	16,771	9,286	7,485	45%
Administration	171,926	174,779	117,401	46,090	26%
Finance	231,598	245,029	165,423	61,295	25%
Attorney*	30,000	100,000	84,865	15,135	15%
Public Works	2,005,849	2,105,499	1,403,550	502,789	24%
Grand Total	2,915,180	3,104,190	2,156,965	717,915	23%

*The amount expended in the attorney budget includes invoices through January 2019. A budget increase of \$110,000 is being recommended for the Attorney budget. The

primary reason for the increase in expenses is due to continued mediation regarding wastewater fund revenues.

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 105 participants. The subsidy for FY Q3 2018/19 is \$11,779.05. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2018/19 budget.

Leak Adjustment Subsidy

Leak subsidy for Q3 2018/19 totals \$2,384.77 for a combined excess of 412 units of water. There were 9 leak adjustments approved for Q3 2018/19; reasons for the leak adjustments are: irrigation system failure, broken pipes, and leaking toilets. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2018/19 budget.

FY 2018/19 Q3 Checks over \$100,000

Per staff recommendations on April 10, 2015, the Chart 5 is a list of Checks over \$100,000 for Q3 FY 2018/19.

Chart 5 - Q3 Checks over \$100,000

Check #	Vendor	Check Date	Check Amount	Notes
104296	City of Napa	1/31/2019	\$104,397.84	Purchase Water
104365	Ghilotti Construction	2/12/2019	\$341,281.97	Oak Avenue Emergency Repairs
104485	Wilmington Trust	2/20/2019	\$110,986.65	Interest Payment for 2012B Bond

FISCAL IMPACT

The fiscal impact is as follows:

Use of General Fund reserves of \$90,000 for additional funds for attorney expenses

Use of Water Net Position of \$40,000 for additional funds for attorney expenses

Use of Wastewater Net Position of \$110,000 for additional funds for attorney expenses

CARES Program

\$11,779.05 - from the General Fund

Leak Adjustments

\$2,384.72 - from the General Fund

Funding for the CARES and Leak Adjustment Programs are included in the adopted FY 2018/19 Budget.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing a budget increase to the attorney budget as follows: (1) General Fund - \$90,000, (2) Water Fund - \$40,000, and Wastewater Fund - \$110,000 to cover FY 2018-19 unanticipated and non-budgeted expenses. The budget increase will be taken from the General Fund unassigned reserves and Water and Wastewater Net Positions.

Additionally, staff recommends City Council receive and file the Q3 FY 2018/19 financial report.

ATTACHMENTS

[Budget Increase Resolution](#)
[FY 19 Q3 PP 4.22.19](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-_____

RESOLUTION APPROVING A BUDGET INCREASE FOR FY 2018/19 IN THE ATTORNEY BUDGET AS FOLLOWS: (1) GENERAL FUND ATTORNEY BUDGET INCREASE FOR \$90,000 FROM GENERAL FUND UNASSIGNED RESERVES, (2) WATER FUND ATTORNEY BUDGET INCREASE OF \$40,000 FROM WATER FUND NET POSITION, AND (3) WASTEWATER FUND ATTORNEY BUDGET INCREASE OF \$110,000 FROM WASTEWATER FUND NET POSITION

RECITALS

- A. The City has traditionally amended its budget during the year as new and updated information becomes available; and
- B. It is necessary to increase the expense projections for the Attorney budget in the General Fund, Water Fund, and Wastewater Fund.

RESOLUTION

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

- 1. Adoption of this resolution is not subject to CEQA; and
- 2. Authorizes a budget increase to the following:

General Fund Expenses

- a. Increase to Attorney Professional Services 101-4400-2130: \$90,000

Water Fund Expenses

- a. Increase to Attorney Professional Services 561-4400-2130: \$40,000

Wastewater Fund Expenses

- a. Increase Attorney Professional Services 571-4400-2130: \$110,000

- 3. Authorize use of General Fund Unassigned Reserves, and Water and Wastewater Net Position for the budget increases.

Approved at a Regular Meeting of the St. Helena City Council on April 23, 2019, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk



FY 2018/19 Q3 Budget Review

By: April Mitts, Finance Director

Finance Department

April 23, 2019 City Council Meeting



Overview of Revenues - General Fund

	FY 2018/19 Adopted	FY 2018/19 Adjusted	Amount Collected Through 3/31/19	% Collected Through 3/31/19
Property Taxes	4,566,939	4,798,429	3,369,755	70%
Sales Tax	4,778,820	4,778,820	2,923,971	61%
TOT	3,350,823	3,350,823	2,077,319	62%
Other Taxes	208,755	208,722	56,944	27%
Charges for Services	96,107	96,107	121,983	127%
Fines and Forfeits	65,203	65,203	64,561	99%
Licenses and Permits	949,796	949,796	698,357	74%
Development Fees	13,519	13,519	23,200	172%
Intergovernmental	64,636	64,636	448,365	694%
Interest and Rents	96,040	96,040	265,685	277%
Miscellaneous	73,718	73,718	81,908	111%
TOTALS	\$ 14,264,356	\$ 14,495 846	\$10,132,049	70%



Overview of Expenses - General Fund

	FY 2018/19 Adopted	FY 2018/19 Adjusted	Actual 3/31/19	% Available	Budget Increase Recommendation
Non-Departmental	1,458,327	1,499,690	1,151,827	23%	
City Council	286,769	284,471	132,208	53%	
Administration	1,004,140	1,052,482	754,295	20%	
Finance	401,832	500,691	366,096	23%	
Attorney	425,000	425,000	286,046	33%	90,000
Planning/Building	1,157,552	1,344,377	867,592	33%	
Library	1,055,590	1,076,883	716,720	29%	
Parks & Recreation	216,295	217,821	147,462	32%	
Fire	1,219,151	1,411,879	1,029,789	25%	
Police	3,204,405	3,211,516	2,373,442	26%	
Public Works	3,835,130	4,136,231	656,440	16%	
TOTALS	\$ 14,264,191	\$ 15,161,042	\$ 11,069,705	24%	\$ 90,000



Overview of General Fund

SUMMARY OF GENERAL FUND REVENUES/EXPENSES

General Fund	2018/19 Adopted Budget	2018/19 Adjusted Budget	FY 2018/19 Estimated	Variance from Adjusted
Revenues	\$14,264,356	\$14,495,846	\$15,661,808	\$1,165,962
Expenses*	\$14,264,191	\$15,161,042	\$15,251,042	(\$90,000)

* Total expenses include rollover Purchase Orders from FY 2017/18



General Fund Net Position

Estimated GF Balance (total) @ 6/30/18	\$6,832,281	Net Position %
---	--------------------	-----------------------

Estimated Revenues	\$15,661,808		
Estimated Expenses*	(\$15,251,042)		
Use of Reserves	\$410,766		
Estimated Net Position @ 6/30/19	\$6,795,073		45%
Estimated Unassigned Net Position	\$6,192,860		41%

* Total expenses include rollover Purchase Orders from FY 2017/18



Overview of Revenues and Expenses - Water Fund

Water Fund Revenues	FY 2018/19 Adopted	Amount Collected Through 3/31/19	% Collected Through 3/31/19	FY 2018/19 Estimated
Water Fund	6,093,314	4,226,425	69%	6,093,314

Water Fund Expenses	FY 2018/19 Adopted	FY 2018/19 Adjusted	Actual 3/31/19	% Available	Budget Increase Recommendation
Non-Departmental	1,212,579	1,218,011	984,344	19%	
City Council	16,771	16,771	9,287	45%	
Administration	253,933	255,510	181,557	23%	
Finance	313,677	327,651	222,450	27%	
Attorney	130,000	130,000	80,808	38%	40,000
Public Works	4,166,354	4,351,567	2,674,535	35%	
TOTAL	\$ 6,093,314	\$ 6,299,510	\$ 4,152,737	31%	\$ 40,000



Overview of Water Fund

SUMMARY OF WATER FUND REVENUES/EXPENSES

Water Fund	2018/19 Adopted Budget	2018/19 Adjusted Budget	Projected 6/30/19	Variance
Revenues	\$6,093,314	\$6,093,314	\$6,093,314	\$0
Expenses*	\$ 6,093,314	\$ 6,299,510	\$ 6,299,510	\$ 6,339,510

* Total expenses include rollover Purchase Orders from FY 2017/18



Water Fund Net Position

Estimated Water Fund Balance @ 6/30/18		\$3,226,523	Net Position %
Estimated Revenues	\$6,093,314		
Estimated Expenses*	(\$6,339,510)		
Revenue Less Expenses	(\$246,196)		
Estimated Net Position @ 6/30/19		\$2,980,327	47%

* Total expenses include rollover Purchase Orders from FY 2017/18



Overview of Revenues and Expenses - Wastewater Fund

Wastewater Fund Revenues	FY 2018/19 Adopted	Amount Collected Through 3/31/19	% Collected Through 3/31/19	FY 2018/19 Estimated
Wastewater Fund	3,155,179	2,033,819	75%	3,155,179

Wastewater Fund Expenses	FY 2018/19 Adopted	FY 2018/19 Adjusted	Actual 3/31/19	% Available	Budget Increase Recommendation
Non-Departmental	459,036	462,111	376,439	18%	
City Council	16,771	16,771	9,286	45%	
Administration	171,926	174,779	117,401	26%	
Finance	231,598	245,029	165,423	25%	
Attorney	30,000	100,000	84,865	15%	110,000
Public Works	2,005,849	2,105,499	502,789	24%	
TOTAL	\$ 2,915,180	\$ 3,104,190	\$ 2,156,965	23%	\$ 110,000



Overview of Wastewater Fund

SUMMARY OF WASTEWATER FUND REVENUES/EXPENSES

Wastewater	2018/19 Adopted Budget	2018/19 Adjusted Budget	Projected 6/30/19	Variance
Revenues	\$3,155,179	\$3,155,179	\$3,155,179	\$0
Expenses*	\$ 2,915,180	\$ 3,104,190	\$ 3,214,190	\$ 110,000

* Total expenses include rollover Purchase Orders from FY 2017/18



Wastewater Fund Net Position

Estimated Water Fund Balance @ 6/30/18		\$843,684	Net Position %
Estimated Revenues	\$3,155,179		
Estimated Expenses*	(\$3,214,190)		
Revenue Less Expenses	(\$59,011)		
Estimated Net Position @ 6/30/19		\$784,673	24%

* Total expenses include rollover Purchase Orders from FY 2017/18



Checks over \$100,000 CARES/Leak Adjustments

Check #	Vendor	Check Date	Check Amount	Notes
104296	City of Napa	1/31/19	104,397.84	Monthly Water Agreement
104365	Ghilotti Construction	2/12/19	341,281.97	Oak Avenue Emergency Repairs
104485	Wilmington Trust	2/20/19	110,986.65	Interest Payment for 2012B Bond

St. Helena Low Income Subsidy Program (CARES) – FY 2018/19 Q3

- 105 Participants
- \$11,779.05

Leak Adjustments – FY 2018/19 Q3

- 9 leak adjustments
- 412 units of water
- \$2,384.77



Report to the City Council
Council Meeting of April 23, 2019

Agenda Section: New Business

Subject: Discussion and Direction Regarding Draft Countywide Climate Change Solutions Proclamation

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

Elected representatives of Napa County, its cities and town have had recent discussions related to improving coordination of regional efforts to identify and pursue climate change solutions. A draft proclamation (attached) has been drafted that identifies five goals:

1. Form a community roundtable, including the County, Cities, Town, and other interested agencies, to set goals and strategies for addressing climate change and explore the creation of a Regional Climate Protection Authority.
2. Estimate baseline and future projected countywide greenhouse gas (GHG) emissions.
3. Agree upon a countywide GHG reduction goal and timeline.
4. Establish common goals and standards that each jurisdiction can adopt independently to reduce emissions.
5. Identify potential threats to the County, Cities, and Town resulting from future climate change and develop shared projects and programs to improve community resiliency.

DISCUSSION

Staff is seeking City Council feedback on the conceptual Proclamation for possible future City Council action.

FISCAL IMPACT

The conceptual goals and initiatives envisioned by the Proclamation have unknown financial and/or staffing resource needs at this time.

RECOMMENDED ACTION

Provide direction to the City Manager.

ATTACHMENTS

[Draft Climate Change Proclamation](#)

COUNTYWIDE COMMITMENT TO FIGHT CLIMATE CHANGE

WHEREAS, on October 8, 2018, the Intergovernmental Panel on Climate Change (IPCC) released a report, “Global Warming of 1.5°C,” which states that “Limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society,” and projected that the earth could reach and exceed this temperature threshold by as early as 2030, far earlier than previously anticipated; and

WHEREAS, Climate modeling shows that it is not possible to stabilize global mean temperature rise at or below 1.5°C without undertaking additional pre-2030 climate mitigation and restoration actions focused on reducing radiative forcing levels associated with excess trapped heat. These urgent actions are additional and complementary to current efforts to reduce greenhouse gas emissions being undertaken by the state; and

WHEREAS, the State of California as a whole, and Napa County and its Cities and Town, residents, economy, and environment have already experienced adverse effects associated with climate change, such as a prolonged wildfire season and firestorms, rising temperatures, mudslides, severe droughts, property destruction and damage to infrastructure, and recognize that climate change represents a growing danger to human health, safety, economic prosperity, basic services, and natural resources; and

WHEREAS, Napa County and its Cities and Town recognize that climate change is a global problem, that decisive near-term action is needed to prevent further global warming, and that we must work together with other jurisdictions, because the most practical and cost-effective solutions to climate change which can directly benefit County and City residents require broad participation and coordination.

NOW, THEREFORE, BE IT RESOLVED, that Napa County and its Cities and Town are dedicated to working together with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional, and statewide support for comprehensive, immediate, and sustained action.

BE IT FURTHER RESOLVED, that Napa County and its Cities and Town commit to the following goals, and will pursue local actions that support these goals:

1. Form a community roundtable, including the County, Cities, Town, and other interested agencies, to set goals and strategies for addressing climate change and explore the creation of a Regional Climate Protection Authority.
2. Estimate baseline and future projected countywide greenhouse gas (GHG) emissions.
3. Agree upon a countywide GHG reduction goal and timeline.
4. Establish common goals and standards that each jurisdiction can adopt independently to reduce emissions.
5. Identify potential threats to the County, Cities, and Town resulting from future climate change and develop shared projects and programs to improve community resiliency.